



## **EASTERN IDAHO FIRE CHIEFS ASSOCIATION MUTUAL AID AGREEMENT**

### **SECTION I. BACKGROUND**

The Southeastern Idaho Reciprocal Fire Fighting Assistance Agreement (RFFA) was developed in 1994 by those departments which have historically provided mutual assistance to the Idaho National Laboratory (INL). The agreement was expanded in 1995 to include other emergency response functions such as hazardous materials and rescue and became the primary all-hazards agreement to enable a formal valley-wide mutual assistance capability.

In 2017, additional emphasis was placed in consolidating other Southeast Idaho cooperative agreements within the RFFA, the incorporation of additional regional agencies with reciprocal capability, and the adoption of a standardized approach for the mitigation of threatening wildland fires that initiate within unprotected lands within the region. To this end, regional County Sheriffs were engaged for the 2017 revision and are party to the agreement where noted by signature.

In 2022, the agreement was updated to include approved addendums, add additional participating agencies, and provide further clarification on adoption of the Gateway Interagency Fire Front (GIFF) and Upper Snake Interagency Wildfire Group (USIWIG) operating plan provisions.

In 2024, the agreement was updated in name and content to conform to commonly used nomenclature and to place this document under the Eastern Idaho Fire Chiefs Association as the official Mutual Aid Agreement of all signed parties in the Eastern Idaho area. Furthermore, in connection with this document, the Eastern Idaho Fire Chiefs Association has created ONE Operating Plan for all Eastern Idaho, thus dissolving the Gateway Interagency Fire Front (GIFF) and the Upper Snake Interagency Wildfire Group (USIWIG). Subsequently, the Constitution and Bylaws of the Eastern Idaho Fire Chiefs Association, and the RFFA, have gone through extensive revisions to properly represent an “All-Hazards” approach. Furthermore, a standard All-Hazards Operating Plan has also been developed incorporating the ideas of GIFF and USIWIG.

### **SECTION II. PURPOSE**

The purpose of this Mutual Aid Agreement is to provide participatory agencies with the capability to augment emergency services available for significant emergencies that challenge the available resources and capabilities of the affected agency. It is an All-Hazards agreement

with application to major Eastern Idaho emergency events involving fire, hazardous material, emergency medical, rescue, natural phenomenon, and similar emergencies. The timely availability of mutual aid resources will save lives and property within the region. The agreement provides for, but is not limited to, local/regional mutual assistance for the first 24 hours of significant events. Multi-day or events that challenge available Eastern Idaho resources may necessitate the activation of statewide cooperative agreements, most notably the Idaho Fire Service Resource Response Plan.

This agreement also introduces a standardized approach for the response and mitigation of wildland fires that originate within unprotected lands and present a threat to the public or property within participating agencies. The agreement **is not** intended to enable or provide a cost-free structural fire response capability for private property within unprotected lands or to take the place of fire protection districts.

Areas of cooperation embodied in this agreement include incident communications and dispatching, response assets, incident command utilization, interagency training, and other areas of interest. More specific details regarding areas of cooperation are found in the Eastern Idaho Fire Chiefs Association Operating Plan.

### **SECTION III. GENERAL PROVISIONS**

1. **Membership:** Any Eastern Idaho (defined as Idaho Fire Service Resource Response Plan Districts 6 and 7) fire department with a reciprocal capability may become party to this agreement. All requests will be forwarded to the Eastern Idaho Fire Chiefs Association for membership consideration and the Department of Energy – Idaho Operations Office (DOE-ID) for approval. In addition, County Sheriffs are eligible for participation as the jurisdictional authority for initiating response to wildfires within unprotected lands when deemed a nuisance or threat to public safety or adjacent protected lands. Attachment A contains a list of those agencies that are current parties to this agreement.
2. **Signatories; Effective Date; Duration:** This Agreement is effective from the earliest date any two Parties have signed a signature page and remains effective for five years from that date.
3. **Additional Parties:** Other agencies may be added to this Agreement if: (a) approved by the Eastern Idaho Fire Chiefs Association and DOE-ID, and (b) they sign and return a signature page to the designated point of contact (see Section XII). The DOE-ID designated point of contact will provide a copy of the signature page to all of the other Parties.
4. **Operating Plan:** The Eastern Idaho Fire Chiefs Association will manage and update an Operating Plan for All-Hazards incidents. The contents of the Operating Plan are to be adopted by each entity participating in this agreement.

