MEMORANDUM OF UNDERSTANDING
BETWEEN
IDAHO DEPARTMENT OF LANDS
AND
PANHANDLE HEALTH DISTRICT

PURPOSE

WHEREAS, this Memorandum of Understanding (MOU) is entered into by and between the state of Idaho Public Health District 1 (Panhandle), hereinafter referred to as "PHD", and the state of Idaho Department of Lands, hereinafter referred to as "IDL", under the provisions of Idaho Code Title 58, Chapter 1, which authorizes the IDL to cooperate with other state agencies in the employment of services and the use of equipment.

WHEREAS, it is to the mutual benefit of the State and its agencies to assist and cooperate in a program of cooperative efforts in such ways as will contribute to the public welfare and protection of state natural resources.

WHEREAS, it is the intent of PHD to provide needed support to IDL with a Mobile Command Vehicle (MCV) including personnel and equipment to transport, set up, and demobilize, for wildfire incidents within Idaho.

NOW, THEREFORE, in consideration of these premises, the parties hereto agree as follows:

OBJECTIVE AND RESPONSIBILITIES

IDL is responsible for managing wildfires on lands under state fire suppression jurisdiction, as well as assisting cooperating agencies in managing wildfire under their jurisdiction by making available resources, including equipment, supplies, facilities, and personnel.

The following terms and conditions apply:

The PHD agrees to:

1. Provide PHD’s MCV to IDL, when it is available, to support wildland fire suppression within the Coeur d’Alene and Grangeville dispatch zones in the state of Idaho.

2. Provide PHD personnel to transport, set up, provide technical assistance of the workings of the MCV and equipment, and demobilize the MCV for wildfire incidents.

3. Provide documentation of the MCV use for time under hire in support of an incident. Documentation shall be on a Crew Time Report for personnel time and Equipment Shift Tickets for vehicles/equipment, including mileage. Cost for personnel and vehicle used to mobilize and demobilize the MCV shall be reimbursed.

4. Be self-sufficient for travel to/from incidents, including meals, lodging, etc. unless otherwise agreed upon prior to mobilization. Expenses will be reimbursed based on PHD’s Travel Policy, the Idaho Board of Examiners Travel Policy, and General Services Administration (GSA) rates when applicable.
5. Vehicle/equipment inspections prior to mobilization and/or upon arrival to an incident. Inspection locations shall be determined and communicated to PHD at time of request.

6. Post-use inspection upon release from the incident. If there are damages to the equipment at the incident, they will be documented on the post-use inspection and on a Property Loss or Damage Report, OF-289. Claims for damages caused by the incident will be billed to the incident through IDL. All claims are subject to review and in accordance with state policy and procedures.

7. Request all payment documents from the IMT (Incident Management Team) or host agency at the time of demobilization, including:

- Emergency Firefighter Time Report (OF-288), if applicable and/or
- Original Crew Time Reports (SF-261), if applicable and
- Emergency Shift Tickets (OF-297) for daily use of MCV

It is mutually agreed:

a. This MOU shall remain in effect for five (5) years beginning June 1, 2017. The MOU may be cancelled by giving thirty (30) days written notice by either party.

b. This MOU is made in the state of Idaho, and Idaho law shall govern all aspects of this MOU.

c. PHD shall designate their Preparedness Program Manager as PHD’s agreement administrator.

d. IDL shall designate the Chief, Bureau of Fire Management IDL’s agreement administrator.

e. Agencies participating in this MOU, and operating pursuant to this MOU, understand that PHD and IDL personnel shall remain employees of their respective agencies.

f. Meals are typically provided at the incident. When meals are furnished by the incident or host agency, individuals may not seek per diem for meal reimbursement. Costs for meals while in travel status to and from an incident are reimbursable based upon agency policy and the Idaho Board of Examiners Travel Policy or General Services Administration (GSA) rates.

g. A camping area for tents is designated for personnel assigned to an incident. Tents may be obtained through IDL or at the Supply Unit at the fire if there is one established at the incident.

h. If the generator is used, fuel level shall be returned to the same level as when equipment was delivered to the incident.

i. A minimum of 24 hours’ notice will be given by IDL before trailer is demobilized.
BILLING

IDL will reimburse PHD for the following:
- Actual personnel costs, including benefits
- Daily rate of $300.00 for MCV
- Mileage for the MCV to the incident and back to 8500 N Atlas Rd in Hayden, ID at $1.09/mile
- Mileage for personnel transportation to/from incident per the Idaho Board of Examiners Travel Policy
- $125.00 for satellite data use in excess of 5GB

One Day is defined as beginning at 0001 hours and ending at 2400 hours. The daily rate will apply regardless of the number of hours the vehicle is used during any given day.

PHD shall provide IDL an itemized invoice or Interagency Billing Input Form. The following documentation shall be included with the invoice:
- Resource Order (RO)
- Original Emergency Firefighter Time Reports (OF-288) if applicable, and/or
- Original Crew Time Reports (SF-261), if applicable
- Emergency Equipment Shift Tickets (OF-294)
- Receipts for all other reimbursable costs if applicable.
- IBIS payroll report for personnel time being billed.

All invoices, including supporting documentation, shall be submitted to the IDL Administrative Office for payment listed within this MOU within 30 days upon release of the incident, or as soon as possible.
**Administrative Contacts**

**IDL Fire Business**

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**Billing/Payment Contacts**

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**Panhandle Health District**

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**AMENDMENTS**

This MOU shall be reviewed annually and may be extended or modified upon written agreement of the agencies. However, no amendment or modification of this MOU shall be effective unless it is in writing signed by all agencies.
IN WITNESS THEREOF, the parties have executed this MOU as of the last due date written below:

J.T. Wensman  
Chief, Bureau of Fire Management  
Idaho Department of Lands.

Lora Whalen  
District Director  
Panhandle Health District

7/7/17

6/30/17