


# UTAH STATEWIDE OPERATING PLAN

	<p><b>Utah Department of Natural Resources Division of Forestry, Fire and State Lands 190235</b></p>
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and

	<p><b>United States Department of Interior Bureau of Land Management UT - BLM-CMA-UT-SW-2018-001 AZ – AGN AAA090011</b></p>
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and

	<p><b>Bureau of Indian Affairs Western Region – A18AC00033 Southwest Region - Navajo Region - A19AC00034</b></p>
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and

	<p><b>National Park Service Interior Regions 6,7, and 8 F1249130001</b></p>
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and

	<p><b>United States Department of Agriculture Forest Service Intermountain Region R4; 18-FI-10046000-032</b></p>
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and

	<p><b>U.S. Fish and Wildlife Service Interior Regions 5 and 7 - Interior Regions 8 and 10 - Interior Regions 9 and 12 -</b></p>
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# STATEWIDE OPERATING PLAN

## SIGNATURES

STATE OF UTAH  
DIVISION OF FORESTRY, FIRE AND STATE LANDS

**Brian L Cottam** Digitally signed by Brian L Cottam  
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STATE FORESTER  
DATE: \_\_\_\_\_

**Stacy Carroll** Digitally signed by Stacy Carroll  
Date: 2020.04.22 11:08:12 -06'00'

CONTRACTING OFFICER  
DATE: 4/22/2020

DOI BUREAU OF LAND MANAGEMENT  
UTAH STATE OFFICE

STATE DIRECTOR  
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CONTRACTING OFFICER  
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DOI BUREAU OF LAND MANAGEMENT ARIZONA  
STATE OFFICE

STATE DIRECTOR  
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DOI BUREAU OF INDIAN AFFAIRS  
WESTERN REGION

REGIONAL DIRECTOR  
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DOI BUREAU OF INDIAN AFFAIRS SOUTHWEST  
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DOI BUREAU OF INDIAN AFFAIRS  
NAVAJO REGION

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DOI NATIONAL PARK SERVICE  
INTERIOR REGIONS 6,7, AND 8

DOI FISH AND WILDLIFE SERVICE  
INTERIOR REGIONS 5 AND 7

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DOI FISH AND WILDLIFE SERVICE  
INTERIOR REGIONS 9 AND 12

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USDA FOREST SERVICE  
INTERMOUNTAIN REGION

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DOI BUREAU OF INDIAN AFFAIRS  
NAVAJO REGION

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**LYNELLE  
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DOI FISH AND WILDLIFE SERVICE  
INTERIOR REGIONS 5 AND 7

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DOI BUREAU OF LAND MANAGEMENT  
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USDA FOREST SERVICE  
INTERMOUNTAIN REGION

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INTERIOR REGIONS 6,7, AND 8

DOI FISH AND WILDLIFE SERVICE  
INTERIOR REGIONS 5 AND 7

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USDA FOREST SERVICE  
INTERMOUNTAIN REGION

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# OPERATING PLAN

## 1. AUTHORITY

- 1.1. This Statewide Operating Plan (OP) is prepared pursuant to the Utah Master Cooperative Wildland Fire Management and Stafford Act Response Agreement (CFMA) between the State of Utah Division of Forestry, Fire and State Lands, hereafter referred to as the State or Division, and United States Department of Interior (DOI) Agencies within the state of Utah and the Intermountain Region of the U.S. Forest Service (USFS), hereafter referred to as the Federal Agencies, as set forth in provision 12 of the CFMA signed and dated 2018. This agreement is administered by the Utah Oversight Committee (UOC). This group consists of the designated representatives of the Agency Administrators charged with the oversight of the terms and implementation of the CFMA and the general oversight of interagency wildland fire management activities within the state of Utah. The UOC is identified in the CFMA.

The purpose of this agreement is to provide for interagency cooperation for fire management in sustaining wildland fire management activities, such as prevention, preparedness, communication and education, fuels treatment and hazard mitigation, fire planning, response strategies, tactics and alternatives, suppression and emergency stabilization and/or burned area rehabilitation by the state of Utah and all cooperating agencies party to this agreement. This agreement defines working relationships, preparedness activities, operating procedures and fire business practices for all aspects of incident management agreed to by all signature agencies. Local Operating Plans will identify local issues, resources and exchange areas.

## 2. WORKING RELATIONSHIPS

### 2.1. General Information

- 2.1.1. The State adopted a Wildland Fire Management System through SB 122: Wildland Fire Policy Updates during the 2016 legislative session. Supporting documents are listed in the Document Library, section 6.
- 2.1.2. The State maintains cooperative agreements and agency reference manuals guiding the use and reimbursement of state agency resources used for fire suppression. Agreements and manuals are listed in the Document Library, section 6.
- 2.1.3. Resources are ordered through the State Office of the Division or appropriate dispatch resource ordering system.
- 2.1.4. Crew size will adhere to agency standards for number of personnel except on assignments where resource orders restrict crew size.

### 2.2. Division Resources

- 2.2.1. The Division has numerous single resource qualified personnel at both the State Office and six Area Offices (Logan, Heber City, Salt Lake City, Richfield, Moab, and Cedar City).
- 2.2.2. Lone Peak Conservation Center

- 2.2.2.1. The Division operates several organized suppression resources for national availability:
- 2.2.2.2. Lone Peak Interagency Hotshot Crew (IHC) and Alta IHC: State-managed Type 1 crews listed in the National Mobilization Guide: Chapter 60.
- 2.2.2.3. Twin Peaks Type 2-Initial Attack (IA) Crew: Available nationally for suppression response.
- 2.2.2.4. Dromedary Fuels Crew: Type 2-IA Crew: Available nationally for suppression response.
- 2.2.2.5. Lone Peak Engines: Two (2) Type 3 engines available nationally for suppression response.
- 2.2.3. A Utah Valley University internship program supports crews under State management at Lone Peak. Students can gain engaged learning experiences in pursuit of Emergency Service degrees while assigned to Lone Peak crews.

**2.3. Utah National Guard (Provision 19 CFMA)**

- 2.3.1. To access Utah National Guard (UNG) resources (e.g., armories, Black Hawk helicopters, liaison officers, heavy equipment, etc.), orders **must** be placed through the State Fire Management Officer or the Assistant State Fire Management Officer. The following contacts will be used:

- **Brett Ostler**  
State Fire Management Officer  
Office: 801-538-5389  
Cell (24 hours): 385-251-0144
- **Wade Snyder**  
Assistant State Fire Management Officer  
Office: 801-538-7222  
Cell (24 hours): 801-554-6121

**2.4. Department of Natural Resources Law Enforcement**

- 2.4.1. The Department of Natural Resources (DNR) law enforcement may be made available for incident security needs. The DNR Law Enforcement Director controls availability of these resources. Orders must be placed through the State Office of the Division.

**2.5. Department of Transportation and Department of Public Safety**

- 2.5.1. The State maintains cooperative agreements with the Utah Department of Transportation (UDOT) and Public Safety for these types of resources. Orders are placed through the local State Area Office representative and are considered state agency equipment.

**2.6. County and Municipal Fire Departments and Special Service Fire Districts**

- 2.6.1. Local fire departments/districts that respond to wildland fires outside their area of jurisdictional authority or used in support of large fire incidents or through mutual

aid will have an established Memorandum of Understanding (UWRMOU) with the Division. These resources are considered State resources according to this agreement. The Cooperative Rate Agreement and agency reference manuals outline general provisions and clauses for use and reimbursement. Personnel will be required to be NWCG certified wildland firefighters and equipment will be inspected to meet NWCG requirements.

- Recognizing the need for safety and training standards for all individuals engaged in wildland firefighting (including full-time and volunteer fire departments), all agencies involved with this Operating Plan (OP) will undertake a cooperative effort to develop and promote such requirements.
- Federal agency Incident Commanders (ICs) are required to demobilize non-qualified firefighters from federal wildland fires.
- State ICs are required to demobilize or reassign non-qualified firefighters (not certified by the Utah Fire Service Certification Council as NWCG FFT2) from non-federal wildland fires that have been delegated to the Division.

**2.6.2.** Local fire department personnel are NWCG certified (red carded) through the Utah Fire Service Certification Council or the Division.

**2.6.3.** The State maintains agreements for some local and State law enforcement resources for use on wildland fire incidents. A cooperative rate agreement will define pay rates for personnel and equipment use for participating departments.

**2.6.4.** The State has cooperative rate agreements with fire departments/districts and counties for the use and procurement of their resources. Requests for these resources can be made through the interagency dispatch center or directly through the County Fire Warden.

**2.6.5.** The Division does not sponsor supplemental or subcontracted fire department resources.

**2.6.6.** The Division has statutory responsibility to represent State agencies, counties, municipalities and fire departments/districts in all matters pertaining to wildland fire suppression with Federal Agencies.