5. Training: It is agreed that all participating agencies benefit from periodic joint training and drills. To this end, agencies agree to share upcoming training opportunities within their agency, identify common training needs and associated training initiatives and, when possible, make instructors available to each other and participate in drills and exercises that further preparedness to execute the provisions of this agreement.
6. Excess Equipment: Where consistent with pertinent authorities, any Party may donate excess equipment to any other Party or to other local emergency response jurisdictions.
7. Providing Assistance: It is agreed that each participating agency has a primary responsibility to its own governing body and maintaining protection of its local area and each agency agrees to send resources to each other's aid as local circumstances may permit. Providing assistance under this agreement is therefore not mandatory and provided at the sole discretion of the responding agency.
8. Requesting Assistance: In order to activate this agreement, the emergency incident must first be responded to by the agency with primary jurisdiction authority for the area in which the incident occurs. If it is then determined that additional resources will be needed beyond the capability of the primary agency, that agency may request assistance from other agencies party to this agreement. To qualify as an official request for assistance and enable legal authority for the rendering of assistance, the request must come from a chief officer/deputy of the agency or their associated dispatch agency at their request. It is agreed that requests will be specific in nature regarding type and number of needed resources to facilitate an effective and efficient response.

Parties to this agreement adopt the call-out process outlined in the Eastern Idaho Fire Chiefs Association Operating Plan and agree that Madison County Dispatch (208) 372-5001 is the primary dispatch center to contact for mutual aid requests **IF** your dispatch center is overwhelmed. Jefferson County Dispatch (208) 745-9210 will be a backup to Madison.

9. Except as noted in Section V Reimbursement/Compensation, each participating agency agrees to carry its own expenses under this agreement, exclusive of aerial support, and maintain its own budget providing services and cooperation.
10. This agreement in no way restricts participating agencies from participation with other public or private agencies, organizations, and individuals nor supersede existing response agreements or contracts between agencies.
11. It is agreed that INL FD, as the nearest response resource, will provide automatic aid to vehicle accidents and related emergencies on highways that transect the INL as follows:
  - US Highway 20, east to mile marker 287
  - US Highway 26, south to mile marker 285
  - US Highway 20/26, west to mile marker 255

- US Highway 33, from its intersection with US 20/26 east to mile marker 40
- US Highway 22 between mile markers 25 and 41
- US Highway 28, between mile markers 20 and 35

**SECTION IV.  
SPECIAL PROVISIONS, UNPROTECTED LANDS**

1. Whereas it is recognized that wildfire poses a risk to the life safety of the public and private property values, rapid initial attack of said fires is recognized as the most effective tactic for limiting damage, providing for the safety of firefighters and the general public, and reducing the suppression costs associated with these fires. According to Idaho Code Section §41-256, §31-2202 (1) and (10). §38-107, the County Sheriff has jurisdictional authority of fires in unprotected areas of a County. Fires occurring on these lands, as identified by Idaho Code, allows the County Sheriff to declare these fires a public nuisance and require that the landowner of said unprotected lands make a reasonable effort at extinguishing fires on their property and also allows the Sheriff to order additional fire suppression resources to respond to the nuisance. The Sheriff's authority is further supported by, the Sheriff, as the local fire official under section 41 -256 and authority under IFC § 1 04.1, may call on other emergency responders including outside fire officials, districts, or departments to answer the call. *See, IDAPA 18.01.50.011.01.a.*
2. As may be required by the law of the state of domicile of a party to this agreement, this agreement for participating fire suppression agencies shall be considered a mutual aid agreement for the provision of fire suppression services beyond the party's boundaries in response to said wildland fires and All-Hazard incidents.
3. Requesting Fire Suppression Assistance: County Sheriff departments party to this agreement will request fire support from the nearest fire department party to this agreement. To qualify as an official request for assistance and enable legal authority for the rendering of assistance, the request must come from a chief officer/deputy of the Sheriff or their associated dispatch agency at their request. This is most easily accomplished by following the guidelines in the Eastern Idaho Fire Chiefs Operating Plan.

