

WILDLAND FIRE CONTROL
INTER-AGENCY AGREEMENT
BETWEEN
THE UTAH NATIONAL GUARD
AND
THE UTAH STATE FORESTER

THIS INTER-AGENCY AGREEMENT made by and between the Utah National Guard, hereinafter called the NATIONAL GUARD, and the Utah State Forester, hereinafter called the STATE FORESTER, under the authority of the Act of June 30, 1914, (16 U.S.C. 498) and pursuant to Title 65A, Division of Forestry, Fire and State Lands statutes (UCA 1953 amended 1961, 1969, 1988 and 1993), sections 8-2 through 8-10 and Army Regulation 500-60.

WHEREAS, the NATIONAL GUARD is an Emergency resource, available to the Governor, and

WHEREAS, the NATIONAL GUARD has equipment and supplies that are useful in the suppression of forest and range fires within the State of Utah, and

WHEREAS, the NATIONAL GUARD has personnel available for employment on a volunteer basis by the STATE FORESTER to assist from time to time, and

WHEREAS, the STATE FORESTER is charged with the responsibility of protecting portions of state and private lands within the State of Utah from fire, and

WHEREAS, the STATE FORESTER or the State of Utah may be called upon to assist Federal agencies within the State with wildland fires originating on Federal lands,

AND WHEREAS, the State of Utah may need to show reasonable commitment of State Fire Fighting resources, including NATIONAL GUARD resources, in order to obtain further Federal assistance in wildland fire control,

NOW THEREFORE, it is mutually agreed:

1. That the STATE FORESTER will be the representative of all wildland fire fighting organizations both State and Federal, for coordination of wildland fire suppression requests for NATIONAL GUARD personnel, equipment and supplies.
2. That all requests to the NATIONAL GUARD will be made to the Adjutant General or his representative, by the STATE FORESTER or his representative.
3. That the NATIONAL GUARD, in an emergency and with the approval of the Governor of the State of Utah, will make available to the STATE FORESTER without charge, except as provided in paragraphs 4, 6 and 10 below, equipment and supplies needed and requested by any other State or Federal agency for the suppression of fires under control of such agency.
4. That the supported agency will provide the necessary services and supplies, such as

gasoline, oil and grease, needed to operate the equipment during the period of use and for the purpose for which lent; or that the supported/using agency will replace in-kind or pay the NATIONAL GUARD for any supplies furnished by the NATIONAL GUARD.

5. That the supported agency agrees to make and pay for such repairs as may be necessary to restore the lent equipment to a satisfactory operating condition equal to that which it was before its use, fair wear and tear excepted.
6. Aircraft and Pilot-in-Command assigned by National Guard must be approved for cooperative fire agency use by the USDA Forest Service. Unit commanders must insure that pilots assigned as Pilot-in-Command (PIC) meet the minimum requirements for cooperative fire use, and are trained and current in the missions assigned. A copy of the approval letter will be placed in each approved helicopter. The letter is issued in place of individual pilot and helicopter approval cards. The helicopter "blade time" will be reimbursed by the supported agency at the rate established by the current fiscal year's Department of Defense emergency use rates.
7. The NATIONAL GUARD will determine National Guard Army Aviation equipment and personnel required to properly support the mission. Crew rest and other operational procedures will be consistent with existing Army Regulations (AR's) and Utah Army National Guard Standard Operating Procedures (SOP's). The State Army Aviation Officer (SAAO) will have oversight responsibility for aviation personnel and equipment through the course of the operation.
8. That the NATIONAL GUARD, upon approving a request, will determine what is needed in personnel, equipment and supplies, including service vehicles and maintenance personnel, and the costs for fuel, oil, grease, and tires, if not reimbursed in kind.
9. That NATIONAL GUARD personnel employed by the STATE FORESTER in supporting State and/or Federal Fire Management Agencies will be covered by the State Workmen's Compensation Insurance Program.
10. That all charges for NATIONAL GUARD personnel will be paid from the assembly area to their release point. For those individuals with travel time greater than one hour to the assembly point and/or release point, additional paid hours will be included to cover a reasonable travel time to or from their home unit. Adequate time will be allowed for maintenance and repair of equipment used, and will be paid to NATIONAL GUARD personnel involved by the using agency.
11. Personnel selected by the NATIONAL GUARD will be paid at the rate established for the position they are employed in support of fire suppression efforts by State Forestry. In those cases when the NATIONAL GUARD is actually mobilized and officially ordered out as a unit, appropriations are not available for reimbursements to the NATIONAL GUARD except as may be provided by Public Law 91-606 (42 USC Chapter 38) or as provided by the Economy Act of 1932 (31 USC 686). Payment will not be made to employees of the Armed Services. Reimbursement for the services of Federal civilian personnel who may be assigned by the NATIONAL GUARD will be on

a reimbursement basis. (See attached list).