## **2.7. The State and Federal Fire Management Assistance Grants**

**2.7.1.** In the event a wildland fire threatens a community, it is possible to receive financial assistance through a Fire Management Assistance Grant (FMAG) from the Federal Emergency Management Agency (FEMA) to offset the suppression costs to the state. For incidents involving eligible state and private land fires, the Division is responsible for initiating the process, notifying the Utah Division of Emergency Management (DEM) and FEMA, and collecting the required documentation. The Federal Agencies agree to provide the cost data required by the Division within nine months after the end of the incident period as defined by FEMA.

- 2.7.2. Agency Administrators (AA) and/or the delegated Incident Management Team (IMT) will cooperate with the State to collect cost data, time and invoice records, and planning documents to support the request for FEMA cost-share funding.
- 2.7.3. The Stafford Act includes a provision to allow federally recognized tribal governments the option to seek federal emergency or major disaster declaration directly from the President of the United States.

### **3. PREPAREDNESS**

#### **3.1. Wildland Urban Interface Fire Protection Planning**

- 3.1.1. Land management agencies have a responsibility to mitigate risks from wildfire spreading into areas with structures. Land management agencies will also assist local fire agencies in protecting communities and structures from an advancing wildland fire within individual agency policy. Once this can be achieved all agencies involved will work together to keep the wildland fire away from structures and communities.
- 3.1.2. Municipality – Local fire service organizations (FSO) are responsible for all fire suppression within incorporated cities and towns. Cooperating agencies may assist local FSO's when requested. All costs for fire suppression within an incorporated city or town are the responsibility of the municipality in which they lie, unless delegated to the state.
- 3.1.3. County – Counties are operationally and financially responsible for fire suppression on unincorporated private lands, unless delegated to the state.
- 3.1.4. State – The State is responsible for wildland fire management on state lands. By statute, the state is also responsible to ensure that adequate action is taken to manage fires on non-federal lands. When Interface areas are involved or threatened, the State will be notified. The State will take the lead in planning and executing fire protection on these lands. Exceptions are federal agency administrative sites, those areas on USFS lands which are under long term lease to individuals and areas on lands administered by the BIA. The State will assist the federal agencies with urban interface fire protection on these lands. The State will act as liaison with local fire departments.
- 3.1.5. Federal Agencies – Federal land management agencies are responsible for wildland fire suppression on lands they administer.

#### **3.2. Fire Dispatch Centers (Provision 13 CFMA)**

- 3.2.1. The agencies party to this agreement agrees to maintain, support, fund and actively participate with the following interagency dispatch centers: Northern Utah Interagency Fire Center (NUIFC), Uintah Basin Interagency Fire Center (UBIFC), Richfield Interagency Fire Center (RIFC), Moab Interagency Fire Center (MIFC) and Color Country Interagency Fire Center (CCIFC).
- 3.2.2. Financial support shall be accomplished through a fair share cost contribution agreement on a statewide/regional level. Methodologies for determining the contribution for each agency is approved by the UOC and documented in the Operating Plan in Appendix F.

- 3.2.3. Specific plans for staffing, operating costs and participation will be agreed to and documented in each Dispatch Centers Local OP.

### **3.3. Fire Prevention Policies (Provision 25 CFMA)**

- 3.3.1. All Agencies will coordinate their prevention programs and messages at every level to ensure a consistent message is given to the public. Where practical, any joint prevention projects will be conducted by all Agencies. The Utah Communication and Education Committee will coordinate statewide prevention activities.

### **3.4. Public Use Restrictions (Provision 26 CFMA)**

- 3.4.1. Fire use restrictions and closures by agency will be applied and information disseminated in a coordinated effort as identified in Appendix A.
- 3.4.2. Each Agency is responsible for issuing and administering burning permits on lands within its protection responsibility. The State is responsible for permits on unincorporated private land during the closed fire season (June 1 – October 31, as defined in UCA 65A-8-211 1 (a).

### **3.5. Prescribed Fire and Fuel Management (Provision 28 CFMA)**

- 3.5.1. Agencies, based on their own governing authorities, can use each other's resources for non-incident activities, including prescribed fire, fuel reduction and other fuels management work. Use of State resources by Federal Agencies follows Federal Acquisition Regulations (FAR) contracting methods, or through interagency agreement processes (e.g., WRI agreement). Federal Agencies may contract with the State for services using a Participating Agreement and or Good Neighbor Authority Supplemental Project Agreement (SPA). Obligation of funds and financial procedures are identified in Chapter 5 of this document.

### **3.6. Joint Projects (Provision 24 CFMA)**

- 3.6.1. For all non-incident fire management related activities, also called Joint Projects, USFS and the Division must complete a Project Task Order and Financial Plan to transfer funds. If the Joint Project does not result in fund transfer, completion of a Project and Financial Plan is optional.

### **3.7. Smoke Management (Provision 29 CFMA)**

- 3.7.1. A plan to manage/coordinate smoke emitted by prescribed and wildland fires have been developed. The Utah Smoke Management Plan (SMP) is designed to meet the requirements of State of Utah Title R307, state administrative rule for air quality; Regional Haze Rule, 40 CFR 51.309(d)(6); and the policies of the U.S. Environmental Protection Agency's (EPA) Interim Air Quality Policy on Wildland and Prescribed Fires. This plan has been approved by the EPA under the current interim guidelines for smoke management plans to address national air quality standards. The Utah SMP is located at:  
[https://smokemgt.utah.gov/static/pdf/SMP011606\\_Final.pdf](https://smokemgt.utah.gov/static/pdf/SMP011606_Final.pdf)
- 3.7.2. The Utah Interagency Smoke Management Coordinator oversees the Utah SMP. The Coordinator is currently a USFS position co-funded by the agencies and

stationed between the Utah Division of Air Quality and USFS. This position represents the interagency community in coordinating, scheduling and forecasting the effects of smoke from prescribed fires and wildland fires.

- 3.7.3.** Financial support shall be accomplished through a fair share cost contribution agreement on a statewide level. Methodologies for determining the contribution for each agency is approved by the UOC and documented in the Operating Plan Appendix G.

## **4. OPERATIONS**

- 4.1.** The first objective is to keep firefighters and the public safe. Secondly, all agencies involved will work together to keep the wildland fire from spreading into areas with structures and communities. The State and Federal Land Management Agencies have a responsibility to mitigate risks from wildfire spreading into areas with structures. Land management agencies will also assist local fire agencies in protecting communities and structures from an advancing wildland fire within individual agency policy.
- 4.2.** Local fire departments/districts are responsible for initial attack within their jurisdiction, including unincorporated private lands and incorporated cities and towns.
- 4.3.** The State is responsible for wildland fire suppression on state lands. By statute, the state is also responsible to ensure that adequate action is taken to suppress fires on non-federal forest, range, and watershed lands. When wildland-urban interface areas are involved or threatened, the State will be notified. The State will take the lead in planning and executing fire protection on these lands. Exceptions are federal agency administrative sites, those areas on USFS lands which are under long term lease to individuals and areas on lands administered by the BIA. The State will assist federal agencies with urban interface fire protection on these lands. The State will act as liaison with local fire departments/districts.
- 4.4.** Federal Agencies are responsible for wildland fire suppression on the lands they administer.
- 4.5.** All agencies involved in or threatened by a wildland fire will follow National Incident Management Systems (NIIMS), and operate under Incident Command System (ICS), and potentially within a Unified Command structure or Delegation of Authority.
- 4.6. Fire Notifications (Provision 31 CFMA)**
- 4.6.1.** A responding resource or its dispatch center must immediately notify the Jurisdictional Agency's dispatch center when they are responding to an incident and of suppression actions taken, due to special management and financial considerations.
- 4.6.2.** If a responding resource is dispatched through its respective dispatch center to an incident where jurisdiction is unclear, unknown, suspected to lay within the boundaries of another jurisdiction, or suspected to be a "boundary line fire," then every effort for immediate notification to the appropriate Interagency Dispatch Center must be made. An agency responding onto another agency's land without properly notifying the agency will be responsible for its own costs and will not be eligible for reimbursement through billing or other agreements.

#### **4.7. Boundary Line Fires: (Provision 32 CFMA)**

- 4.7.1.** An appropriately qualified individual of the Jurisdictional Agency or delegee arriving first on site will act as the Incident Commander (IC). All agencies will mutually agree to the designation of an Incident Command organization when multiple agencies are on site. The agencies involved will communicate with each other and participate jointly in strategy sessions with the IC to reach mutual agreement on strategy and tactics consistent with the policy guidelines of the agencies and the commitment and funding of their respective suppression resources.
- 4.7.2.** A cost share agreement will be prepared and approved for all actions when the incident occurs on multi-jurisdictional lands.
- 4.7.3.** Reconciliation of costs for Border Fires will follow the billings and invoicing processes as outlined in Appendix B and C.

#### **4.8. Independent Action on Lands Protected by another Agency (Provision 33 CFMA)**

- 4.8.1.** Threat fire - Nothing herein shall prohibit any wildland firefighting agency from taking suppression action on a wildfire within another agency's protection area when that fire immediately threatens to spread onto their protection area. In such instances, the agency taking suppression action shall notify the agency with primary protection responsibility as soon as reasonably possible. Furthermore, the agency taking action on lands they do not have primary fire protection authority for shall consider the primary agency's land management objectives and comply with the agency's laws and rules. In all cases, the responding agency(s) shall notify the appropriate Interagency Fire Dispatch Center.
- 4.8.2.** Notification - notify appropriate agency and dispatch center through established operating procedures.
- 4.8.3.** When wildfires are a threat to lands that are part of the agency's protection responsibility, nothing herein shall prohibit any agency, on its own initiative, from responding to lands that are known to be protected by another agency to this agreement to engage in suppression action of wildfires. In such instances, the agency taking action will promptly notify the protecting agency. A Responding Agency's actions will be commensurate with the Jurisdictional Agency's land management considerations, and subject to the laws and regulations of the Jurisdictional Agency. Due to safety considerations, the agency taking action will immediately notify the appropriate agency through the interagency dispatch center.
- 4.8.4.** Fire reports will be sent to the appropriate agency no later than **10** days after the fire is declared out. An agency that takes independent action on another agency's land without properly notifying the agency will be responsible for all incurred costs and damages, injuries, or losses resulting from their actions.

#### **4.9. Delegation of Authority: (Provision 36 CFMA)**

- 4.9.1.** A Delegation of Authority (DOA) is required for all Type I, Type II, and Type III Team incidents involving multiple jurisdictions. The Jurisdictional Agency Administrator will ensure participation from the State when non-federal lands

have been burned, threatened by fire, or included in a Wildland Fire Decision Support System (WFDSS) planning area. The Jurisdictional Agency Administration will ensure participation from the appropriate Federal Agencies when federal lands are involved both directly and indirectly by fire and threat of fire, or within the WFDSS planning area. Therefore, any agency whose lands have been burned, threatened, or included in the WFDSS planning area, will participate in the preparation and signature of the DOA.

#### **4.10. Special Management Considerations**

- 4.10.1.** All fire suppression action will be consistent with the Jurisdictional Agency's pre-planned objectives for the area in which the fire occurs. Local OPs will identify areas and document procedures for areas requiring special land management considerations.
- 4.10.2.** The Jurisdictional Agency may provide a Resource Advisor to advise the protecting agency of any special conditions that may influence suppression action. The IC will incorporate special conditions in the incident planning process, subject to the DOA.

#### **4.11. Wildfire Declaration of Prescribed Fires (Provision 34 CFMA)**

- 4.11.1.** Wildfires resulting from prescribed fires declared a wildfire, which are ignited by agency personnel, are the responsibility of the Jurisdictional Agency. Unless otherwise agreed to and documented, all suppression costs are the responsibility of the Jurisdictional Agency.

#### **4.12. Response to Wildland Fire (Provision 35 CFMA)**

- 4.12.1.** The Jurisdictional Agency responsible for a wildfire that affects property where the use of fire would meet land management objectives will involve appropriate neighboring jurisdiction(s) before deciding upon a strategy that is less than full-suppression. The Jurisdictional Agency will also assume responsibility for suppression costs of such fires unless agreed to otherwise in a cost share agreement. In cases where there are multiple management objectives, a cost share agreement will be negotiated on a case-by-case basis.
- 4.12.2.** All adjacent agencies will work together to identify cost share methodologies that will be utilized should the fire spread to an adjacent jurisdiction.
- 4.12.3.** All agencies should be involved in developing strategies and tactics to be used to prevent fires from burning where they are not wanted. When an agreement cannot be reached regarding plans to keep fire from crossing property boundaries, discussion will be elevated to the next-level agency administrator representing each agency.

### **5. USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES**

#### **5.1. Training: (Provision 45 CFMA)**

- 5.1.1.** The agencies agree to work cooperatively to provide interagency fire training. Agencies will contribute to mutually beneficial projects such as the Utah Fire and Rescue Academy, and Applied Technology Campuses whenever practical.

- 5.1.2. The agencies will provide a representative to the Utah Zone Training Committee. This group will be the central body to identify training needs, prioritize applications, and develop new projects.

**5.2. Communication Systems: (Provision 46 CFMA)**

- 5.2.1. The agencies to this agreement agree to share voice and data communication transmission systems for fire management purposes.

**5.3. Billing**

**5.3.1. Indirect Cost Rates- Cooperative Fire Protection**

When indirect cost rates are applied to federal reimbursements, the parties agree to the following:

- 5.3.1.1. If the payment recipient has never received or does not currently have a negotiated indirect cost rate, they are eligible for a de minimus indirect cost rate up to 10% of Modified Total Direct Costs (MTDC). MTDC is defined as all salaries and wages, fringe benefits, materials and supplies, services, travel, and contracts up to the first \$25,000 of each contract.
- 5.3.1.2. For rates greater than 10%, the payment recipient shall provide either an applicable Negotiated Indirect Cost Rate Agreement (NICRA) from a cognizant Federal Agency, or an indirect cost rate summary in a format that clearly defines the indirect cost rate and MTDC.
- 5.3.1.3. The payment recipient shall maintain adequate documentation to support the methodology and computation of the indirect cost rate. Documentation must be made available to the Federal Agency upon request. Failure to provide adequate documentation supporting the indirect cost rate could result in disallowed costs and repayment to the Federal Agency.

**5.3.2. In State Fire Billing (Provision 49 CFMA)**

- 5.3.2.1. The USFS, BLM, BIA, NPS, and FWS will not bill each other for suppression costs. However, pre-suppression costs, fair sharing for interagency dispatch centers costs, prevention costs, and other fire management costs will be billed in accordance with existing agreements.
- 5.3.2.2. State and Federal Agencies agree to consolidate billing and minimum billing thresholds. Each agency is responsible for entering their own cost data information into the FBS no later than April 1 for costs of the previous calendar year..
- 5.3.2.3. Fires occurring in Utah regardless of jurisdictional boundary will be compiled based on each agency's cost. A reconciliation report will be developed through the FBS and billed as one consolidated amount. This cost tracking method will reduce actual payments and ensure that a fair division of suppression costs can be made between the Federal Agencies and the State in a timely fashion. All agency or cooperator responses will be documented through the incident reporting system by the interagency dispatch centers. The generation of an Incident will allow costs to be captured for the consolidated billing process regardless of jurisdiction or responding agency. A reconciled consolidated bill comprised of the division of cost responsibilities based on jurisdiction, minimum thresholds and cost share agreements will be

negotiated by December 1 of each year for the previous calendar year  
Appendix B.

**5.3.2.4.** Minimum Billing Threshold, for each agency, is \$5,000 and applies to all fires in Utah. It does not apply to out of state responses including in-state incidents with out of state designators.

**5.3.2.4.1.** The minimum billing threshold applies only to non-aircraft costs. All aircraft costs from time of dispatch can be included in consolidated billing. (aircraft costs do not include personnel salaries)

**5.3.2.4.2.** The minimum threshold does not apply to costs for cooperating fire departments under an MOU with the State when working outside their jurisdictional boundary (excluding independent action as defined in 4.8) or when requested by a resource order for extended attack.

**5.3.2.5.** Cost incurred on severity assignments will be billed individually to the Jurisdictional Agency. Severity assignments are reimbursable under the CFMA Authority and these funds expire within 30 days. Prompt billings will occur within 30 days of return from a severity assignment.

### **5.3.3. Out of State Fire Billing (Provision 49 CFMA)**

**5.3.3.1.** State fire costs incurred outside of Utah will be billed directly to the Jurisdictional Agency. Billings for fires under the jurisdiction of the USFS or another state will be certified by R4 or designee. Billings for fires under the jurisdiction of DOI Agencies will be certified by the BLM State Office Incident Business Specialist or designee. Billings for fires under the jurisdiction of a county or other entity not listed above will need to be evaluated to determine the jurisdiction. Once determined, then the bill can follow the billing procedures as outlined in Appendix C.

**5.3.3.2.** When assigned to an out of state fire, the initial resource order and dispatch will provide adequate verification for use and reimbursement on any fire without a re-assignment requiring a new resource order. In extenuating circumstances like trespass fires or FMAGs, further break out may be required.

**5.3.3.3.** The IMT's manage complex fires with additional initial attack areas. Resources may be loaned to other incidents within a complex or on an individual IA. Limitations of e-ISuite and/or the dispatch ordering system make it expedient to loan these resources to local IA fires or other fires within a complex without generating a reassignment and new order in the dispatch ordering system. It may be necessary for the Agency Administrator and IMT to track costs for each separate incident number. Therefore State and cooperator resources may have a resource order for one incident but tracked financially to another incident. When these circumstances exist, a notation by the IMT or Agency Administrator will be made on the OF 288, Crew Time Report (CTR) or other incident documentation and allow payment for each affected incident.

**5.3.3.4.** For billable/reimbursable expenses as claimed on out of state fire invoices, reference 5.8.

### **5.3.4. Agreed to Billing Non-incident**

- 5.3.4.1. Non-incident related ordering of State agency resources on USFS hazard mitigation projects will require a federal procurement document or the use of another appropriate agreement through the USFS and entered into the appropriate payment system.
- 5.3.4.2. Costs will be agreed to in the procurement document or an agreement financial plan. Administrative costs can apply to the project costs. An invoice will be submitted and paid from the local forest's appropriated funds.

**5.3.5. Reimbursable Assistance Expense**

- 5.3.5.1. The Master Cooperative Wildland Fire Management Agreement Provision 58 Waiver is subject to: first meeting provision CFMA 23 B and Reimbursable Assistance clauses in this document.
- 5.3.5.2. Costs incurred as the result of an incident that are billable/reimbursable, shall be summarized on the invoice as below. These costs include but are not limited to:
  - 5.3.5.2.1. Aircraft, airport fees, and retardant costs.
  - 5.3.5.2.2. Charges from the State, for State-controlled resources, such as; National Guard resources, county and local resources.

**5.3.6. FRA Equipment Use**

- 5.3.6.1. Costs of agency equipment in support of the incident and contract equipment costs.

**5.3.7. Personnel Time**

- 5.3.7.1. Agency costs for salary and benefits including premium pay when it is earned according to the policies, laws and rules governing the employees of the supporting agency.

Additional support dispatching services requested through a resource order.

**5.3.8. Equipment and Fleet Vehicle Usage**

Agency costs for transportation including but not limited to: fuel, oil, and agency established mileage fees.

**5.3.9. Reimbursable Expenses**

- 5.3.9.1. Agency costs for per diem and lodging of resources assigned to the incident when such services are not supplied by the incident.

Agency costs for transportation including but not limited to: airline fees, vehicle rental fees, rental vehicle fuel and oil.

Lodging and per diem reimbursable expenses shall not exceed the published General Services Administration (GSA) allowable rates. In those instances

where the GSA lodging rate (excluding room taxes) cannot be obtained, the resource shall receive an approval in writing from the incident and submit with the billing invoice.

#### **5.3.10. Miscellaneous Expenses**

Agency-owned equipment lost, or damaged, by the Supporting Agency accompanied by the appropriate agency source documentation to include insurance deductible paid.

Cost or replacement of reasonable and prudent supplies expended in support of the incident. What is reasonable and prudent is determined by the protecting and /or jurisdictional agency or the IMT within the limits of their delegated authority or identified in the current version of the NWCG Standards for Interagency Incident Business Management (SIIBM).

Miscellaneous expenses, such as operating supplies for equipment, assigned to the incident (e.g., fuel, oil, and equipment repairs) and incidental expenses.

#### **5.4. Funding Authority**

- 5.4.1.** The State and its cooperators will be reimbursed according to the rules governing the funding source outlined in the **State of Utah Uniform Accounting Manual**. No agency will be obligated for payments of money in excess of appropriations authorized by law and administratively allocated for the work contemplated in this plan.

#### **5.5. Audit Procedures**

- 5.5.1.** The Agencies may agree to conduct an audit of any incident managed under this agreement. Findings will be reconciled on a case-by-case basis. If a conflict arises between the agencies, the parties should attempt to resolve the difference. Any decision to further examine records will be considered on a case-by-case basis and appropriate follow up action agreed upon by all agencies involved, see Appendix B.

#### **5.6. Medical Treatment**

- 5.6.1.** Utah State Employees and cooperators are eligible to receive Agency Provided Medical Care (APMC) as described in the SIIBM the State cannot set up or pay for APMC when the Division is the Jurisdictional Agency.
- 5.6.2.** Worker Compensation Fund of Utah (WCF) is the insurance provider for state employees. The employee and supervisor will submit all State required forms for the injury or illness to be electronically filed with WCF.
- 5.6.3.** State cooperators are required to carry workers compensation insurance on all employees and volunteers. Utah has several Government Associations or Trusts including WCF that provide insurance to local fire department organizations.

- 5.6.4. Refer to the Interagency Standards for Fire and Fire Aviation Operations (Red Book), Chapter 7. These standards will be used when any firefighter sustains burn injuries, regardless of agency jurisdiction.

## 5.7. Procurement (Provision 42 CFMA)

- 5.7.1. The agencies agree to honor each other's procured Incident Blanket Purchase Agreements (I-BPAs) and/or pre-season agreements and may use said documents on single or multi-jurisdictional fires.

The State is subject to its own procurement statutes, rules, policies and procedures. State Agency Cooperative Contracts and contracts established by a special purchasing delegation to the Division are a means to procure services and supplies and negotiate land and facility use agreements. The invoices will be submitted to the State for payment when State procurement was used on federal jurisdictional fires and costs reconciled through the consolidated billing process. The special purchase delegation from the State Division of Purchasing allows the use and payment for federal I-BPA's and other federal solicited services and supplies.

- 5.7.2. For consistency and efficiency, refer to dispatch service and supply plans and pre-season agreements, prior to establishing additional agreements.

## 5.8. Incident Replacement of Property

- 5.8.1. Replacement of government and state cooperator property will be accomplished through the supply ordering system as described in the National Mobilization Guide (Chapter 20), Red Book (Chapter 11), SIIBM(Chapters 20 and 35), and the Great Basin Mobilization Guide (Chapter 20). Guidance referenced herein related to charging purchases to an incident is listed at <https://gacc.nifc.gov/gbcc/business.php>. The protecting agency and those with the delegated authority for the management of the incident may have procedures that are more restrictive. Items approved by the IMT or incident agency for re-supply by the supporting home unit will be a reimbursable expense as defined in this document and may be verified by source documents. The following order of supply will be, through the incident, through an agency cache/warehouse, or from commercial sources of supply.

- **Consumable goods** used on the incident will be replaced for agencies and their cooperators through the supply unit on the incident. If unable to fill, the supporting agency home unit may fill through agency caches and warehouses accompanied by the appropriate incident replacement documentation. Commercial suppliers (e.g. 2-cycle oil mix, burn fuel, saw bar lubricant) may fill petroleum products.
- **Chainsaw supplies and maintenance items** specific to the saw manufacturer, including cutting attachments, are necessary to keep the saw operating for the benefit of the incident. Reasonable quantity of items specific to the maintenance and performance of chainsaws will be considered expendable items used to support the incident. Additionally, items used during felling and bucking operations (plastic wedges, etc.) for the safety of the operator are also expendable and may be replaced. If the supply unit is unable to fill chainsaw

related items at the incident in a timely manner, approved items listed on an OF-315, Incident Replacement Form, will be filled at the supporting agency home unit through commercial sources as a reimbursable expense.

- **Damage/Loss Property:** Lost or damaged government property may be replaced when reported on the Great Basin OF-289, Property Damage and Loss Form, that was reviewed and signed by the IC, logistics section chief, supply unit leader, finance section chief, agency administrator, or designee of the host unit. Replacement can occur at the incident supply or through the agency cache and warehouse system with form OF-315.
- **Specialty and Non-cache Items** may be replaced and reimbursed with the incident Jurisdictional Agency's written documentation to the home unit for the replacement of government property items, which have been destroyed or rendered otherwise unserviceable while being used on the incident. Property items may include but are not limited to digital cameras, chainsaws, GPS units, communication radios, laptop computers and printers. The home unit will handle replacement.
- **State Vehicles and Licensed/Registered Equipment** is self-insured through the State of Utah and subject to deductible charges. When properly documented and not attributed to normal wear and tear, any deductible charges will be a reimbursable expense by the protecting agency.

## **5.9. Personal Property Damage and Loss**

- 5.9.1. Employee loss or damage of personal items on an incident will be subject to the laws, regulations and rules of the employing agency and may be a reimbursable expense by the protecting agency if employee's claim has been filed with the incident and reimbursed by the home unit.

## **5.10. Third Party Cost Recovery**

- 5.10.1. Agencies are committed to recovering suppression costs, and where applicable, emergency stabilization and rehabilitation costs, as well as pursuing civil and criminal action where appropriate. Trespass collection/cost recovery is a way to target prevention efforts as a deterrent to prevent future damages to resources and lands. It is critical that a thorough investigation be completed for all fires where it is determined to be human-caused or cause is unknown.
  - Each agency shall be responsible for the fire-related law enforcement activities involving their respective lands. Agencies shall render mutual assistance in investigation and law enforcement activities to the fullest extent possible.
  - Local interagency dispatch centers will maintain a list of qualified wildland fire investigators.
  - The responding resources will notify the Jurisdictional Agency if the fire is suspected to be human-caused or cause is unknown. A Wildland Fire Investigator will be ordered to investigate as soon as possible. First

responders and the IA IC are responsible for protection of the scene and area of general origin.

- Non-Jurisdictional agency wildland fire investigators will provide a copy of the origin and cause report to the Jurisdictional Agency within six months of the fire start, or as requested. In the case of criminal action, notification to the Jurisdictional Agency will occur as soon as possible.
- A Statewide Interagency Wildland Investigation Taskforce (SIWIT) is recommended when the complexity of a wildland investigation case exceeds the capacity of the investigator(s) initially assigned or Jurisdictional Agency fire managers. This taskforce is focused exclusively on fire origin and cause. Factors to evaluate for investigation complexity are:
  - Criminal acts or suspicious circumstances
  - Probability of criminal or civil action
  - Large, multi-jurisdictional fires
  - Critical incidents
  - High monetary value losses
  - High fire suppression **costs**
- Cost recovery efforts at the civil level for fire trespass on multi-jurisdictional fires involving the State of Utah or a political subdivision will be coordinated between the Department of Justice and the State Attorney General's office and the Attorney's office for that political subdivision. The lead plaintiff agency will be decided at that level depending on the financial commitment by jurisdiction and case facts.
- Agencies will make their best effort to include all agencies' costs in cost recovery efforts, as agency policy allows. Fire suppression efforts are typically multi-agency and other agencies will incur costs despite the fire not being their jurisdiction. Per 31 U.S.C. § 901.1 (c) Agencies shall cooperate with one another in their debt collection activities.

## 6. DOCUMENT LIBRARY

6.1. Agency reference manuals are the Fire Department Manual and the Fire Management Manual located at <https://ffsl.utah.gov/resources-for-fire-departments/>

1. Master Cooperative Wildland Fire Management Agreement
2. Utah State Operating Plan
3. Utah Fire Management Program Guide
4. Fire Department Manual and Rates (cooperator)
5. Fire Department MOU (Example)
6. Utah National Guard Agreement
7. Utah Department of Transportation Agreement
8. Utah Incident Business Operating Guidelines
9. Utah State Cost Share Template
10. Great Basin Standard Cost Spreadsheet
11. Utah Land Use Agreement Checklist and Guidance
12. Utah Land and Facility Use Agreement Form – Updated
13. FBS “How to…” Documents

<https://gacc.nifc.gov/gbcc/business.php>

<https://deq.utah.gov/division-air-quality>

## **7. Appendices**

- 7.1. Appendix A – Fire Restriction Closure Process**
- 7.2. Appendix B – In-State Fire Cost Consolidation Process**
- 7.3. Appendix C – Fire Billing Process Out of State**
- 7.4. Exhibit 01 – Sample Itemized Incident Invoice and Summary Costs.**
- 7.5. Appendix D – Cost Share Template**
- 7.6. Appendix E – Delegation of Fire Management Authority/Transfer of Fiscal Responsibility**
- 7.7. Appendix F - Dispatch Fair Share of Cost Contributions**
- 7.8. Appendix G – Smoke Management Program**
- 7.9. Appendix H – U.S. Forest Service General Provisions**

# APPENDIX A

## **Public Use Restrictions - Fire Closures**

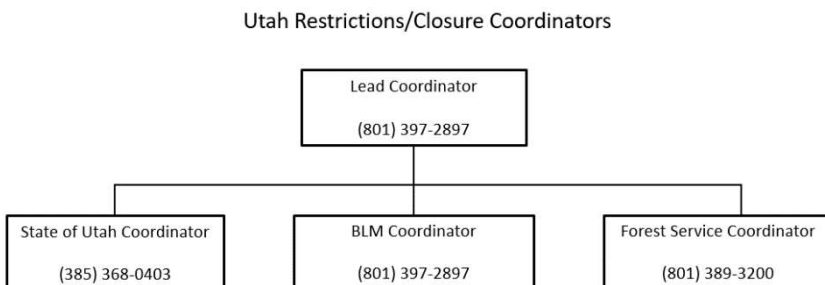
**A Purpose:** Provide guidelines for interagency coordination in declaring, administering and terminating fire restrictions/closures by the various federal, state and local jurisdictions in Utah to:

1. Minimize confusion by coordinating information released to the news media and general public.
2. Provide criteria to be used in the decision making process to implement restrictions/closures/terminations action.
3. Coordinate information using the organizational structure in section D

**B Scope:** This Operating Plan is a guideline for the cooperating agencies in Utah as signatories to the Utah Cooperative Fire Management Agreement.

**C Coordination:** Whenever fire restrictions/closures are implemented and/or terminated, all agencies agree to coordinate their efforts at the local, regional and state level. This includes the area involved, restrictions/closures action, news media and public notification process. The Lead Coordinator will be notified, when a fire restriction/closure implementation and/or termination is under consideration to assist in overall coordination. **This plan shall not limit any agency from implementing restrictions/closures required to accomplish their management objectives.**

### **D Organizational Structure:**



**4. Criteria for Fire Restriction Actions:** The following are examples of criteria used to implement or terminate fire restrictions or closures:

- a. National Fire Danger Rating System.
- b. National Weather Service data and long-range forecast.
- c. Live fuel moisture.
- d. 1000 hour time lag fuel moisture.
- e. Predicted fire behavior.
- f. Recent fire history.

- g. Fuel loading, condition and other local conditions.
  - h. Fire protection service capabilities including water resources.
  - i. Preparedness levels, local or national.
- 5. Boundaries:** Fire Restrictions will be authorized on an area-by-area basis with all interagency partners agreeing when to go into restrictions. “Areas” are defined as the five interagency dispatch zones. Every effort will be made to select boundaries that coincide with the interagency dispatch zones. When this is not possible, boundaries will be based on county lines or major roadways. Designating restriction areas by agency boundaries should be avoided. All interagency partners in a given area must agree to discuss when to go into restrictions for a restriction to be implemented. Local interagency news releases and statewide interagency news releases will be used to announce restrictions.
- 6. Restrictions:** When fire restrictions are imposed they will include all of the following acts as prohibited on public, private, and county-owned lands when a “restriction” is ordered:
- a. Setting, building, maintaining, attending, or using open fire of any kind, including charcoal and briquettes, except campfires within approved fire pits and grills provided for in improved campgrounds, picnic areas, and permanently improved places of habitation, or except as otherwise authorized. Devices fueled by petroleum or LPG products are allowed in all locations.
  - b. Smoking, except within an enclosed vehicle, camp trailer, or building, a developed recreation site, or while stopped in an area at least three feet in diameter that is barren or cleared to mineral soil.
  - c. Discharging, or using any kind of fireworks, tracer ammunition, or other incendiary devices in any location on federal, state, and unincorporated private lands. Note: These acts are always prohibited on all National Forest System and National Park Service administered lands.
- 7. Exceptions to Restrictions:** All other necessary exemptions to the restrictions will be handled through local “permits” issued by the responsible agency (ies) for that purpose.
- 8. Advanced Fire Restrictions:** It may be necessary to impose an “Advanced Fire Restriction.” Advanced Restrictions will be coordinated at the state level and may restrict additional activities or include the complete ban of fires with the exception of devices fueled by petroleum or other LPG products.
- 9. Procedures:** The following general procedures will be used in the implementation, modification, and rescission of fire restrictions.
- a. Local agency prevention officers or Fire Management Officers (FMOs) are responsible to contact their Agency Restriction Coordinator (see section D) when considering implementing fire restrictions. The coordinators will contact adjacent agency offices and other interested parties to ascertain interest in enlarging the affected area.

- b. Agency Restriction Coordinators are responsible to contact the Lead Coordinator to pass on information regarding their intention to implement restrictions. The Lead Coordinator will advise them of the pending action and affected area(s).
- c. Once the restriction is approved, the Lead Coordinator and the State Public Information Officer (PIO) will coordinate with local Public Affairs Officials (PAOs)/PIOs to determine the most appropriate method for a press release. It is critical that a consistent message is delivered to the public, particularly if multiple (statewide and local) press releases are being issued.
- d. The Lead Coordinator will coordinate the development of a GIS product to display areas within the state where fire restrictions have been implemented. The product will be made available through the [utahfireinfo.gov](http://utahfireinfo.gov) web site.
- e. The individual agencies will develop the appropriate legal papers to implement the restrictions action on lands they administer
- f. Local FMOs will notify agencies (city, county, state and federal) of the impending action and the area affected.
- g. Agency coordinators will coordinate public notification. The Agency Restriction Coordinators, in conjunction with PAO from the affected agencies, will publish the action in the statewide media (newspapers, television stations, etc.).
- h. As additional areas are added and/or deleted from the restrictions, the agency FMOs will notify their agency restriction coordinator who will coordinate with the other agency restriction coordinators as to the timing and areas to be affected. Restriction areas will follow guidelines in C. 4.
- i. One to two week time considerations should be given to allow the information to be communicated to adjacent units, the news media and the public.

#### **10. Termination/Modification of Restriction Action:**

- a. When conditions no longer meet the criteria for fire restrictions (Section C.3) the restriction should be terminated or modified. The individual agencies will develop the appropriated legal paper to end or modify the restriction on the lands they administer.
- b. Local prevention officers or FMOs will contact their Agency Restriction Coordinator, who will notify the Utah Restriction Coordinator about the change of conditions and the possible termination/modification of restrictions. Local FMOs and Line Officers will notify all local fire agencies (city, county, state and federal) of the impending action that are affected.
- c. Local PAO's will coordinate notifying the public through appropriate media outlets concerning the affected areas. Prevention Officers will ensure posted signs are removed.

#### **11. Enforcement:** Agencies agree to assist each other in enforcing fire restriction to the extent possible and coordinate enforcement activities where appropriate

## 12. Definitions:

- o **Restriction** - A limitation on an activity or use.
- o **Closure** - The closing of an area to entry or use.
- o **Campfire** - A controlled fire, occurring out of doors, used for cooking, personal warmth, lighting, ceremonial, or aesthetic purposes.
- o **Developed Recreational Site** – Is an area which has been permanently improved or developed for recreation. A developed recreation site may be a publicly owned campground or picnic area signed and identified for that purpose. It may also be a privately owned permanently developed site used for camping or picnicking for groups or an individual.
- o **Designated Area** - A geographic area defined by an agency in which specific land use activities is occurring.
- o **Permit** - A written document issued by an authorized agency representative to specifically authorize an otherwise prohibited act.
- o **Designated Roads and Trails**- Those roads and trails, which are identified on maps regularly, provided to the public by the State Department of Transportation or Land Management Agencies.
- o **Fireworks**- Includes all classes of explosives. Specifically any device that produces noises, smoke, showers of sparks or movement by combustion or explosive materials. These are Class C explosives as defined by the U.S. Department of Transportation in Part 173, Title 49, Code of Federal Regulations.

## APPENDIX B

### In-State Fire Cost Consolidation Process

All in-state fire bills are consolidated in the Fire Business System (FBS) database for all agencies. Fires are tracked individually per agency and tracked by using fire reports, fire codes, fire names and function codes. For those unique incidents that occur on lands within Utah some of them may have an out of state designator. (Border fires) These incidents will be addressed individually and may be included in the State consolidation process.

The state is responsible for managing consolidated billing in the FBS that includes all agencies and cost share information. Actual costs are tracked by each agency for each incident and added to FBS as costs become available to the respective agencies.

Agency costs are subject to audit procedures identified in section 5.5 Audit Procedures. The consolidated billing database is verified but may be disputed based on the cost share allocation, severability of costs and actual costs submitted for each fire. FBS will generate a final balance for all parties in the State/Federal Reconciliation Report, thus requiring only one transfer of funds to reconcile the fire season.

Any discrepancies or concerns pertaining to individual fires recorded in FBS will be identified, resolved and handled on a per case basis, beginning with a cost adjudication meeting. During the adjudication meeting, entities that are party to the billing process will meet to discuss the discrepancies or concerns. If a consensus cannot be reached, these costs will be elevated to the involved Agency UOC members for resolution. After resolution of costs, a bill will be issued to the owing party. Post reconciliation adjustments will be resolved, agreed to and pursued by all agencies involved, on a case-by-case basis.

## APPENDIX C

### Fire Billing Process *for State Resources*

#### Out of State

- A. **Reimbursable Billings and Payments:** Invoices from the State should be submitted as soon as possible, but no later than 270 days after resources return from assignment. Instances where more than 270 days are needed, a written extension of time may be granted in which a final invoice must be submitted within 365 days of the initial action.

A separate invoice will be submitted for resource(s) assigned to an incident out of state:

- Remit To: agency name, address, phone number, and agency financial contact
  - Invoice number
  - Agreement number and/or Task Order number
  - Incident name and incident number
  - Location and jurisdictional unit
  - Dates of the incident covered by the billing
  - Appropriate incident fire code
  - Initial Resource Order with unit name and number
  - Itemized summary cost data for the amount being billed. Summarization of cost data can be found in the Agreed to Billable/Reimbursable Expenses breakdown in Provision 5.3.3.4
  - DUNS number when appropriate
1. The above bulleted list is considered adequate documentation for billing and reimbursement; and will be submitted as shown in Exhibit 01. If questions arise from this document, further documentation may be provided as available by the agencies.
  2. The State will maintain records of summary cost data to include, but not be limited to, personnel costs and consolidated travel statement, equipment use, vehicle mileage reimbursement, rental reimbursement, and a listing by vendor name and amount spent for supplies and services procured.
  3. Cost source documents are incident generated cost, time reports and general information and/or state required reports generated by the Agency, that support the summary billing and reimbursement. Time recording procedures and documentation requirements are located in agency reference manuals. See document library.

4. Qualifying reimbursable expenses for an incident are listed in Provision 5.3.9 Reimbursable Assistance Expense of the Statewide OP
5. Cost source documents will not be required unless summary cost data is disputed or another agency requires source documents (i.e. FEMA, trespass or cost share). The Agencies agree to allow agency auditors access to all cost source documents for audit and inspection. Agencies shall maintain all records necessary to properly account for the expenses made and authorized by this agreement. These records shall be retained as per the agencies record retention guidelines but no less than four years.
6. Requests for source documentation to resolve billing discrepancies will be made in writing within 30 days of receipt of the bill. The request shall only be for the documentation required to resolve the discrepancy.
7. New incident numbers and fire codes may be assigned by the IMT or Jurisdictional Agency for cost tracking purposes (e.g., cost share, trespass, and initial attack fires). The state will document for each number and code assigned by the protecting agency based on incident generated documents. This sharing and movement of resources will not necessitate a new resource order for reimbursement.
8. Initial resource order authorizes per diem and lodging to and from the incident. Outside of travel, resource orders should state "self-sufficient" if asked to provide their own meals and lodging. This documentation is required for reimbursement.
9. Geographic Area Coordination Centers (GACCs) may choose to order resources for prepositioning or wildfire support. These orders are area support Wildland Fire Support (WFSU) code, a preposition order, or preparedness order with a fire code. After reporting, the GACC will reassign the resource under a fire code on a new order in ROSS.. The initial order for WFSU, Prepositioning and Preparedness is reimbursable for State resources and cooperators.
10. Presidential declared FEMA "Surge Orders" may be the only ROSS generated resource order. An agency will receive a Mission Assignment (MA) to bill to after they arrive to the assignment area. The new MA order may not be re-assigned through ROSS. The initial "Surge Order" will approve the MA for reimbursement.

B. Billing Contacts

1. Assignments of State resources outside of Utah on fires under the jurisdiction of the USFS or another State will be directly billed by the State of Utah to USDA Region Four (R- 4) USFS Incident Business Specialist.
2. Any assignments of State resources outside of Utah on fires under the jurisdiction of a Department of the Interior agency will be billed by the State of Utah to the BLM Utah State Office Incident Business Specialist.

- C. Electronic Funds Transfer (EFT): Utah shall designate a financial institution or an authorized payment agent through which a federal payment may be made in accordance with U.S. Treasury Regulations, Money, and Finance at 31 CFR 208, which requires that federal payments are to be made by EFT to the maximum extent possible.

1. In order to receive EFT payments, Utah shall register and stay current on registration in the SAM.gov contractor registry, formerly known as Central Contractor Registry (CCR), at [www.SAM.gov](http://www.SAM.gov) and follow the instructions on line. For assistance, contact the SAM.gov Assistance Center at 866-606-8220 or through the Federal Service Desk at [www.fsd.gov](http://www.fsd.gov).
- .
- D. **Payment Due:** Whenever this Agreement provides for billing, the agency receiving the bill has an obligation to pay in accordance with the terms of this Agreement. All bills will be paid in accordance with the paying Agency's prompt payment procedures. Final agreed upon bills will be due 30 days after the date of issuance.
  - E. **Financial Dispute Resolution:** Any discrepancies or concerns will be provided in writing from the reimbursement agency to the billing agency within 30 days of receipt of bill. If a conflict arises, the parties should attempt to resolve the differences. If a consensus cannot be reached, the issue will be elevated to the involved Agency UOC members for resolution. If no resolution is met, the parties follow their dispute resolution processes.



**STATE OF UTAH  
NATURAL RESOURCES  
Division of Forestry, Fire and State Lands**

Invoice Date  
12/13/2018

Invoice Number  
SL19-0687  
Net 30 days

**Remit to:**

Division of Forestry, Fire and State Lands  
1594 W North Temple Ste 3520  
Salt Lake City, UT 84114-5703  
801-538-5555

**Bill to:**

Bureau of Land Management  
State Fire Management Officer  
440 West 200 South, Suite 500  
Salt Lake City, UT. 84101

Fire Name	Incident Number	Financial Code	Beg Date	End Date	Resource #	Resource Name
2018 WID Support	NVWID-020074	PDJ8G7	07/27/2018	07/29/2018	O-23	Unified Fire Authority

Agreement #	DUNS#	Batch #	Tracking #	Job Code
BLM-CMA-UT-SW-2018-001	117157466			Unified Fire Authority

**Itemized Cost Summary**

Description	Detail	Amount
FRA Equipment Use		\$1,100.00
Expense Reimbursements		\$781.69
Miscellaneous	S# / Item / Vendor: ME&I Per UFA Policy Notes: Incidentals Per UFA Policy	\$15.00
<b>Total Due:</b>		<b>\$1,896.69</b>

**Account Codes**

Fund	Dept	Unit	Approp	Object	Revenue	Activity	Function	Program	Phase	Amount
1000	560	1820	RDC	7303			F182386			(\$1,896.69)
<b>Total Accounting Codes:</b>										<b>(\$1,896.69)</b>

Approved by:

Contact: Vicki Leatham

Phone: 538-5494

Prepared by: Vicki Leatham

# Appendix D

## COST-SHARE AGREEMENT

<b>Incident Name</b>				<b>Incident Number(s)</b>				
<b>Cost Share Start/End Dates</b>				<b>Incident Number(s)</b>				
<b>Cause</b>				<b>Incident Number(s)</b>				
<b>Incident Command Structure</b>	<b>Single Agency</b>				<b>Jurisdictions</b>			
	<b>Unified Command</b>							
	<b>I.C.s</b>							
<p>This Cost-Share Agreement between _____ and with the cooperation of _____ was prepared under the authorities of:</p> <p>The Cooperative Fire Protection Agreement between the U.S.D.I Bureau of Land Management (Utah State Office), National Park Service (Intermountain Region), Bureau of Indian Affairs (Phoenix, Albuquerque &amp; Navajo Area Offices), U.S. Fish &amp; Wildlife Service (Mountain &amp; Prairie Regions), U.S.D.A. Forest Service (Intermountain Region) and The Utah Division of Forestry, Fire &amp; State Lands.</p>								
<p>It is hereby agreed that the cost basis on this Incident will be shared as follows:</p>								
<p>Rationale used in developing this cost agreement:</p>								
<p>The following section is optional, but may be used if costs are calculated on a percentage basis:</p>								
<b>Agency</b>		<b>Direct Cost</b>	<b>Indirect Cost</b>	<b>Air/Retardant Cost</b>				
<p>This agreement and the apportionment contained are our best judgements of agency cost responsibilities.</p>								
<b>Signature</b>				<b>Signature</b>				
<b>Print Name</b>				<b>Print Name</b>				
<b>Agency</b>				<b>Agency</b>				
<b>Date</b>				<b>Date</b>				
<b>Phone #</b>				<b>Phone #</b>				
<b>Signature</b>				<b>Signature</b>				
<b>Print Name</b>				<b>Print Name</b>				
<b>Agency</b>				<b>Agency</b>				
<b>Date</b>				<b>Date</b>				
<b>Phone #</b>				<b>Phone #</b>				

# Appendix E

## Delegation of Fire Management Authority

Delegation of Fire Management Authority  
and  
Transfer of Fiscal Responsibility  
between  
Utah Division of Forestry, Fire and State Lands  
and  
[Participating Eligible Entity]

**Definition as outlined in the Cooperative Agreement for Participating Entities:**

Delegation of Fire Management Authority and Transfer of Fiscal Responsibility (“Delegation”) occur simultaneously with **one** of the following events (check all that apply):

- State or federally owned lands are involved in the incident; or,
- firefighting resources are ordered through an Interagency Fire Center (beyond “pre-planned dispatch”); or,
- at the request of the Participating Entity having jurisdiction by the local fire official on scene; or,
- by decision of the State Forester after consultation with local authorities.

Delegation to FFSL means FFSL or its designee becomes the primary incident commander, in a unified command environment with the agency having jurisdiction.

BASED UPON one of the foregoing having occurred it is hereby agreed by and between the parties that Fire Management Authority and Fiscal Responsibility is hereby delegated and transferred to the Division of Forestry, Fire and State Lands. Responsibility for fire suppression costs depends upon applicable statutes, rules, and agreements.

**Participating Entity Fire Official:**

\_\_\_\_\_  
Name/Title Signature

\_\_\_\_\_  
Date Time

**Forestry, Fire and State Lands Official (or designee):**

\_\_\_\_\_  
Name/Title Signature

\_\_\_\_\_  
Date Time

\_\_\_\_\_  
Incident Name Incident Number

# Appendix F

## Dispatch Fair Share of Cost Contributions

1. The procedures outlined here are as directed by the Utah Statewide Dispatch Fair Share Cost Contribution Agreement, hereafter referred to as agreement, entered into by the Agencies Party to the CFMA. The Agencies party to this agreement agrees to maintain, support and actively participate with the following interagency dispatch centers: Northern Utah Interagency Fire Center (NUIFC), Uintah Basin Interagency Fire Center (UBIFC), Richfield Interagency Fire Center (RIFC), Moab Interagency Fire Center (MIFC), and Color Country Interagency Fire Center (CCIFC).
2. Cost Sharing
  - a. The agencies agree that cost sharing for Utah's Interagency Fire Centers will be based on the total cost of dispatch services and which will then be divided between the agencies on a statewide basis. Individual agency financial support will be based on the workload and number of fires attributed to each agency on a statewide level.
  - b. Each center will operate on an annual budget developed by the dispatch office and approved by the local dispatch Board of Directors (BOD).
  - c. Business Rules housed in this document and a standard financial plan template will be reviewed annually by the Utah Dispatch Committee (UDC) in conjunction with the Incident Business/Agreements Committee (UIBC) and approved by the UOC.
3. Methodology
  - a. Cost calculations
    - i. Each center will develop and submit an annual budget plan, using the standard financial plan template, to the Chair of their BOD. Once the budget plan is approved by the BOD, the chair will need to sign and submit to the UIBC Chair by May 15 for the following fiscal year (example FY21 plan should be sent up May of 2020). The UIBC will compile the budget plans, showing direct agency contributions and expected amount of invoice by July 1.
    - ii. Total operating costs will outline planned expenditures by major categories of personnel salary (federal employees will be projected at a full performance level step 5), travel, building lease, utilities, equipment purchases not to exceed \$10,000, equipment and building maintenance, office supplies, and other dispatch expenditures (except for costs associated with the Cache's or agency specific labor tasks). High priced maintenance and improvements need to be approved or added to the statewide priority list for approval. All projects not budgeted for would be prioritized on the list and funded based on priority.
    - iii. Agency direct contributions can include labor, vehicles, building operating and maintenance costs, utilities, travel, training, information technology maintenance and supplies, as identified in the approved financial plan. Each center will need the ability to

make purchases through the USFS, BLM and State purchasing channels. Such purchases will be calculated as part of the direct contribution for the agency.

- iv. Individual center budgets will be approved by local dispatch BOD, reviewed by the UDC, the UIBC, and the UOC.
- v. Agency specific costs will be deducted from center budget totals and will not be part of the calculations for the cost contribution. These costs will not count towards the agencies total contribution. (e.g., a training officer, cache manager, etc.).
- vi. The total annual statewide dispatch operating cost will be the sum of the individual center annual budgets.
- vii. The dispatch costs in this operating plan will be reevaluated in four (4) years and every five (5) years thereafter to coincide with the Utah Master Cooperative Wildland Fire Management and Stafford Act Response Agreement (Master Agreement) schedule.
- viii. The total statewide dispatch operating costs have been calculated and are projected with an inflation rate of 2% each year for the term of this operating plan.

#### 4. Fair share cost calculations

- a. Cost calculations will be based on planned expenditure as identified in each center's financial plan.
- b. A statewide analysis has been conducted to determine the percentage of workload and the percentage of fires attributed to each participating agency. This analysis, to include the review of the cost percentages (Table 2) will be updated, reevaluated and approved by the UOC on the same timeline as this OP.
- c. The UOC may choose to adjust the analysis results or percentages in order to make them more representative of the true workload. All UOC members will agree to any adjustment(s) unanimously.
- d. Agency fair share contribution percentage shall fall within a range based on the percentage of workload and the percentage of fires attributed to each participating agency.

#### 5. An agencies' actual contribution percentage for the term of this agreement shall be determined by the following methodology:

- a. Fair share contribution for the Utah BLM, USFS, and FFSL shall be the greater number of the percentage of workload and percentage of fire occurrence attributed to their agency.
- b. Fair share contribution for NPS and the BIA shall be the lesser number of either the percentage of workload or percentage of fire occurrence attributed to their agency.
- c. Fair share contribution for the FWS shall remain at the current level they are contributing and will only be adjusted annually by the 2% inflation rate.

- d. Fair share contribution for the Arizona BLM shall be 5.08% and will be fully contributed to the CCIFC, as this is the only area of responsibility within the boundaries of the Utah Dispatch system.

Table 2: Agency Fair Share Cost Contribution Percentages

Agency	% Work load	% Fires	% Fair Share
AZ BLM			5.08%
UT BLM	28.0%	28.8%	28.82%
FFSL	30.0%	41.1%	41.10%
USFS	26.0%	18.7%	26.00%
USFWS	1.5%	7.0%	0.15%
NPS	3.0%	2.0%	1.99%
BIA Western	4.0%	3.0%	3.01%

- e. An agencies' contribution will be calculated by multiplying the agencies' fair share contribution percentage by the total annual statewide dispatch operating cost.

6. Implementation

- a. Each agency will develop a plan to move toward their financial contribution commensurate with their proportion of the business need as calculated on a statewide basis. It is recognized that it may not be possible for some agencies to meet their total obligation immediately. Therefore, each agency will meet their total obligation within three years. Agencies increasing their contributions will increase at a rate of one third of their total increase each year for three years beginning in 2019 (Table 3).

Table 3: Annual Planned Contribution by Agency

2020 Total Dispatch Costs		
Agency	Fair Share %	\$ 2,948,419
AZ BLM	5.08%	\$ 149,419
UT BLM	28.82%	\$ 1,029,290
FFSL	41.10%	\$ 915,336
USFS	26.00%	\$ 925,818
FWS	0.15%	\$ 4,423
NPS	1.99%	\$ 41,445
BIA	3.01%	\$ 63,673
Totals	106.15%	\$ 3,129,404

\*Annual dispatch cost increases by an inflation factor of 2% per year

- 7. Over contributing agencies, absorb the difference years 2019-2020 at a rate equal to the respective portion of their combined contribution.

## 8. Agency Contributions

- a. Funds contributed by individual agencies will count toward their agency's contribution. Participating agencies may choose to meet their annual contribution in a number of ways including: providing position(s) at local centers (through approval from the BOD), all or a portion of the annual building operation and maintenance costs, lease payments, supplies, or vehicles. Operational services will be paid through funds contributed by each party and used or retained for use. All changes to an organization will need to be approved by the dispatch centers board of directors or equivalent.
- b. Any costs that are not included in the financial plan will need to be approved by the UOC. If costs are not approved, the contributing agency will absorb those costs (e.g. permanent change of station, moving costs, agency specific training etc).

## 9. Transfer of funds

- a. Individual agencies will retain funds for direct costs see section iii.
- b. For non-direct costs, the UT BLM will act as the funds manager for the partner agencies. Agencies contributing non-direct costs or reimbursing partner agencies will make payments directly to the UT BLM.
- c. The UT BLM will report annually to the UOC on the collection and distribution of these funds.

## 10. Surplus Funds

- a. Any funds in excess of the total operating costs for the dispatch centers will be used to fund critical needs of dispatch that lack adequate funding. Requests for critical needs will be documented on the statewide priority spreadsheet list, vetted through the FMO group, local the BOD and prioritized by the UDC, no more than bi-annually in December and May. Once a statewide priority list is agreed upon, the requests will be reviewed by the UIBC and then approved by the UOC.

## 11. Funds Management

- a. The agencies agree that the UT BLM may retain up to one (1) work month from the surplus funds to offset the cost of collection, processing, distributing and tracking funds contributed to support the Utah dispatch system.
- b. The UT BLM will allocate funds to individual dispatch centers based on costs identified in individual dispatch center budgets.
- c. Agencies contributing non-direct funds may request which dispatch center the funds be allocated based on support to the agency or tribe. However, some funds will need to be redistributed to ensure all dispatch centers receive full funding.

## 12. Reimbursement

- a. Reimbursement may be adjusted based on payments received by partner agencies. If a partner agency fails to make all or a portion of their total payment obligation, UT BLM may proportionally adjust the reimbursements to over-contributing agencies.

### 13. Payment Due

- a. Whenever this Agreement provides for billing, the agency receiving the bill has an obligation to pay. Once bills are received by the reimbursing agency, payment will be made in accordance with that agency's payment processes. All payments shall be received by the BLM no later than January 1.

### 14. Electronic Funds Transfer (EFT)

- a. Notwithstanding any other provision of law, effective January 2, 1999, US Treasury Regulation, Money and Finance at 31 CFR 208.3 requires that federal payments are to be made by EFT unless waived in accordance with specific circumstances set forth in 31 CFR 208.4. In order to receive EFT payments, the payment recipient shall register in System for Award Management (SAM) and are required to validate their information in SAM once per year. The payment recipient is also required to have a Data Universal Numbering System (DUNS) number. The DUNS number is assigned by Dun & Bradstreet, Inc. (D&B) to identify unique business entities. For more information, refer to [www.sam.gov](http://www.sam.gov).

### 15. Provisions

- a. The UOC will meet as needed to review the appropriateness of the cost apportionment methodology. Adjustments for additional funds or reimbursement for individual agencies will be negotiated according to predetermined percentages.
- b. Records shall be retained 5 years after final payment under terms of this agreement.

### 16. Audit Procedures

- a. The Agencies agree to conduct a coordinated audit of up to five percent of the incidents managed under this agreement. Effort will be made to include a representative sample of incidents from all agencies and all dispatch zones. Findings that are inconsistent with the normal or accepted way of doing business will be reconciled on a case-by-case basis. Any decision to further examine records will be agreed to and pursued by all agencies involved.

## APPENDIX G

### Smoke Management Program

#### 1. Overview

In 2001 (revised 2006 and 2012), Utah state administrative rule R307-204, Emission Standards: Smoke Management, was promulgated and specifies the regulatory responsibilities of all persons using prescribed fire or wildland fire on land that they own or manage within Utah. Under R307-204, prescribed fires requiring a burn plan must be registered with the DAQ and cannot be ignited before the DAQ Director approves or conditionally approves the burn request. The Smoke Management Plan (SMP) describes the operational procedures to follow when prescribed fire takes place on lands in Utah under jurisdiction of state and federal land management agencies. In addition, the SMP provides details on the responsibilities of the organizational structure that was developed to operate the SMP, including smoke program coordinator, Utah Airshed Group, and Utah Airshed Oversight Group.

#### 2. Responsibilities

- a. The Smoke Program Coordinator is the liaison between land management agencies and air regulators. The Smoke Program Coordinator is a federal position hired and supervised by the US USFS, Uinta-Wasatch-Cache Supervisor's Office, but provides services statewide to five federal and state land management agencies. The coordinator provides the communication necessary for the Director of the Utah Division of Air Quality (DAQ) to make required burn approval or denial decisions. The coordinator relies on forecast meteorological information from the National Weather Service and DAQ, air quality data from the DAQ is monitoring section, burn plan information, and other information from land managers to make recommendations on potential impacts of smoke from prescribed fire and wildfire events to the Director of DAQ per Utah state rule R307-204. The coordinator processes an average of 639 forms per year.

#### 3. Cost Sharing

- a. The agencies agree that cost sharing for Utah's Smoke Management Program will be based on the total cost of services and divided between the agencies on a statewide basis. Individual agency financial support will be based on the number of smoke forms processed for each agency on a statewide level.

#### 4. Methodology

- a. Cost calculations

The total cost to split for the position (\$108,930) is based on actual cost to the government for salary (\$100,800 with all benefits etc.) plus \$8,130 for vehicle mileage, travel, and equipment.

- b. Contribution percentages

The UOC agreed to use a three-year rolling average of all forms processed as the method for determining individual agency contributions. Done that way, the 2019-cost share would be:

Agency	Cost	%	# of Forms
All	\$108,930	100.00%	1916
USFS	\$63,390	58.20%	1115
State	\$23,366	21.50%	411
BLM	\$13,928	12.80%	245
NPS	\$5,855	5.40%	103
USFWS	\$1,648	1.50%	29
BIA	\$739	0.70%	13

- c. The UOC may choose to adjust the analysis results or percentages. All UOC members will agree to any adjustment unanimously.

5. Payment Due

- a. Whenever this Agreement provides for billing, the agency receiving the bill has an obligation to pay. Once bills are received by the reimbursing agency, payment will be made in accordance with that agency's payment processes. All payments shall be received by the USFS no later than January 1.

6. Transfer of funds

- a. Agencies receiving services from the coordinator other than the US USFS will make payments to the USFS through the appropriate agency forms. The smoke coordinator will report annually to the UOC on the collection and distribution of these funds.

7. Electronic Funds Transfer (EFT)

- a. Notwithstanding any other provision of law, effective January 2, 1999, US Treasury Regulation, Money and Finance at 31 CFR 208.3 requires that federal payments are to be made by EFT unless waived in accordance with specific circumstances set forth in 31 CFR 208.4. In order to receive EFT payments, the payment recipient shall register in System for Award Management (SAM) and are required to validate their information in SAM once per year. The payment recipient is also required to have a Data Universal Numbering System (DUNS) number. The DUNS number is assigned by Dun & Bradstreet, Inc. (D&B) to identify unique business entities. For more information, refer to [www.sam.gov](http://www.sam.gov).

8. Provisions

- a. The UOC will meet as needed to review the appropriateness of the cost apportionment methodology. Adjustments for additional funds or reimbursement for individual agencies will be negotiated according to predetermined percentages. Records shall be retained 5 years after final payment under terms of this agreement.

## APPENDIX H

### U.S. Forest Service General Provisions

#### GENERAL PROVISIONS

1. **Principal Contacts:** Refer to Exhibit B of Master Coop Agreement – Principal Contacts.
2. **Modification:** Modifications within the scope of this Operating Plan shall be made by mutual consent of the Parties, through the issuance of a written modification signed and dated by all Parties prior to any changes being performed. Any Party shall have the right to terminate their participation under this Operating Plan by providing one year advance written notice to the other Parties.
3. **Annual Review:** This Operating Plan is reviewed annually by February 1 and revised, as needed.
4. **Duration of Operating Plan:** This Operating Plan is executed as of the date of last signature and remains in effect through July 25, 2023 unless modified or superseded.

If the current Master Coop Agreement is superseded by a new Agreement, this Operating Plan may remain in effect to the extent that it does not conflict with provisions of the new Agreement, but only until such time that all activities and conditions can be incorporated into a new Operating Plan.

5. **Previous Instruments Superseded:** Master Agreement number 13-FI-11046000-015 has expired and was replaced by 18-FI-11046000-032.

The authority and format of this agreement have been reviewed and approved for signature.

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TIM WAGONER

Date

U.S. Forest Service Grants & Agreements  
Specialist