**SECTION V.  
REIMBURSEMENT/COMPENSATION**

1. Except as otherwise specified, the Requesting Party shall not be liable for compensation of labor and equipment costs of responding parties for the first 24 hours of support. Beyond 24 hours, reimbursement under this Agreement is subject to the availability of authorized and appropriated funding and is further conditioned on receipt of documentation establishing the reasonableness of the reimbursement. All parties agree that reimbursable expenses beyond the first 24 hours of support will be calculated based on the methodology defined in the Idaho Cooperative Mobilization Agreement (ICMA) as developed by Idaho Department of Lands (IDL) in conjunction with the Idaho Office of Emergency Management and Idaho Fire

Chiefs Association. The signing of this Agreement does not obligate any funds of the United States or of any of the other Parties.

2. The Requestor is responsible for reimbursing each Responder's costs for providing lubricating oil, motor fuel, foam and other consumables used by the Responder in the operation. In the unlikely event there is an operation cost or liability that is properly chargeable to one or more Parties under this Agreement but cannot be allocated among them, all of the Parties involved in the operation will assume an equal share of the cost or liability.
3. All Parties will exercise due diligence in returning lost or misplaced equipment.
4. Unprotected Land Wildland Fire Response Provision: For those situations in which a party to this agreement has responded to a qualified request for assistance for wildland fire within unprotected lands, the following shall apply:
  - a. Responding parties providing fire suppression resources may charge the persons who are recipients of those services at an incident in accordance with the duly enacted fee schedule of the responding party under the following state statutes. Depending upon which department/agency responded, there are options for reimbursement for incurred expenses. If the sheriff calls upon a local fire protection district or fire department to respond to the call, the district or department extinguishing a fire or responding to a call for emergency assistance to persons or property not situated within the taxing authority of the fire district or city fire department, is authorized to charge a reasonable fee for the services provided and shall have a lien upon the property serviced, which lien shall be filed of record against the property in the name of the district or city in the time and manner provided by section 45-507, Idaho Code, for liens of original contractors. Idaho Code § 31 -1430.
  - b. In other words, the district or department is enabled to file a lien under the mechanic's lien statute, section, 45-507. Procedure under that statute enables the district or department to commence an action for recovery within six (6) months after the claim has been filed. Idaho Code § 45-510. Such a lien would have priority over certain other claims against the property. See, Idaho Code § 45-512. Other options for reimbursement are included in Idaho Code 6-2402(1) which allows Volunteer Fire Departments to charge a reasonable fee for services and references the State Fire Marshal's recommended schedule of charges which has been determined to be the Idaho Department of Lands Rate Schedule.

**SECTION VI.  
QUALIFICATION/MINIMUM REQUIREMENTS**

The qualifications of fire suppression personnel, minimum requirements for personal protective equipment, and fire suppression equipment performance standards will be identified in the Operating Plan by the parties to this Agreement in accordance with their respective standards. The Fire Chief of the Responding party will send only those resources that meet the identified qualifications, requirements, and standards.

**SECTION VII.  
COMMAND STRUCTURE**

In order to facilitate a cooperative and organized effort on an incident, the Incident Command System (ICS) shall be used. The Incident Commander shall be the designated representative of the requesting agency on whose jurisdiction the incident starts. If the incident involves multiple jurisdictions, a Unified Command may be implemented (recommended). Command of the incident may also be delegated from the agency with jurisdiction to the cooperating agency, by mutual agreement, as necessary, provided the requesting agency is not relieved of contributing resources and associated costs.

**SECTION VIII.  
COMMUNICATIONS**

1. At a minimum, there will be one common designated radio frequency used by Command and/or the Officers-in-Charge of the requesting and responding parties.
2. It is understood that the cooperating parties agree to the use of their assigned radio frequencies between parties. However, the assigned frequencies will only be used when the parties are engaged in common fire suppression activities or other All-Hazard emergency incidents.

**SECTION IX  
RELEASE OF RESOURCES**

It shall be the responsibility of the Requesting agency to release the resources loaned by the Responding agency in a timely manner so as to ensure that the resources loaned are not needlessly detained.

**SECTION X.  
EVACUATION – READY, SET, GO PROGRAM**

Parties to this agreement are encouraged to promote and use the “Ready, Set, GO!” (RSG) program. The program is managed by the International Association of Fire Chiefs (IAFC) and helps fire departments teach individuals who live in high-risk wildland fire areas how to best

prepare themselves and their properties to adapt to living with fire. Promoting RSG in all the Eastern Idaho communities will provide for continuity in messaging and education of the public, law enforcement and fire personnel. For information on RSG, go to:  
[https://www.wildlandfirersg.org/s/?language=en\\_US](https://www.wildlandfirersg.org/s/?language=en_US)

## **SECTION XI. LIABILITIES/WAIVERS**

Each party waives all claims against every other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this agreement unless gross negligence on the part of any party is determined.