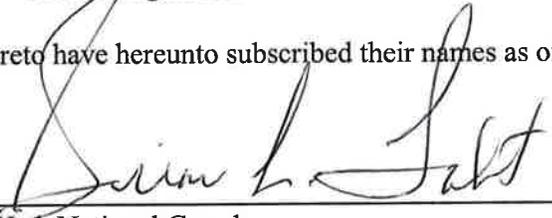
12. In the event that any member of the NATIONAL GUARD is ordered or called to State Active Duty without pay, the Supported Agency shall pay in addition to the wage rates provided for in paragraph 10, all necessary contributions and premiums to cover said member under applicable State Workmen's Compensation insurance programs.
13. That loss, damage or destruction of equipment covered by this agreement will be considered under existing laws and regulations. Claims for loss, damage, or destruction will not be approved when (1) due to ordinary wear or tear, or (2) when negligence on the part of the NATIONAL GUARD or its agents caused the loss, damage, or destruction.
14. That the NATIONAL GUARD will furnish only equipment or supplies that may be available at the time of the request which will not interfere with any mission or objectives that have been assigned to the Utah National Guard.
15. Personnel will not work, nor be paid for more than sixteen hours daily unless specifically directed by the Incident Commander. To comply with the Health and Safety Code, under no circumstances will the work shift of a driver exceed twelve hours. After the initial twenty-four hours of the emergency, drivers will not drive more than eight hours during any one shift. When drivers are transporting personnel, a relief driver or other alert overhead person will ride in the cab with the driver.
16. When cargo trucks (troop haulers) are used, two qualified drivers will be dispatched with each truck and two extra drivers will be included when more than five trucks are employed. The two qualified drivers will provide twenty four-hour coverage (i.e., two each twelve hour shifts). Personnel assigned driving duties will not exceed eight hours of actual driving time during any twelve-hour shift. The supported agency will provide a responsible person to ride with each driver. The supported agency personnel riding in the cabs of NATIONAL GUARD vehicles are designated as observers/safety personnel and will not drive NATIONAL GUARD vehicles.
17. That this agreement will remain in effect until superseded or terminated by either party with fifteen days notice in writing to the other party, or terminated by either party in accordance with the laws of the State of Utah.
18. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom unless it is made with a corporation for its general benefit.
19. The parties to this agreement mutually release the Utah National Guard, the State of Utah and the United States and their officers, agents and employees from any and all claims or demands arising out of the performance of this Agreement or from acts or omissions committed by either party, its officers, agents and employees.
20. That to comply with State and Federal laws and regulations, it will be necessary to

ensure that the Governor executes a declaration of local emergency for each incident in which NATIONAL GUARD support is required. The STATE FORESTER or his representative will obtain these declarations in each case from the Division of Comprehensive Emergency Management. That the NATIONAL GUARD will report deployment and costs to the Division of Comprehensive Emergency Management.

21. Upon approval, this agreement supersedes all previous agreements with the STATE FORESTER, and with all the other Federal Agencies.

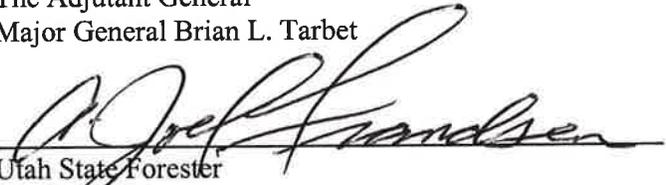
IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date listed below.

Date 2/18/03



Utah National Guard
The Adjutant General
Major General Brian L. Tarbet

Date 2/19/03



Utah State Forester
A. Joel Frandsen

Date 2/19/03



Executive Director Department of Natural Resources
Robert Morgan

Date 5/20/03



Commissioner Public Safety
Robert L. Flowers

Amendment 1

Pay Plan

By mutual agreement of the Adjutant General of Utah and Utah State Forester, representing fire control agencies, the following job classifications are established for National Guard personnel on fire suppression duty. The wage rate for each title position is adjusted periodically under the State of Utah General Pay Plan.

List of Job Titles and Ad Ratings - 2002

Military Position	Fire Position	State Pay Step	Base Pay Rate	Overtime Pay Rate	Hazard Pay Rate
Military Field Commander	Operation Section Chief	48	\$16.68	\$8.34	1
Assistant Military Field Commander	Assistance Operation Section Chief	46	\$15.80	\$7.90	1
Operations Officer	Division/Group Supervisor	44	\$14.96	\$7.48	\$3.74
Operations - NCO	Strike Team Leader	41	\$13.79	\$6.90	\$3.45
Heavy Equipment Operator	Dozer Operator	30	\$10.23	\$5.12	\$2.56
Heavy Equipment Operator	Transport Diver	30	\$10.23	\$5.12	1
Mechanic	Mechanic	30	\$10.23	\$5.12	1
Wrecker Operator	Dozer Operator	30	\$10.23	\$5.12	1
Truck Driver - 2 Tons & Greater	Truck Driver	30	\$10.23	\$5.12	1
Truck Driver - 1 ½ Ton and Less	Truck Driver	28	\$9.69	\$4.85	1
Aircraft Pilot		71	\$31.13	\$15.57	2
Aircraft Pilot/Navigator		71	\$31.13	\$15.57	2
Air Operations Director		57	\$21.29	\$10.65	2
Crew Chief		57	\$21.29	\$10.65	2
HEMMT Driver/Operator		39	\$13.06	\$6.53	1
Security Manager		39	\$13.06	\$6.53	1

Security Personnel (Armory)		30	\$10.23	\$5.12	1
Crew Boss		30	\$10.23	\$5.12	\$2.42
Squad Boss		25	\$8.94	\$4.47	\$2.24
Firefighter		23	\$8.46	\$4.23	\$2.12

1 These positions are not normally exposed to the fireline or flight conditions.

2 These positions are exposed to flight hazard and as such hazard pay is built into the base pay scale

The rate for the use of Utah National Guard Armories is \$ 100.00/Day. These fees should be paid by the fire organization, Interagency Fire Center or State Forestry Personnel to the local Armory Board. The Armory Board is a nonprofit organization which oversees the use of the Armory by non-National Guard organizations.

Attachment 2

Operational Procedures National Guard Aircraft UH-60

Cost for helicopters are calculated at an hourly rate based on clock hours from the point the wheels leave the ground until engine shut down (expressed as “Blade Time”). When maintenance or repairs to assigned aircraft are required at the unit facility, replacement aircraft may be provided and the total blade time to ferry the helicopters to and from the National Guard facility will be billed to the incident.

Rotation of National Guard personnel during an incident will be accomplished by ground as much as possible. Travel time of personnel to and from the incident will be compensated at their assigned hourly rate.

The supported agency shall provide National Guard with food and lodging while at the scene of the incident. Other than helicopter flight crew and support personnel, National Guard personnel will not normally be provided motels at incidents.

The State Forester has established two positions for the purpose of the efficient management of this program. These are the Agency Aircraft Military Liaison (AAML) and the Military Helicopter Manager (MHEM). The AAML/MHEM will use the “Interagency Helicopter Operations Guide” (IHOG) as guiding policy and procedure. Each UH-60 will have an accompanying MHEM assigned before arriving at an incident. The MHEM may assume the role and responsibilities of the AAML when one helicopter is assigned, or when two helicopters are assigned on the same incident.

The Flight Operations Officer and the Military Helicopter Manager (MHEM) will reconcile daily costs. Cost summaries will be provided to the incident by the MHEM at the end of each day. Costs incurred during refueling at the National Guard facility will be provided to the MHEM as soon as practical.

Flight crew endurance schedules will follow National Guard Aviation standard operating procedures. If circumstances require implementation of interim flight crew duty limitations (National Interagency Mobilization Guide), than the more restrictive duty day will prevail. Environmental relative factors including operating with external loads will be computed at a factor of 1.1 hours against the crew’s maximum flight hours.

Time Period Hours	Maximum Duty Day	Maximum Flight
24	16	8
48	30	15
72	42	22
168 (7 days)	84	42
Sling Load and Water Bucket operations have a factor of 1.1 flight hours.		

It will be the responsibility of each Pilot-in-Command (PIC) to complete the Performance Planning Card for assigned missions in accordance to National Guard procedures. This information will be used by the MHEM to provide the incident with allowable payloads for intended mission requests. This information will be recorded and posted each day.

Flight following en route to the incident shall be done with the appropriate fire dispatch centers, and in accordance with supported agency flight following procedures. The National Guard will also flight follow as per their unit standard operating procedures. At all times the Air Guard frequency (168.625) will be monitored.

National Guard helicopters are considered “standard category” aircraft and can be used for the transportation of passengers, and external loads including water-dropping operations. UH-60 helicopters are classified as ICS Type 1 helicopters. The supported agency will provide the necessary helicopter fire crewmembers in accordance with the IHOG to facilitate crew transport missions with a Type 1 helicopter.

National Guard Aircrew and support staffing for each UH-60 Blackhawk deployed will be as follows

Personnel	Position
1	Pilot-In-Command (PIC)
1	Pilot (PI)
2	Crew Chief (mechanic)*
1	Flight Operations Officer **
1	Flight Operations Specialist **

*The Crew Chief is a member of the flight crew. Missions may be performed with one Crew Chief on the aircraft with approval of the PIC and in concurrence with UTARNG standard operating procedures.

** Additional flight operation personnel may not be required during deployment of two UH-60 helicopters if operating at the same incident.

To meet requirements for cooperative fire agency use, the National Guard qualified PIC needs a minimum of 500 hours of PIC experience in helicopters and is qualified for flight in mountainous geographic area environments.

Classroom training for the flight crews will include:

- Fire Behavior
- Tactics and water-dropping operations
- Preparation and preflight inspection of bucket
- Incident Command System (ICS) familiarity
- Communications within the fire theater area of operations
- Fire Shelter Deployment

The PIC or Crew Chief will keep the MHEM informed of schedule maintenance and repairs. This information will be provided with enough advanced notice to provide planning of aircraft missions, and to notify the fire of periods when the helicopter is unavailable.

Aircrews should not be expected to perform maintenance on the aircraft in violation of crew rest requirements. Additional National Guard maintenance and support personnel may be deployed to assist with aircraft maintenance on the incident.

The National Guard support facility may require additional personnel to maintain sufficient approved aircraft during the unit's activation in support of fires.

Fuel for National Guard aircraft and vehicles will be provided by the supported agency. During extended operations, National Guard will provide aircraft fueling trucks (HEMITTS) and operators as soon as possible. National Guard will be reimbursed for fuel provided to the incident at National Guard's cost. Each HEMITT requires two National Guard personnel. Personnel assigned to this unit will be treated as any other aircraft personnel assigned to the incident. During agency imposed interim flight and duty limitations, one of the HEMITT operators may also be a qualified aircraft mechanic and paid accordingly.

All National Guard aircraft used on the incident will be marked with high visibility paint. The National Guard facility is responsible to number the aircraft with a three-digit identifier and paint the aircraft as depicted in the attached paint scheme designs for the UH-60 helicopter. The State Forester will be responsible to provide and keep necessary paint materials on hand. The approved paint is Crayola Fluorescent Tempera, item # 21-00188.

Each National Guard aircraft assigned to an incident will require radio communications sufficient to communicate with other aircraft on VHF-AM frequencies and fireline personnel on VHF-FM frequencies. It is essential for the safe operation of National Guard aircraft on the incident that the radios are operational and that flight crews and agency personnel are proficient in their use.

The approved UH-60 will be configured to transport seven passengers (excluding flight crew). Each helicopter will be rigged to secure internal cargo including fire tools, firefighter line gear, chainsaws and supplies during the transport of crews. The transportation of internal cargo and hazardous material will be done in compliance with National Guard standard operating procedures, technical manuals for the assigned aircraft and the Interagency Aviation Transportation Guidelines for Hazardous Materials, NFES# 1068.

Amendment 3

National Guard Handcrew Protocol

May 14, 2001

Authority

National Guard resources are made available through a declaration of emergency by the Governor for each incident in which their support is required. The State Forester or his representative will obtain these declarations in each case from the Division of Comprehensive Emergency Management. The training and deployment of National Guard personnel on wildland fires in Utah is possible through the Wildland Fire Control Interagency Agreement between The Utah National Guard and The Utah State Forester.

Training & Qualifications

All National Guardsmen who are part of the National Guard Handcrew shall meet National Wildfire Coordinating Group (NWCG) training and physical fitness standards. State Forestry will provide all required training and maintain training records. All fire fighters shall be qualified to at least NWCG FFT2. National Guard personnel will be certified through the Utah Division of Forestry, Fire and State Lands. Guard personnel are not trained in the operation of chainsaws and will not be required or expected to operate such equipment.

Dispatch Procedure

The National Guard must be requested through FF&SL Fire Management Coordinator or Assistant Fire Management Coordinator. The FF&SL fire management unit will make a request for the Guard directly through National Guard Liaison Officer or their designated representative. The Guard will be responsible for dispatching the requested number of guardsman to a predetermined staging area. The Guard will be responsible to assign one individual to act as crew supervisor and three additional people to act as squad leaders.

Logistics

All required personal protective equipment (with the exception of fire boots) will be provided by FF&SL. All tools and equipment to safely and efficiently perform the duties of a wildland fire fighter will be provided by FF&SL. All equipment and personal protective equipment will be issued at the beginning of a fire assignment and returned at the end of the assignment. FF&SL will be responsible for tracking any equipment issued to the Guard. FF&SL will provide transportation to any fire assignment and back to the staging area. FF&SL will provide hand held radios to provide safe communication between the crew supervisor, squad leaders and FF&SL Crew Boss. FF&SL will be responsible to provide adequate meals for all Guard personnel while assigned to a fire.

Finance

For payroll purposes all guard personnel must be signed up as temporary employees with the Division of Forestry, Fire & State Lands. This is will take place once a year at fire training when all personnel are together in a common location.

Personnel time will completed using Standard Form 261 (Crew Time Report) submitted to the time unit on the incident. Temporary pay vouches must be completed for all Guard personnel and submitted to State Forestry's Fire Business Specialist at the end of each incident.

While assigned to an incident Guard personnel are covered by State Workmans Compensation. Any

purchases from fire camp commissary by National Guard personnel must be cash purchases. There is no mechanism for payroll deductions for commissary purchases.

Operations

When a National Guard Handcrew is dispatched all personnel will meet at a designated staging area. This staging area will generally be Camp Williams. The National Guard handcrew will be organized into three squads, each with a squad leader. The Squad Leaders will be supervised by a Crew Supervisor. The guard will provide a Crew Supervisor and Squad Leader positions. These positions are assigned by the National Guard prior to arrival at the staging area. The positions will be based on military rank within the National Guard. The Crew Supervisor will provide this information to the FF&SL Crew Boss at the staging area. At the staging area the crew will be issued personal protective equipment, a personal gear pack, sleeping bag and a fire line pack. This equipment must be returned at the end of the assignment. The Crew Boss will be responsible for compiling a crew manifest while at the staging area. The Crew Boss will insure all logistical needs of the crew are met, i.e. food, water, transportation, and tools prior to departing the staging area.

Crew Boss

The FF&SL Crew Boss is responsible for the general safety and welfare of the crew. In addition to being a NWCG qualified single resource crew boss the FF&SL Crew Boss will be knowledgeable in FF&SL policy and procedures. The FF&SL Crew Boss primary function is provide operational information to the Crew Supervisor and act as a liaison between the Guard and incident management team managing the fire. The Crew Boss will insure that all the logistical needs of the Guard are met while the crew is assigned to the incident. The Crew Boss will see that the proper time keeping procedures are followed to insure that Guard personnel are payed in a timely manner. The FF&SL Crew Boss is recognized as the expert in wildland fire operations and will have the final say on how the National Guard Hand Crew is deployed while assigned to wildland fire incidents.

Duties and Responsibilities:

- ▶ Crew Manifesting
- ▶ Crew Safety and Operational Briefings
- ▶ Time Keeping
- ▶ Gear Issue and Return
- ▶ Liaison
- ▶ Crew Check-in and Demob at Incident
- ▶ Equipment Maintenance & Resupply
- ▶ Incident Medical Needs and Accident Reporting

Crew Supervisor

The Crew Supervisor is a National Guardsman, generally the highest ranking individual in the group, selected by the Guard to supervise the Guard Handcrew while assigned to a specific wildland fire incident. The Crew Supervisor works closely with the FF&SL Crew Boss to insure safe crew operations, crew needs are being met and that information is being passed from the incident management team to Guard personnel. The Crew Supervisor must be knowledgeable of National Guard policy and procedures. The Crew Supervisor will directly supervise the Squad Leaders. The Crew Supervisor will be assigned a radio to provide a communication link from the FF&SL Crew Boss to the Squad Leaders.

Duties and Responsibilities:

- ▶ Supervision of Squad Leaders
- ▶ Coordination with Crew Boss

Squad Leaders

Squad Leaders are primarily responsible for the supervision of the personnel assigned to their squads. Squad Leaders will provide supervision to squad members to meet operational fire line objectives and crew logistical needs while in fire camp. Squad Leaders will be assigned a radio to provide a communication link from the FF&SL Crew Boss to crew members. In addition, Squad leaders will be responsible for obtaining the names, Social Security number and weights of all members assigned to their squads and providing this information to the crew supervisor upon arrival at the staging area.

Duties and responsibilities:

- ▶ Supervision of squad members
- ▶ Coordination with Crew Supervisor