## **SECTION XII. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

1. Point of Contact; Lead Agreement Administrator: Each Party must identify a point of contact (name, title, business address, business and mobile phone number and business email address) to administer the day-to-day requirements in this Agreement. The point of contact for DOE-ID will be the lead administrator of this Agreement, and will process amendments, add Parties, notify Parties of upcoming meetings, etc. Each Party must also identify an agency administrator (name, title, business address, business and mobile phone number and business email address) to administer the requirements in this Agreement.

Mutual Aid Agreement Point of Contact:

Carisa Schultz: [carisa.schultz@inl.gov](mailto:carisa.schultz@inl.gov),  
(208) 526-9120 (office), (208) 351-3969 (cell)

2. Legal Authority: Each party has the legal authority to enter into this instrument, and the institutional, managerial and financial capability to ensure proper planning, management, and completion of the project.
3. Changes; Termination: This Agreement is changed when a written change has been signed by all of the Parties. Any Party may terminate its obligations under this Agreement at any time.

Attachment A

**EASTERN IDAHO FIRE CHIEFS ASSOCIATION  
MUTUAL AID AGREEMENT 2024  
PARTIES**

**Fire Departments**

Aberdeen/Springfield Fire District  
Alpine Fire District  
American Falls Rural Fire Prot. Dist.  
Arco Fire Department  
Arimo Fire Department  
Bancroft Volunteer Fire Department  
Bear Lake County Fire Department  
Blackfoot Fire Department  
Bonneville County FDist. #1 (Ammon)  
Bonneville County FDist. #2 (Swan)  
Camas Creek RFPA  
Caribou County Fire Department  
Central Fire District  
Chubbuck Fire Department  
Clark County Fire Department  
Downey Volunteer Fire District  
Elk Bend Fire Protection District  
Fort Hall Fire & EMS  
Franklin County Fire District  
Grace Fire Department  
Hamer Fire Protection District  
Henry's Creek RFPA  
Idaho Falls Fire Department  
Idaho National Laboratory  
Inkom Fire Department  
Island Park Fire District  
Lava Hot Springs Volunteer FD  
Leadore Community Volunteer FD  
Lemhi County Fire Protection Dist. 1  
Lost River Fire Protection District  
Madison Fire Department  
Malad/Onieda Fire Department  
McCammon Fire Department  
Montpelier Fire Department  
North Bannock Fire District

North Custer Rural Fire District  
North Fork Fire Protection District  
North Fremont Fire District  
Pocatello Fire Department  
Pocatello Valley Fire Department  
Roberts Fire District  
Rockland Rural Fire District  
Sawtooth Valley Rural Fire District  
Shelley/Firth Rural Fire District  
Soda Springs Volunteer FD  
South Custer Rural Fire District  
South Fremont Fire District  
Teton County Fire Prot. District  
Ucon Fire Department  
West Jefferson Fire District  
Williams Lake Volunteer FD

**Sheriff's Departments**

Bannock County Sheriff  
Bear Lake County Sheriff  
Bingham County Sheriff  
Bonneville County Sheriff  
Butte County Sheriff  
Caribou County Sheriff  
Clark County Sheriff  
Custer County Sheriff  
Franklin County Sheriff  
Fremont County Sheriff  
Jefferson County Sheriff  
Lemhi County Sheriff  
Madison County Sheriff  
Oneida County Sheriff  
Power County Sheriff  
Teton County Sheriff



**EASTERN IDAHO FIRE CHIEFS ASSOCIATION  
MUTUAL AID AGREEMENT 2024**

[SIGNATURE PAGES TO BE ATTACHED HERE]

**EASTERN IDAHO FIRE CHIEFS ASSOCIATION  
MUTUAL AID AGREEMENT 2024**

(Insert agency name here)

\_\_\_\_\_  
(Signature - Insert signatory name and title here and sign on the line)

Date: \_\_\_\_\_

Agency Point of Contact/Agency Administrator Information:

Name:

Address:

Cell Phone:

Email: