

**WYOMING COOPERATIVE WILDLAND FIRE MANAGEMENT AND  
STAFFORD ACT RESPONSE AGREEMENT**

**Between**

**UNITED STATES DEPARTMENT OF THE INTERIOR**

**BUREAU OF LAND MANAGEMENT  
WYOMING STATE OFFICE  
[BLM-MOU-WY-914-2201](#)**

**NATIONAL PARK SERVICE  
INTERMOUNTAIN REGION  
[Z12492200001](#)**

**BUREAU OF INDIAN AFFAIRS  
ROCKY MOUNTAIN REGION  
[22C00443200](#)**

**UNITED STATES FISH AND WILDLIFE SERVICE  
INTERIOR REGIONS 5 AND 7  
[22-FF06R03000-27-S001](#)**

**UNITED STATES DEPARTMENT OF AGRICULTURE  
FOREST SERVICE  
ROCKY MOUNTAIN REGION  
[22-FI-11020000-002](#)**

**UNITED STATES DEPARTMENT OF AGRICULTURE  
FOREST SERVICE  
INTERMOUNTAIN REGION  
[22-FI-11020000-002](#)**

and

**THE STATE OF WYOMING  
STATE BOARD OF LAND COMMISSIONERS  
WYOMING STATE FORESTRY DIVISION**

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## I. **AUTHORITIES:**

Reciprocal Fire Protection Act of May 27, 1955, as amended (69 Stat. 66; 42 U.S.C. 1856)  
Disaster Relief Act of May 22, 1974, (42 U.S.C. 5121 as amended)  
Robert T. Stafford Disaster Relief and Emergency Assistance Act (P.L. 93-288)  
Homeland Security Act of 2002 (H.R. 5005-8)  
Homeland Security Presidential Directive-5 (HSPD-5)  
Post-Katrina Emergency Management Reform Act of 2006. (P.L. 109-295, 120 Stat. 1355)  
National Indian Forest Resources Management Act (P.L. 101-630, Title III) (Interior Agencies)  
Service First, Section 330 of the Department of the Interior and Related Agencies  
Appropriations Act of 2001, Pub. L. 106-291, 114 Stat. 996, 43 U.S.C. sec. 1701 note, as amended (FS, DOI)  
Department of the Interior and Related Agencies Appropriations Act, 1999, as included in P.L. 105-277,  
section 101(e)  
Federal Land Policy and Management Act of Oct. 21, 1976, (P.L.94-579; 43 U.S.C.)(BLM)  
NPS Organic Act (16 U.S.C.1) (NPS)  
National Wildlife Refuge Administration Act of 1966 (16 U.S.C. 668dd-668ee, 80 Stat. 927, as amended)  
(FWS)  
National Wildlife Refuge System Improvement Act of 1997 (P.L. 105-57) (FWS)  
National Forest Management Act of 1976 (16 U.S.C. 1600) (FS)  
US Department of the Interior and Related Agencies Appropriations Acts

### **STATE AUTHORITIES**

Wyoming Statute 36-2-108, Duties and Powers of the State Forester  
Wyoming Statute 35-9-301 through 35-9-304, Fire Closure  
Wyoming Statute 36-1-401 through 36-1-404, Emergency Fire Suppression Account  
Wyoming Statute 36-2-109, Fire Protection Revolving Account

## II. **PURPOSE**

The purpose of this Master Cooperative Wildland Fire Management and Stafford Act Agreement (hereinafter called the Agreement) is to document the commitment of the Parties to this Agreement to improve efficiency by facilitating the coordination and exchange of personnel, equipment, supplies, services, and funds among the Parties to this Agreement 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 post-fire rehabilitation and restoration.

In addition to improving efficiency in addressing wildland fire management activities, this Agreement facilitates improved coordination regarding other incidents. The National Response Framework (NRF) applies to all federal departments and agencies that may be requested to provide assistance or conduct operations during all-hazard events. However, this Agreement only covers all-hazard events that are, or may become, declared as emergencies or major disasters that occur under the auspices of a Presidential Declaration of Emergency or Major Disaster under the Stafford Act, which may include wildland fire and non-wildland fire emergencies or major disasters. These events also require a coordinated response by an appropriate combination of state and tribal entities, along with the Federal Agencies.

This Agreement documents the commitment of the Parties to provide cooperation, resources, and support to the Secretary of Homeland Security and Administrator of the Federal Emergency Management Agency (FEMA) in the implementation of the NRF, as appropriate and consistent with their own authorities and responsibilities.

### III. PARTIES TO THE AGREEMENT

The Parties to this Agreement are:

The State of Wyoming, through the Chairman for State Board of Land Commissioners, and through the State Forester for the Wyoming State Forestry Division, hereinafter called the State; and

The United States Department of Agriculture Forest Service, Rocky Mountain Region (Region 2), hereinafter called the "USFS-R2"; and

The United States Department of Agriculture Forest Service, Intermountain Mountain Region (Region 4), hereinafter called the "USFS-R4"; and

The United States Department of the Interior, National Park Service, Intermountain Region, hereinafter called the "NPS"; and

The United States Department of the Interior, Fish and Wildlife Service, Mountain Prairie Region, hereinafter called "FWS"; and

The United States Department of the Interior, Bureau of Indian Affairs, Rocky Mountain Region, hereinafter called the "BIA"; and

The United States Department of the Interior, Bureau of Land Management, Wyoming State Office, hereinafter called the "BLM".

The USFS, NPS, FWS, BIA, and the BLM may hereinafter be jointly called the "Federal Agencies."

The Federal Agencies and the State signatory to this Agreement will hereinafter be referred to as the "Parties to this Agreement" or "Parties," and singularly as "Party."

### IV. TERMINOLOGY, EXHIBITS AND SUPPLEMENTS

Words and phrases used herein may have different meanings or interpretations for different readers. To establish a common understanding, some words and phrases as used herein are defined in the Glossary attached as Exhibit A. The hierarchy of terminology will be those defined by statute or regulation, those defined in policy, those defined in this template, and then all other agency and interagency documentation.

In the event of a conflict, the applicable definitions for the response type, wildland fire vs Stafford Act responses, will take precedence. For wildland fire, that is the NWCG Glossary of Wildland Fire Terminology, found on the "Publications" page of the National Wildfire Coordinating Group web-page ([www.nwcg.gov](http://www.nwcg.gov), or by direct link at <http://www.nwcg.gov/glossary/a-z>), and Stafford Act Response terminology corresponds to the FEMA NIMS glossary, available in the NIMS document (downloadable at <http://www.fema.gov/media-library/sassets/documents/148019> or [https://www.fema.gov/pdf/emergency/nims/NIMS\\_core.pdf](https://www.fema.gov/pdf/emergency/nims/NIMS_core.pdf))

#### 1. Incorporation of exhibits into Agreement

The following exhibits are hereby incorporated into this Agreement (Note that Exhibit H relates only to Stafford Act responses):

Exhibit A	Glossary of Terms
Exhibit B	Principal Contacts
Exhibit C	Sub-geographical Operating Plan Template
Exhibit D	Reimbursable Billings and Payments
Exhibit E	Cost Share Agreement Instructions
Exhibit F	Cost Share Agreement Template
Exhibit G	Supplemental Fire Department Resources Template
Exhibit H	Use and Reimbursement for Stafford Act Shared Resources
Exhibit I	Supplemental Fire Project Agreement Template

Several of the referenced exhibits are intended to be used as templates and as such completion and/or execution of those exhibits do not require formal modification to this Agreement. Also, as necessary, the parties may introduce new or revised exhibits at the geographic, statewide, or sub-geographic (e.g. county, interagency wildland fire dispatch zone) areas as a component of the Operating Plans without necessitating a formal modification to this Agreement, so long as they do not conflict with the provisions of this Agreement.

2. Acknowledgement of supplements to the agreement

Supplements to this Agreement, including Operating Plans, Joint Projects and Project Plans, Supplemental Project Agreements, and Cost Share Agreements will further describe working relationships, financial arrangements, and joint activities not otherwise specified under the terms of this Agreement.

3. Hierarchy and precedence for agreements, exhibits, Operating Plans, etc.

Any inconsistencies in this Agreement and attachments thereto shall be resolved by giving precedence in the following order:

1. This Agreement
2. Sub-geographic Operating Plans
3. Cost Share Agreements
4. Exhibits to this Agreement
5. Joint Projects, Project Plans, or Supplemental Project Agreements

## V. PERIOD OF PERFORMANCE

1. **Commencement/Expiration:** This Agreement shall be effective and in effect for five years beginning from the date of the last signature unless extended by mutual consent of the Parties to the Agreement, by the issuance of a written modification, signed and dated by all Parties to the Agreement.
2. **Modifications:** Modifications within the scope of this Agreement shall be made by mutual consent of the Parties to the Agreement, by the issuance of a written modification, signed and dated by all Parties to the Agreement, prior to any changes being performed. No Party is obligated to fund any changes not properly approved in advance.
3. **Termination:** Any party to the Agreement shall have the right to terminate its participation under this Agreement by providing one-year advance written notice to the other Parties.
4. **Annual Review:** If deemed necessary, prior to December 1<sup>st</sup>, representatives of the Parties to the Agreement will meet and review matters of mutual concern. Operating plans, at all levels, will be reviewed annually. If necessary, Operating Plans will be revised.
5. **Previous Agreements Superseded:** This Agreement supersedes the following:

Interagency Cooperative Fire Management Agreement, Numbers: 11-FI-11020000-020 (USFS), BLM-MOU-WY-930-1202 (BLM), 12491200001(NPS), A12MA00028 (BIA), 14-48-FF06R03000-12-K001 (FWS) executed between the Parties on March 29, 2012.

Existing supplemental agreements and operating plans may remain in effect to the extent that they do not conflict with the provisions of this Agreement, but only until such time that all activities and conditions covered by those agreements or plans can be incorporated into geographic, statewide, or sub-geographic area operating plans provided for under this Agreement.

## VI. RECITALS

1. Federal and non-federal lands in Wyoming are intermingled or adjacent in some areas. Wildland fires on these intermingled or adjacent lands may present a threat to the lands of the other. Wildland fire protection on non-federal lands will be the responsibility of the appropriate protecting entity.

2. The Parties to this Agreement maintain fire protection and fire and aviation management organizations.
3. It is to the mutual advantage of the Parties to this Agreement to coordinate efforts for the prevention and detection of, and responses to wildfires, fuels management, suppression, training, aviation, non-wildland fire emergencies (as authorized), and cooperative projects for resource and protection objectives in and adjacent to their areas of responsibility, and to limit duplication and improve efficiency and effectiveness.
4. It is the intent of the Parties to this Agreement that state and local government resources be available to assist in fire management activities on all federal lands, and on other lands upon which the Federal Agencies are responsible to protect.
5. It is the intent of the Parties to this Agreement that federal resources be available to assist in fire management activities on all state and private lands the State and/or local government partners are responsible to protect.
6. The USFS, BLM, BIA, NPS, and FWS have entered into a National Interagency Agreement for Wildland Fire Management to cooperate in all aspects of fire management. Refer to National Mobilization Guide.
7. It is noted that local fire resources are often mobilized within a state pursuant to a separate state Memorandum of Understanding (MOU) or inter-state compact agreement with reimbursement handled according to the terms detailed within that MOU or agreement.
8. It is expected that all federal, state and local agencies will coordinate assistance and operations during Stafford Act responses by following the procedures and requirements established in the National Response Framework (NRF). This agreement documents the commitment of the Parties to provide cooperation, resources, and support to the Secretary of Homeland Security and Administrator of the Federal Emergency Management Agency (FEMA) in the implementation of the NRF, as appropriate and consistent with their own authorities and responsibilities. Some state and local resources are limited by statute to wildland fire response. State emergency declarations and responses for all hazard and non-Stafford Act responses are outside the scope of this agreement. The Stafford Act now clearly reflects federally recognized tribal government' status as sovereign nations (Tribal Sovereignty) and now allows consideration of all of a tribe's affected land. This allows tribes to directly request federal assistance. Sandy Recovery Improvement Act of 2013, SEC 1110.
9. The Responsibilities of the Parties to this Agreement shall be distinguished as follows:
  - A. **Jurisdictional Agency** – The agency having land and resource management responsibility for a specific geographic or functional area as provided by federal, state or local law. The State and/or local government partners have the responsibility for protection of non-federal lands. Under no circumstances may a Jurisdictional Agency abdicate legal responsibilities as provided by federal or state law.
  - B. **Protecting Agency** – Agency responsible for providing direct incident management within a specific geographical area pursuant to its jurisdictional responsibility or as specified and provide by contract, cooperative agreement, etc.
  - C. **Supporting Agency** – An Agency providing suppression or other support and resource assistance to a protecting agency.

In consideration of the mutual commitments and conditions herein made, the Parties agree as follows:

## VII. INTERAGENCY COOPERATION

1. **Wyoming State Forestry Division/County Relationship:** The State will act as the coordinator for Wyoming County and/or local fire service entities for the purposes of Master Agreement creation, each of Wyoming's 23 counties maintains their own independence in regards to fire suppression authority, billing authority, and Operating Plan discussion. Due to this independence, the State maintains cooperative fire agreements with Counties to help facilitate the purpose and intent of this Master Agreement.
2. **Rocky Mountain Coordinating Group (RMCG):** Provides coordination and recommendations for all interagency fire management activities in Colorado, Kansas, Nebraska, South Dakota, and Wyoming.

Membership, procedures, and guidelines will be agreed to and documented in the RMCG Charter (Memorandum of Understanding and/or Standard Operating Procedures).

3. **Great Basin Coordinating Group (GBCG):** Provides coordination and recommendations for all interagency fire management activities in Western Wyoming that are administered in the Great Basin Geographic Area. Membership, procedures, and guidelines will be agreed to and documented in the GBCG Charter (Memorandum of Understanding and/or Standard Operating Procedures).
4. **National Incident Management System (NIMS):** The Parties to this Agreement will operate under the concepts defined in the *National Incident Management System* (NIMS). In implementing these concepts, Parties to this Agreement will be expected to follow the National Wildfire Coordinating Group's (NWCG) minimum standards as defined in the *Wildland Fire Qualifications Systems Guide* (PMS-310). NWCG recognizes the ability of cooperating agencies at the local level to jointly define and accept each other's qualifications for initial attack, extended attack, fire operations, and prescribed fire. The NWCG minimum standards are NIMS compliant. The following NIMS concepts will be followed as they are implemented: Incident Command System (ICS), qualifications system, training system, the management of publications, and participating in the review, exchange and transfer of technology as appropriate for providing qualified resources, and for the management of incidents covered by this Agreement.
5. **Operating Plans:** Operating plans will be developed at the sub-geographic area level using Exhibit C, as appropriate, and will tier to this Agreement. Operating Plans may be written for more than one year, but should be reviewed annually, and will be subject to modifications, as warranted. No Operating Plan tiered to this Agreement should be written beyond the expiration date of this agreement. The following Operating Plans are listed in descending order of precedence:
  - A. **Sub-Geographic Operating Plans**

Sub-geographic area Operating Plans will address issues affecting cooperation. The Operating Plans will be approved by the Parties to this Agreement and local jurisdictions.

The Geographical Area Mobilization Guide(s) will be incorporated by reference and be considered part of the Operating Plans.
  - B. **Project Plans**

Project plans are developed for specific non-suppression, fire related projects or activities. (See related clause: Joint Projects and Project Plans).
6. **Interagency Dispatch Centers:** The Parties to this Agreement agree to maintain, support, and participate in Interagency Dispatch Centers, as appropriate.

Staffing, funding, and level of participation will be agreed to by the affected Parties to this Agreement and documented in geographic, statewide, or sub-geographic area Operating Plans and/or appropriate mobilization guides.
7. **Coordination Centers:** The Parties to this Agreement recognize the Rocky Mountain Coordination Center (RMCC), Great Basin Area Coordination Center (GBCC), and the Northern Rockies Coordination Center (NRCC) as the Geographic Area Coordination Centers (GACCs) for Wyoming. The Parties to this Agreement will coordinate, mobilize and demobilize emergency management resources through the RMCC GBCC, NRCC and/or as appropriate. Parties to this Agreement are not precluded from independent movement of own resources at the agency's cost, including those through interstate compact agreements or other arrangements.
8. **Interagency Resources:** Shared interagency funding, staffing, and utilization of resources and facilities will be pursued by the Parties to this Agreement whenever an interagency approach is appropriate and cost effective. Staffing and funding will be commensurate with each Party's use of resources, will be agreed to, and may be documented in a Project and Financial Plan or included in Operating Plans, and will be subject to the availability of appropriations.

To the extent practical, additional preparedness resource requests will be coordinated. The coordination process will be identified in the appropriate sub-geographic area Operating Plan.

9. **State to State Response:** Should State of Wyoming intend to utilize the assistance of the Forest Service to seek reimbursement from or pay reimbursement to another state for amounts expended for resources and services for the management and suppression of wildfire, State of Wyoming shall agree to meet the obligations and requirements, including any reasonable administrative fees, as agreed upon by State of Wyoming and the Forest Service and detailed in Exhibit D, Reimbursable Billings and Payments.
10. **Standards:** The Parties to this Agreement desire to achieve common standards within the Parties' best interest, recognizing differing agency missions and mandates. Each Party to this Agreement recognizes that other Parties' standards are reasonable, prudent, and acceptable. This clause does not affect the Jurisdictional Agency's land management standards.
11. **Tribal Resources:** Tribal Resources may be available for use under this agreement through the use of existing Bureau of Indian Affairs/tribal cooperative arrangements. In such instances, the cooperative arrangement will be incorporated into the local Operating Plan or project and financial plan by reference.

## VIII. PREPAREDNESS

1. **Protection Planning:** Annually, sub-geographic area Unit Administrators will determine efficiencies to be gained from reciprocal assistance and acquisition of protection services. Operating Plans will document decisions in the annual update. Plans should be reviewed concerning items such as placement of ground and air resources.
2. **Protection Areas and Boundaries:** Protection areas, as defined by boundaries, will be mapped and or described, and made a part of sub-geographic area operating plans. Protection Areas may include lands under the jurisdiction of another agency as authorized by law.
3. **Methods of Fire Protection and Suppression:** One Party may provide fire protection services on lands under the jurisdiction of another, within their authority and as authorized by law. The following are different methods to provide those services:

- A. **Reciprocal (Mutual Aid) Fire Protection:** As deemed appropriate, the Parties to this Agreement may, by agreement and documented in sub-geographical Operating Plans, establish reciprocal initial attack zones for lands of intermingled or adjoining protection responsibility. Within such zones, a Supporting Agency will, upon request or voluntarily, take initial attack action in support of the Protecting Agency.

The Protecting Agency will not be required to reimburse the Supporting Agency for costs incurred following the initial dispatch of any ground resources and potentially air resources to the fire for the duration of the mutual aid period. The boundaries of the mutual aid area and the length of the mutual aid period will be documented in the sub-geographical Operating Plan.

- B. **Reimbursable (Cooperative) Fire Protection:** The Protecting Agency may request suppression resources of other Parties to this Agreement for its protection work. Such resources shall be paid for by the Protecting Agency. *See Exhibit D regarding Reimbursable Billings and Payments.*
- C. **Exchange (Offset) Fire Protection:** Parties to this Agreement may exchange responsibility for fire protection for lands under their jurisdiction. The rate of exchange will be based upon comparable cost, acreage involved, complexity, and other factors as appropriate and mutually agreed to. Exchange zones will be documented in the applicable Operating Plans.

If an imbalance exists, the Protecting Agency will bill the Jurisdictional Agency for the difference on a per acre basis as computed under Contract or Fee Basis Protection. Imbalance means a deviation exceeding the range of variation agreed to between the Parties.

When a Protecting Agency takes suppression action on lands it protects for the Jurisdictional Agency, and the Jurisdictional Agency is requested to assist, the Protecting Agency will reimburse the Jurisdictional Agency for their assistance. The exception is if the entities involved are federal



wildland fire agencies. The National Interagency Agreement for Wildland Fire Management between the Department of the Interior wildland fire agencies and the USDA Forest Service provides that the signatories agree not to bill each other for suppression services.

D. **Contract (Fee Basis) Fire Protection:** For an agreed upon fee, one Party may assume fire protection responsibilities on lands under the jurisdiction of another Party. The terms and conditions of such arrangements must be included in the sub-geographic Operating Plans and carried out through an appropriate procurement document.

4. **Bureau of Land Management (BLM) Fire Preparedness and Response:** Chapter 2 of the Interagency Standards for Fire Operations establishes minimum required elements for cooperative fire response agreements with local fire departments and highlights the importance of a safe and effective cooperative response to wildfires. Local fire departments include rural, volunteer, and municipal fire departments, and fire protection districts.

The BLM should have a local cooperative fire response agreement with any fire department that responds to wildfire incidents on lands under BLM protection. These cooperative fire response agreements can be directly with individual BLM units or administered through a state-wide cooperative agreement where BLM is a party. When entering into cooperative fire response agreements, BLM will ensure the following minimum required elements are included in the agreement:

Local fire department personnel responding to incidents on BLM lands must:

- be 18 years of age or older;
- have and use the required personal protective equipment (PPE) found in the *Interagency Standards for Fire and Fire Aviation Operations ("Red Book" Ch.7)*; and
- Have a basic level of wildland fire training. The National Wildfire Coordinating Group (NWCG) course S-190 and S-130 are recommended, both courses can be modified to fit local needs.

Pre-identified incident communication protocols will be established and followed (e.g. frequencies plans, points of contact, and interoperable radio hardware). The Incident Command System (ICS) will be used to manage all incidents.

5. **Joint Projects and Project Plans:** The Parties to this Agreement may jointly conduct cooperative projects, within their authority and as authorized by law, to maintain or improve their fire management services and activities. These projects may involve such activities as prescribed fire/fuels management, preparedness, fire analysis/planning, rehabilitation, training, prevention, public affairs, and other beneficial efforts in support of interagency fire management. Such projects will be documented in separate, local agreements, or other appropriate written documents, executed by the authorized signatories of the involved parties. This may include a Supplemental Project Agreement, as in Exhibit I or other written document.
6. **Fire Prevention:** The Parties to this Agreement agree to cooperate in the development and implementation of fire prevention programs. Unit Administrators will ensure that fire prevention goals and activities are planned at local levels and are addressed in the appropriate Operating Plans. Specific fire prevention plans should be developed by local interagency fire management personnel. The Parties to this Agreement may pool resources and each party pays its own costs. Unit Administrators are encouraged to participate in local fire prevention cooperatives, organizations, or groups, where applicable.
7. **Public Use Restrictions:** Guidelines for implementing restrictions and closures shall be established by a separate MOU or agreement, and/or in an Operating Plan.
8. **Burning Permits:** Burning permit procedures, where applicable, will be included in sub-geographic operating plans. If authorized by State and Federal law, federal employees or their agents may be granted authority by the States to issue burn permits when it is determined to be in their mutual interest.
9. **Prescribed Fire and Fuels Management:** The Parties to this Agreement agree to cooperate in the development and implementation of planned ignitions, prescribed fire and fuels management programs.

Any Party to this Agreement may provide assistance to another Party as requested and agreed to for the purposes of performing planned ignitions, prescribed fire or other fuels management work. Conditions of the assistance and details related to reimbursement will be agreed to and documented through the procurement in the applicable Operating Plans or the Project Plan or Financial Plan (as referenced in joint projects and project plans Clause #5). Any instrument processed under this clause shall be in accordance with each Party's applicable laws, regulations, and policy requirements.

10. **Smoke Management:** Within their authorities, the Parties to this Agreement agree to cooperate in smoke management efforts for wildfires and prescribed fires. The need for air resource advisors is increasing and additional technical expertise may be available through state air quality and regulatory agencies. The State may facilitate the request and utilization of state air regulatory agencies as resource advisors during any wildfire and prescribed fire incident that could benefit from such additional technical expertise.

## IX. OPERATIONS

1. **Closest Forces Concept:** The guiding principle for dispatch of initial attack suppression resources is to use the closest available and appropriate resource regardless of which Party owns or controls the resources, and regardless of which Agency has protection responsibility or jurisdiction.
2. **Fire Notifications:** Each Party will promptly notify the appropriate Protecting Agency of fires burning on or threatening lands for which that Agency has protection responsibility. In most instances this notification is facilitated through the Interagency Dispatch Center, however Protecting Agency Duty Officers are encouraged to actively participate in notifications. Likewise, Protecting Agencies will promptly inform Jurisdictional Agencies whenever they take action on fires for which the Protecting Agency is responsible. Fire reports will be sent to Jurisdictional Agencies within the timeframes established in the applicable Operating Plan, Agreement, or Memorandum of Understanding.
3. **Boundary Line Fires:** A boundary line fire, as defined in Exhibit A, Glossary of Terms, will be the initial attack responsibility of the Protecting Agencies on either side of the boundary. Neither Agency will assume the other Agency is aware of the fire or that the other Agency will take action. Each Agency will make every reasonable effort to communicate with the other concerning the fire. When Protecting Agencies have arrived, the agencies will mutually agree to the designation of an Incident Command organization.
4. **Independent Action:** Except as otherwise limited in sub-geographic area Operating Plans, nothing herein shall prohibit any Party, on its own initiative, from going upon lands known to be protected by another Party to this Agreement to engage in suppression of wildfires, when such fires are a threat to lands under that Party's management or protection responsibility. In such instances, the Party taking action will promptly notify the Protecting Agency. Such actions will be commensurate with the land management considerations of the Jurisdictional Agency, and subject to the laws and regulations of the Jurisdictional Agency.
5. **Escaped Prescribed Fires:** Wildfires resulting from escaped prescribed fires that were ignited by, managed at the direction of, or under the supervision of one of the Parties to this Agreement shall be the responsibility of the Jurisdictional Agency where the prescribed fire originated. If the Parties to this Agreement jointly conduct or manage a prescribed fire, the responsibility for suppression costs, should it escape, shall be agreed upon and documented in the Project Plan. Unless otherwise agreed, all suppression costs and associated damages are the responsibility of the Jurisdictional Agency. The Parties to this Agreement will not hold each other responsible under this clause for escaped prescribed fires originating on private land, or on state or federal lands not protected by one of the Parties to this Agreement.
6. **Response to Wildland Fire:** All fire suppression action conducted by one Party on lands of another Party shall be consistent with the Jurisdictional Agency's fire management policy, preplanned objectives for the area in which the fire occurs, and the terms of this Agreement.

A Special Management Considerations section in any Operating Plan, addressing resources and other management concerns, will be used by Unit Administrators to identify areas of special management consideration, and to communicate appropriate fire management actions and any restrictions on firefighting tactical techniques to an Incident Commander.

Unless otherwise agreed, the Jurisdictional Agency will provide an Agency representative or appropriate environmental technical specialist to advise a Protecting Agency of any special management considerations that may influence suppression action. The Incident Commander will incorporate special management considerations into the incident planning process, subject to the delegation of authority.

Each Operating Plan must address how the entities will handle cost sharing for wildland fires that spread to another jurisdiction(s). The Parties recognize the Guidance for Implementation of Federal Wildland Fire Management Policy (2009). The intent should never be to allow a wildland fire to burn onto a jurisdiction that does not want it. All potentially affected entities should be involved in developing the strategy, tactics and mitigations to be used in preventing the fire from crossing jurisdictional boundaries. If an agency chooses an objective which is not communicated or is opposed by a potentially impacted partner jurisdiction(s), then that agency will be liable for the costs associated with fire that crosses onto other jurisdiction(s).

7. **Delegation of Authority:** Operating plans will document procedures and criteria for Unit Administrators to specify direction, authority, and financial management guidelines to Incident Commanders.
8. **Preservation of Evidence:** As initial action is taken on a fire, the initial attack forces, regardless of whether they are the Jurisdictional Agency, Protecting Agency, or Assisting Agency, will preserve information and evidence pertaining to the origin and cause of the fire, including protecting the origin area of the fire from further disturbances as much as possible until such time as the fire origin and cause investigation is complete. Agencies and Counties shall render mutual assistance in the investigation and the gathering of evidence to the fullest existent practicable. To the extent permitted by Federal and State law and regulations, the Agencies and Counties will provide as requested investigation files relative to the fire for legal action and/or prosecution.
9. **Stafford Act Response:** For Stafford Act responses, procedures and requirements established in the National Response Framework (NRF) shall be utilized by Parties to this Agreement to authorize and accomplish any required response or support tasks. Any Party requesting support pursuant to a Stafford Act response shall issue written instructions and funding limitations to any Party providing cooperation, resources or support. Mobilization activities will be accomplished utilizing established dispatch coordination concepts pursuant to the current [National Interagency Mobilization Guide](#).

## X. USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

1. **Appropriated Fund Limitation:** Nothing in this Agreement shall require the Parties to this Agreement to obligate or expend funds, or require the United States, the State of Wyoming or the other Parties to this Agreement to enter into any contract or other obligation for the future payment of money in excess of or in advance of appropriated funds available for payment to meet the commitments of this Agreement and modifications thereto, except as specifically authorized by law.
2. **Length of Assignments:** Consideration must be given to the health and safety of personnel when assigned to fires. The Parties to this Agreement agree that Incident Commanders will release suppression resources to their primary responsibilities as soon as priorities allow. Incident Commanders shall adhere to work/rest and rotation policies.
3. **Cost Share Agreement:** Whenever multiple jurisdictions are affected due to the location of a fire outside of mutual aid response, it is advised to develop and implement a Cost Share Agreement (or Apportionment Process, if applicable). If beyond the mutual aid period, it is recommended that agencies document why a cost share was not used. The Operating Plan must address how the Parties to this Agreement will handle cost-sharing for wildland fires that spread to another jurisdiction. Acceptable forms of the cost share mix are limited to those listed in item #10 of Exhibit F, Cost Share Agreement. Except as otherwise provided by Section IX. Clause 4. Independent Action and Section X. Clause 11 Billing Procedures, a cost share agreement will be approved by the responsible Unit Administrators (as defined in Exhibit A, Glossary of Terms) or their authorized representatives when the incident involves lands of more than one protecting Agency (see Section IX. Clause 3, Boundary Line Fires, and Exhibit F, Cost Share Agreement).

A Cost Share Agreement that addresses temporary support functions or facilities may be developed to document cost sharing, especially at times of high fire danger or activity.

4. **Procurement:** At the time of the incident, the affected agencies will determine the appropriate procurement procedures that will be utilized. The procurement laws of the Protecting Agency will apply in the procurement of resources. Procurement costs by one Agency in support of another that are reasonable and prudent may be charged to the Protecting Agency. Delegations of procurement authority for an incident shall be made in accordance with Agency policy (see NWCG Standards for Interagency Incident Business Management Handbook, PMS 902).
5. **Licensing:** Drivers and equipment operators will hold appropriate operating licenses to meet state and federal laws and employing agency regulations and policies. Employees of the Parties to this Agreement may operate each other's vehicles provided the operator is qualified by the current operating guidelines and training requirements of their own Agency. Driving and operating equipment will be for official purposes only. Any Agency may impose more restrictive standards for their employees, but will recognize that other Agency standards are reasonable, prudent, and acceptable.
6. **Text Messaging While Driving:** In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, or contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles or GOV's when driving while on official Government business or when performing any work for or on behalf of the Government.
7. **Training:** The Parties to this Agreement will cooperate to assure that training is provided that will produce safe and effective fire management and aviation programs. The intent is to provide high quality training, to minimize training costs by sharing resources, and to standardize training.
8. **Communication Systems and Facilities Access:** The Parties to this Agreement may mutually agree to allow one another the use of communications systems such as radio frequencies, computer system access, data transmission lines, and communication sites when there is a mutual benefit to the Parties to this Agreement. Such arrangements shall be approved only by Agency authorized personnel and in accordance with agency laws, regulations and policies governing security of systems and facilities.
9. **Fire Weather Systems:** Wyoming State Forestry Division will be permitted to use the Federal weather data processing system. Use of the system may be from locations owned by the State or local government partners. The State may access the system using Federal account numbers. The Parties to this Agreement will cooperate in the gathering, processing, and use of fire weather data, including the purchase of compatible sensing systems, the use of remote automatic weather stations (RAWS) and the joint use of computer software. All such use shall be in accordance with applicable Federal, State, and local laws, and software and other applicable licenses. The Parties to this Agreement will jointly evaluate and agree to any deletions or additions to the system. The common and agreed upon fire danger rating system for the Rocky Mountain and the Great Basin Geographic Areas is National Fire Danger Rating System (NFDRS).

The Parties to this Agreement agree to cooperate and coordinate the utilization of Incident Meteorologist (IMET) services to support responses to wildfires, as described within the Interagency Agreement for Meteorological and Other Technical Services (IMET Agreement) between the National Weather Service (NWS) and the federal wildland fire agencies. The Parties shall follow the provisions described in the IMET Agreement, along with the procedures detailed within the sub-geographic Operating Plans for this Agreement.

10. **Aviation Operations:** The Parties to this Agreement agree to cooperate in the use of aviation resources to foster safe, effective and efficient use of aircraft and personnel. (Refer to the current Rocky Mountain, Great Basin and/or Northern Rockies Area Mobilization Guides for specific direction on the use of aircraft.)

All aviation activities, including Unmanned Aerial Systems (UAS) shall be conducted in accordance with each Agency's aviation rules, policies, and directives; applicable Federal Aviation Regulations (FAR's), and

Public Law 103-411, the Independent Safety Board Act Amendments of 1994, which amended 49 U.S.C. Sec. 101, 1118, 1131, 40102, and 40109 and Public Law 105-137 the Aviation Insurance Reauthorization Act of 1997, which amended 49 U.S.C. Sec. 40101, 40102, 44302, 44305, 44306, 44308, and 44310. See Exhibit D.

11. **Billing Procedures:** The Parties agree to follow the policies and procedures detailed in Exhibit D, Reimbursable Billings and Payments.
12. **Cost Recovery:** The Authorized Representatives of affected Entities will attempt to reach mutual agreement, as soon as possible after a fire start, on the strategy that will be used to recover suppression costs and damages from the individuals liable for such costs and damages. Such strategy may alter interagency billing procedures, timing and content as otherwise provided in this Agreement. Any Entity may independently pursue civil actions against individuals or parties to recover suppression costs and damages.
13. **Stafford Act Use and Reimbursement:** The use and reimbursement for resources when responding under the Stafford Act shall be governed by the provisions contained in Exhibit H, Use and Reimbursement for Stafford Act Shared Resources.

## XI. GENERAL PROVISIONS

1. **Personnel Policy:** Employees of the Parties to this Agreement shall be subject to the personnel rules, laws and regulations of their respective agencies, unless they are employed temporarily by another Party to this Agreement and the authority under which such temporary employment is authorized provides that such employees shall be subject to the employing Party's personnel laws and regulations.
2. **Supplemental Fire Department Resources:** There are situations when additional support personnel are necessary for national mobilization and the need can be filled by supplemental personnel available to the local fire agencies. When this situation arises, resources will be mobilized via the process outlined in Exhibit G Supplemental Fire Project Agreement Template.
3. **Mutual Sharing of Information:** Subject to applicable state and federal rules and regulations, including FOIA and the Privacy Act, Parties to this Agreement may furnish to each other, or otherwise make available upon request, such maps, documents, GIS data, instructions, records, and reports including, but not limited to, fire reports, employment records, and investigation and law enforcement reports as either Party considers necessary in connection with the Agreement.
4. **Freedom of Information Act and Wyoming Public Records State Statute:** Public access to grant or agreement records must not be limited, except when such records must be kept confidential and would be exempted from disclosure pursuant to Freedom of Information Regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2008 Farm Bill). State of Wyoming, Wyoming Statute 16-4-201 through 16-4-205, Wyoming Public Records

5. **Record Retention:** All records related to this Agreement should be retained by the Parties in accordance with agency regulations and policies, but no less than six years from date of final signature. If any litigation, claim, negotiation, audit or other action involving the records has been started by a Party to the Agreement, that Party should provide notification to any other Party to the Agreement of the need to retain records until the litigation, claim, negotiation, audit or other action is resolved.
6. **Accident Review/Investigations:** When an accident occurs involving the equipment or personnel of a Supporting Agency, the Protecting Agency shall immediately notify the jurisdictional and supporting agencies. As soon as practical, the Protecting Agency shall initiate an investigation of the accident. The investigation shall be conducted by a team of representatives from the affected agencies, as appropriate. As appropriate, the Parties agree that the Protecting Agency will provide notification of the accident to the National Transportation Safety Board, or the Occupational Safety and Health Administration and other appropriate Agencies.

7. **Purchaser, Contractor, Operator, Permittee, Etc., Fires:** The Protecting Agency will notify the Jurisdictional Agency of any fire suspected to have been caused by a purchaser, contractor, operator or permittee, etc., of the Jurisdictional Agency as soon as it becomes aware of the situation. The Protecting Agency will be responsible for management of the fire under the provisions of this Agreement. Parties to the Agreement will attempt to reach mutual agreement and confer to determine a cost recovery process as outlined in Cost Recovery clause.

8. **Waiver of Claims:** Parties to the Agreement shall each be responsible for their own losses arising out of the performance of this Agreement, and each Party hereby waives any claim against any other Party for loss or damage of its property and/or personal injury or death of its employees or agents occurring as a consequence of the performance of this Agreement; provided, this provision shall not relieve any Party from responsibility for claims from third parties for losses for which the Party is otherwise legally liable. This waiver does not extend to ordinary expenses incurred as part of the cost of the fire (gloves, fuses, hose, etc.). This provision pertains to claims between the respective state and federal agencies and does not pertain to claims advanced by third parties.

Claims requesting compensation for property loss or damage, personal injury, or death resulting from the negligence or other wrongful acts of employees performing under this Agreement will be received by the Jurisdictional Agency and forwarded to the hiring, or home agency of the allegedly negligent employee for processing.

Employee claims for loss of or damage to personal property must be submitted to the Jurisdictional Agency of the incident, and then forwarded to the hiring, or home agency of the employee for processing in accordance with the hiring agency's administrative procedures.

9. **Equipment, Supplies, and Cache Items:** There is recognition that wildland fire suppression will often involve the use of equipment, supplies and cache items. Equipment, supplies and cache items checked out (such as pumps, hoses, nozzles, etc.), or supplied by one Party and received by another Party, shall become the responsibility of the receiving/supporting Party. Equipment supplies and cache items shall be returned in the same condition as when received, reasonable wear and tear excepted. Notwithstanding the general Waiver of Claims clause, the Parties agree that the receiving/supporting Party shall repair or reimburse for damage in excess of reasonable wear and tear, and shall replace or reimburse items lost or destroyed, except for damage occurring as a result of negligence by the receiving/supporting Party. The receiving/supporting Party will replace or reimburse for items lost, destroyed, or expended with items of like or similar standard from the fire cache or supply unit on the incident, or via an authorization for replacement using a unique request number. Insurance or other reimbursement options should be pursued, if such options are available, prior to replacement or reimbursement for lost, stolen or destroyed items.

10. **Transported Equipment:** Equipment transported or operated by Supporting Agency personnel in transit to or from an incident is considered under the control of the Supporting Agency. When arrangements are made with a transportation service provider to deliver equipment, the Party making arrangements for the transportation should ensure that the transportation service provider will be responsible for all loss and damage to equipment or supplies consigned on the bill of lading.

11. **Authorized Representatives:** By signature below, all signatories to this agreement certify that the individuals (Agency Representative, Agency Administrator, Unit Administrator) listed in this document are authorized to act in their respective areas for matters related to this Agreement.

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#### ***Burden Statement***

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB Control Number for this information collection is 0596-0242. The time required to complete this information collection is estimated between 4 to 24 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.*

**SIGNATURES**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the last date written below:

**USDI BUREAU OF LAND MANAGEMENT  
WYOMING STATE OFFICE**

**KIMBER LIEBHAUSER**  
Digitally signed by  
KIMBER LIEBHAUSER  
Date: 2021.11.19  
12:04:20 -07'00'

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State Director

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

**USDI BUREAU OF INDIAN AFFAIRS  
ROCKY MOUNTAIN REGION**

  
Digitally signed by  
BRYCE ROGERS  
Date: 2021.12.03  
09:34:29 -07'00'

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Regional Fire Management Officer

Date: 12/03/2021

**USDA FOREST SERVICE  
ROCKY MOUNTAIN REGION**

  
Digitally signed by  
FRANK BEUM  
Date: 2021.11.17  
11:30:10 -07'00'

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Regional Forester

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

  
Digitally signed by LISA  
STREET  
Date: 2021.11.16  
11:35:41 -07'00'

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Agreements Specialist

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

**WYOMING STATE FORESTRY DIVISION**

**Bill Crapser**  
Digitally signed by Bill  
Crapser  
Date: 2021.11.19  
10:30:11 -07'00'

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State Forester

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

**USDI FISH AND WILDLIFE SERVICE  
INTERIOR REGIONS 5 AND 7**

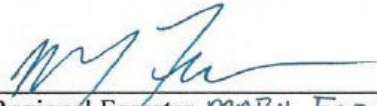
**MATTHEW HOGAN**  
Digitally signed by MATTHEW  
HOGAN  
Date: 2021.11.29 12:45:17  
-07'00'

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Regional Director

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

**USDA FOREST SERVICE  
INTERMOUNTAIN REGION**

  
Regional Forester **MARY FARNSWORTH**

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Date: 11.18.2021

**DARBY SEWARD**  
Digitally signed by  
DARBY SEWARD  
Date: 2021.11.16  
16:48:12 -07'00'

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Agreements Specialist

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

**USDI NATIONAL PARK SERVICE  
INTERMOUNTAIN REGION**

**MICHAEL REYNOLDS**  
Digitally signed by  
MICHAEL REYNOLDS  
Date: 2021.11.19  
17:14:44 -07'00'

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Regional Director

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

**TAMMY GALLEGOS**  
Digitally signed by  
TAMMY GALLEGOS  
Date: 2021.11.17  
12:58:53 -07'00'

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Contracting Officer

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

## Exhibit A. Glossary

This agreement utilizes the NWCG glossary definitions: <https://www.nwcg.gov/glossary/a-z>

### GLOSSARY

**Administrative Charges:** Indirect administrative costs that cannot be readily identified with specifically financed programs and functions.

**Agency:** An administrative division of a government with a specific function, or a non-governmental organization (e.g., private contractor, business, etc.) that offers a particular kind of assistance. A federal, tribal, state or local agency that has direct fire management or land management responsibilities or that has programs and activities that support fire management activities.

**Agency Administrator:** The official responsible for the management of a geographic unit or functional area. The managing officer of an agency, division thereof, or jurisdiction having statutory responsibility for incident mitigation and management. Examples: NPS Park Superintendent, BIA Agency Superintendent, USFS Forest Supervisor, BLM District Manager, FWS Refuge Manager, State Forest Officer, Tribal Chairperson, Fire Chief, and Police Chief.

**Agency Representative:** A person assigned by a primary, assisting, or cooperating Federal, State, local, or tribal government agency or private entity that has been delegated authority to make decisions affecting that agency's or organization's participation in incident management activities following appropriate consultation with the leadership of that agency.

**Annual Operating Plan (AOP):** An annual plan generated at the statewide, zone, or local level, authorized by the appropriate officials, used for implementing the terms of the Cooperative Fire Protection Agreement for their respective areas of responsibilities. See also Operating Plan.

**Area:** The lands in a described geographic area that are managed and/or protected by the Parties within this Agreement.

**Area Command (Unified Area Command):** An organization established to: 1) oversee the management of multiple incidents that are each being handled by an incident management team (IMT) organization; or 2) to oversee the management of a very large incident that has multiple IMTs assigned to it. Area Command has the responsibility to set overall strategy and priorities, allocate critical resources based on priorities, ensure that incidents are properly managed, and that objectives are met and strategies followed.

**Boundary Line Fire:** Fire occurrences on lands of intermingled and/or adjoining protection responsibilities.

**Closest Forces Concept:** Dispatch of the closest available initial attack suppression resources regardless of which agency owns or controls them, and regardless of which agency has protection responsibility.

**Confine:** A wildfire response strategy of restricting a wildfire to a defined area, primarily using natural barriers that are expected to restrict the spread of the wildfire under the prevailing and forecasted weather conditions.

**Contain:** Restrict a wildfire to a defined area, using a combination of natural and constructed barriers that will stop the spread of the fire under the prevailing and forecasted weather conditions, until out.

**Control:** Aggressively fight a wildfire through the skillful use of personnel, equipment, and aircraft to establish firelines around a fire to halt the spread and, to extinguish all hot spots, until out.

**Controlled Burn:** Synonymous with Prescribed Fire.



**Cost Sharing Agreements:** Agreements that document the financial responsibility for incident resource costs, identifying requirements of other party payments.

**Direct Costs:** Direct costs are those items of expense specifically identified with the delivery or completion of a project or program. Examples include, but are not limited to, personnel costs (salary and fringe benefits), equipment costs, travel, materials, supplies, and contracts.

**Direct Protection Area:** That area for which a particular fire protection organization has the primary responsibility for attacking an uncontrolled fire and for directing the suppression action. Such responsibility may develop through law, contract, or personal interest of the firefighting agent (e.g., a lumber operator). Several agencies or entities may have some basic responsibilities (e.g., private owner) without being known as the fire organization having direct protection responsibility.

**Disaster:** See **Major Disaster**.

**Emergency:** As defined by the Stafford Act, an emergency is “any occasion or instance for which, in the determination of the President, Federal assistance is needed to supplement State and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of a catastrophe in any part of the United States.”

**NWCG:** Any incident which requires the response of a fire protection organization's attack units and/or support units.

**Emergency Stabilization:** Planned actions to stabilize and prevent unacceptable degradation to natural and cultural resource, to minimize threats to life or property resulting from the effects of a fire, or to repair/replace/construct physical improvements necessary to prevent degradation of land or resources.

**Emergency Support Function (ESF):** Groupings of governmental and certain private sector capabilities and functions into an organizational structure to provide support, resources, program implementation, and services that are most likely needed to support disaster response operations.

**Equipment:** Equipment includes both accountable and durable property. Equipment does not include consumable goods and/or supplies. See the Interagency Incident Business Management Handbook, Chapter 30, for further definitions of accountable, durable, and consumable goods.

**Escaped Prescribed Fire:** a prescribed fire that has exceeded or is expected to exceed prescription parameters or otherwise meets the criteria for conversion to wildfire. The criteria are specified in “Interagency Prescribed Fire – Planning and Implementation Procedures Reference Guide”.

Or

A prescribed fire which has either exceeded the prescription or has rekindled after it has been declared to be out. [36 CFR 211.5].

**ESF Primary Agency:** A Federal agency with significant authorities, roles, resources, or capabilities for a particular function within an Emergency Support Function of the National Response Framework. A Federal agency designated as an ESF primary agency serves as a Federal Executive Agent under the Federal Coordinating Officer (or Federal Resource Coordinator for non-Stafford Act incidents) to accomplish the ESF mission.

**Extended Attack:** Actions taken on a wildfire that has exceeded the initial response.

**Federal:** Of or pertaining to the Federal Government of the United States of America.

**Federal Excess Personal Property:** Federally owned personal property and equipment excess to a Federal

Agency's needs that can be loaned to the State or rural fire departments for use in fire management activities.

**Fee Basis Acquisition of Services:** One agency provides fire management services on the lands under the jurisdiction of another and payment is provided for the service. For a given fee, one agency can become the protecting agency for the other. The fee (or cost) is the price for the work agreed to be performed on each acre of land.

**Fire Management Activities and/or Services:** Any or all activities that relate to managing fire or fuels on lands under the jurisdiction of any agency to this Agreement. Activities include, but are not limited to: suppression, prescribed fire/fuels management, fire analysis/planning, rehabilitation, training, prevention, public affairs, post-fire rehabilitation, and restoration activities in fire management.

**Fire Service Organization (FSO):** Includes: (1) county or municipal (e.g. town or city) equipment and personnel, (2) volunteer and paid personnel, from fire service organization(s), and (3) county and fire service organization equipment and apparatus.

**Fire Suppression Activity Damage:** Damage to resources, lands, and facilities resulting from wildfire suppression actions, in contrast to damages resulting from a wildfire.

**Geographic Area Coordination Center (GACC):** The physical location of an interagency, regional operation center for the effective coordination, mobilization and demobilization of emergency management resources. A coordination center serves federal, state and local wildland fire agencies through logistical coordination of resources throughout the geographic area, and with other geographic areas, as well. Listings of geographic coordination centers and their respective geographic coordinating areas can be found within the National Interagency Mobilization Guide.

**Geographic Area Coordinating Group (GACG):** An interagency body of fire management representatives from each federal and state land management agency within a nationally recognized regional area that provides leadership and support to facilitate safe and efficient fire management activities. Working collaboratively, a GACG's mission is not only for wildland fire emergencies, but for other emergency incidents, as necessary.

**Hazard:** Something that is potentially dangerous or harmful, often the root cause of an unwanted outcome.

**Hazard Mitigation:** Any cost-effective measure which will reduce the potential for damage a value at risk.

**Hazardous Material:** For the purposes of ESF #1, hazardous material is a substance or material, including a hazardous substance, that has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and which has been so designated (see 49 CFR 171.8). For the purposes of ESF #10 and the Oil and Hazardous Materials Incident Annex, the term is intended to include hazardous substances, pollutants, and contaminants as defined within the National Oil and Hazardous Substances Contingency Plan, known as the National Contingency Plan (NCP). See 40 C.F.R. Part 400 for additional information).

NWGC:

12. Substances that are identified, classified, and regulated in the Code of Federal Regulations, Title 49 and Hazardous Materials Regulations 175.
13. A substance or material which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated.

**Incident Command System (ICS):** standardized on-scene emergency management concept specifically designed to allow its user(s) to adopt an integrated organizational structure equal to the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries.

**Incident Commander (IC):** The incident commander and appropriate general and command staff personnel assigned to an incident.

**Incident Management Team (IMT):** The Incident Commander and appropriate Command and General Staff personnel assigned to an incident.

**Indirect Costs:** Indirect costs are those items of expense incurred as part of general management and administrative support of an organization. These costs are not attributable to a specific project, program or output, but are distributed among many benefiting activities. Often they are proposed as a percentage of direct project costs and are referred to as administrative costs, overhead, or burden. Examples may include office space, computer equipment, postage, utilities, salaries for administrative activities, such as procurement, personnel, accounting, and so forth. Direct charging of these costs, however, may be appropriate if they can be specifically identified to a project or program and the nature of the work performed creates a unique need or requires an extensive amount of support. These situations are considered “unlike circumstances”.

**Infrastructure:** The manmade physical systems, assets, projects, and structures, publicly and/or privately owned, that are used by or provide benefit to the public. Examples of infrastructure include utilities, bridges, levees, drinking water systems, electrical systems, communications systems, dams, sewage systems, and roads.

**Initial Attack Zone:** An identified area in which predetermined resources would normally be the initial resource to respond to an incident.

**Initial Action:** The actions taken by the first resources to arrive at a wildfire.

**Initial Attack:** An aggressive action to put the fire out by the first resources to arrive, consistent with firefighter and public safety and values to be protected. .

**Initial Response:** The initial decisions and actions taken in reaction to a reported incident.

**In-Kind Donations:** Donations other than cash (usually materials or professional services) for disaster survivors.

**Interagency:** Coordination, collaboration, communication among cooperating agencies.

**Joint Jurisdiction Protection:** Areas where fire service organization protection overlaps federal or state protection areas.

**Jurisdictional Agency:** The agency having land and resource management responsibility for a specific geographical or functional area as provided by federal, state or local law.

**Land/Resource Management Plan (L/RMP):** A document prepared with public participation and approved by an agency administrator that provides general guidance and direction for land and resource management activities for an administrative area. The L/RMP identifies the need for fire’s role in a particular area and for a specific benefit. The objectives in the L/RMP provide the basis for the development of fire management objectives and the fire management program in the designated area.

**Local Government:** A county, municipality, city, town, township, local public authority, school district, special district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under State law), regional or interstate government entity, or agency or instrumentality of a local government; an Indian tribe or authorized tribal organization or, in Alaska, a Native Village or Alaska Regional native Corporation; or a rural community, unincorporated town or village, or other public entity. (As defined in section 2(10) of the Homeland Security Act of 2002, Public Law 107-296, 116 Stat. 2135, et seq. (2002)).

**Major Disaster:** As defined by the Stafford Act, any natural catastrophe (including any hurricane, tornado,

storm, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, or drought) or, regardless of cause, any fire, flood, or explosion, in any part of the United States, which in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster assistance under this act to supplement the efforts and available resources of States, local governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby.

NWCG: Any natural catastrophe or, regardless of cause, any fire, flood, or explosion, in any part of the United States, which in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster assistance.

**Mission Assignment:** A work order issued by FEMA, with or without reimbursement, which directs another federal agency to utilize its authorities and the resources granted to it under federal law in support of state, local, tribal, and territorial government assistance.

**Mitigation:** Modifying the environment or human behavior to reduce potential adverse impacts of from a natural hazard.

**Mobilization:** The process and procedures used by all organizations, federal, state and local, for activating, assembling, and transporting all resources that have been requested to respond to or support an incident.

**Multi-Agency Coordinating Group (MAC):** A generalized term which describes the functions and activities of representatives of involved agencies and/or jurisdictions who come together to make decisions regarding the prioritizing of incidents, and the sharing and use of critical resources. The MAC organization is not a part of the on-scene ICS and is not involved in developing incident strategy or tactics.

**Mutual Aid:** Assistance provided by a Supporting Agency at no cost to the Protecting Agency. Mutual aid is limited to those initial attack resources that have been determined to be appropriate and which are preplanned and shown in AOP's or mobilization guides.

NWCG: Assistance in firefighting or investigation by fire agencies, without regard for jurisdictional boundaries.

**National:** Of a nationwide character, including the Federal, State, local, and tribal aspects of governance and policy.

**National Incident Management System (NIMS):** The *National Incident Management System* (NIMS) provides a systematic, proactive approach to guide departments and agencies at all levels of government, nongovernmental organizations, and the private sector to work seamlessly to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity, in order to reduce the loss of life and property and harm to the environment. NIMS works hand in hand with the *National Response Framework* (NRF). NIMS provides the template for the management of incidents, while the NRF provides the structure and mechanisms for national-level policy for incident management.

NWCG: An NWCG developed program consisting of five subsystems which collectively provide a total systems approach to all-risk incident management. The subsystems are: The Incident Command System, Training, Qualifications and Certification, Supporting Technologies, and Publications Management.

**National Response Framework (NRF):** The *National Response Framework* (NRF) guides how the Nation conducts all-hazards response. The Framework documents the key response principles, roles, and structures that organize national response. It describes how communities, States, the Federal Government, and private-sector and nongovernmental partners apply these principles for a coordinated, effective national response. And it describes special circumstances where the Federal Government exercises a larger role, including incidents where Federal interests are involved and catastrophic incidents where a State would require significant support. It allows first responders, decision makers, and supporting entities to provide a unified national response.

**National Wildfire Coordinating Group (NWCG):** the NWCG is an interagency, intergovernmental body that establishes operational fire management standards and procedures such as qualification and certification protocols, allocation or resources protocols, equipment standards, and training programs.

**Offset:** Exchange of fire protection services in specific locations that is anticipated to be of approximately equal value between Agencies.

**Operating Plan:** A document reviewed annually, updated as necessary, and authorized by the appropriate officials for implementing the Cooperative Wildland Fire Management and Stafford Act Response Agreement in their respective areas of responsibilities. See also Annual Operating Plan (AOP).

**Party:** An entity that is signatory to this Agreement.

**Planned Ignition:** The intentional initiation of a wildland fire by management actions to meet specific objectives.

**Preparedness:**

- 1) Activities that lead to a safe, efficient, and cost-effective fire management program in support of land and resource management objectives through appropriate planning and coordination.
- 2) Mental readiness to recognize changes in fire danger and act promptly when action is appropriate

The range of deliberate, critical tasks, and activities necessary to build, sustain, and improve the capability to protect against, respond to, and recover from domestic incidents. **Prescribed Fire:** A wildland fire originating from a planned ignition in accordance with applicable laws, policies, and regulations to meet specific objectives.

Source: [2009 Guidance for Implementation Federal Wildland Fire Management Policy and Fire Management Board Memorandum 19-004](#).Any

**Prevention:** Activities directed at reducing the incidence of fires, including public education, law enforcement, personal contact, and reduction of fuel hazards (fuels management). Actions to avoid an incident, to intervene for the purpose of stopping an incident from occurring, or to mitigate an incident's effect to protect life and property. Includes measures designed to mitigate damage by reducing or eliminating risks to persons or property, lessening the potential effects or consequences of an incident.

**Procurement Documents:** Agency specific documents for acquisition of goods or services that include financial obligation.

**Protecting Agency:** Agency responsible for providing direct incident management within a specific geographic area pursuant to its jurisdictional responsibility or as specified and provided by contract, cooperative agreement, etc.

**Protection:** The actions taken to mitigate the adverse effects of fire on environmental, social, political, economic, and community values at risk.

**Protection Area:** That area for which a particular fire protection organization has the primary responsibility for attacking an uncontrolled fire and for directing the suppression action. Such responsibility may develop through law, contract, or personal interest of the firefighting agent (e.g., a lumber operator). Several agencies or entities may have some basic responsibilities (e.g., private owner) without being known as the fire organization having direct protection responsibility. A geographical area which is administratively defined and for which organized fire suppression activities are formally planned

**Protection Area Maps:** Official maps which identify areas of direct fire protection responsibility for each Agency.

**Protection Boundary:** The exterior perimeter of an area within which a specified fire agency has assumed a degree of responsibility for wildland fire control. It may include land in addition to that for which the agency has jurisdiction or contractual responsibility.

**Reciprocal Fire Protection:** The act of helping a neighboring protecting Agency through written agreement for mutual aid in furnishing fire protection, which includes personal services and equipment required for fire prevention, the protection of life and property from fire, and firefighting. Reciprocity is attained by agreeing among agencies regarding the kind, location and numbers of firefighting resources which will automatically be made available as part of the initial response to a wildfire, regardless of the protecting Agency. The kind, locations, and numbers of resources which constitute reciprocity are defined in or through local operating plans.

**Recovery:** The development, coordination, and execution of service- and site-restoration plans for impacted communities and the reconstitution of government operations and services through individual, private-sector, nongovernmental, and public assistance programs that: identify needs and define resources; provide housing and promote restoration; address long-term care and treatment of affected persons; implement additional measures for community restoration; incorporate mitigation measures and techniques, as feasible; evaluate the incident to identify lessons learned; and develop initiatives to mitigate the effects of future incidents.

The increase in fuel moisture as a result of increased relative humidity, usually occurring overnight. The general term used to describe the maximum overnight value of atmospheric relative humidity.

**Rehabilitation:** Efforts undertaken within three years of a wildfire to repair or improve fire-damaged lands unlikely to recover to management approved conditions, or to repair or replace minor facilities damaged by fire.

**Reimbursable Assistance (Assistance by Hire):** Incident resources that will be paid for by the requesting Protecting Agency pursuant to this Agreement and its geographic, statewide, or sub-geographic operating plans. Excludes Mutual Aid.

**Resources:** Personnel and major items of equipment, supplies, and facilities available for assignment to incident operations and for which status is maintained. Resources are described by kind and type and may be used in operational support or supervisory capacities at an incident or at an Emergency Operations Center (EOC).

NWCG: Personnel, equipment, services and supplies available, or potentially available, for assignment to incidents. Personnel and equipment are described by kind and type, e.g., ground, water, air, etc., and may be used in tactical, support or overhead capacities at an incident.

The natural resources of an area, such as timber, grass, watershed values, recreation values, and wildlife habitat.

**Response:** Activities that address the short-term, direct effects of an incident. Response includes immediate actions to save lives, protect property, and meet basic human needs. Response also includes the execution of emergency operations plans and of incident mitigation activities designed to limit the loss of life, personal injury, property damage, and other unfavorable outcomes. As indicated by the situation, response activities include: applying intelligence and other information to lessen the effects or consequences of an incident; increased security operations; continuing investigations into the nature and source of the threat; ongoing public health and agricultural surveillance and testing processes; immunizations, isolation, or quarantine; and specific law enforcement operations aimed at preempting, interdicting, or disrupting illegal activity, and apprehending actual perpetrators and bringing them to justice.

**Response to wildland fire:** the mobilization of the necessary services and responders to a fire based on ecological, social, and legal consequences, the circumstances under which a fire occurs, and the likely consequences on firefighter and public safety and welfare, natural and cultural resources, and values to be protected.

**Stafford Act response:** the mobilization of the necessary services and resources to a request from FEMA under the provisions of the Stafford Act and based on the procedures and requirements established in the National Response Framework (NRF).

**State:** “State” (capitalized and singular), as used in this document, means the State of Wyoming and its powers and authorities as defined by its constitution and statutes unless the context of use clearly means otherwise; also any territory or resource under the control of the State of Wyoming.

**Strategic:** Strategic elements of incident management are characterized by continuous, long-term, high-level planning by organizations headed by elected or other senior officials. These elements involve the adoption of long-range goals and objectives, the setting of priorities, the establishment of budgets and other fiscal decisions, policy development, and the application of measures of performance or effectiveness.

**Structure Fire Protection:** Protecting a structure from the threat of damage from an advancing wildland fire. This involves the use of standard wildland protection tactics, control methods, and equipment, including fire control lines and the extinguishments of spot fires near or on the structure.

**Structure Fire Suppression:** Interior or exterior actions taken to suppress and extinguish a burning structure or improvement associated with standard fire protection equipment and training.

**Sub-Object Class Code:** Detailed codes used by the Federal Government to record its financial transactions according to the nature of services provided or received when obligations are first incurred.

**Supplemental Fire Department Resources:** Overhead tied to a local fire department generally by agreement who are mobilized primarily for response to incidents/wildland fires outside of their district or mutual aid zone. They are not a permanent part of the local fire organization and are not required to attend scheduled training, meetings, etc. of the department staff.

**Supporting Agency:** An agency providing suppression or other support and resource assistance to a protecting agency.

**Suppression:** Management action to extinguish a fire or confine fire spread beginning with its discovery.

**Threat:** An indication of possible harm, or danger.

**Tribal Sovereignty:** The inherent authority of indigenous tribes to govern themselves within the borders of the United States. The US federal government recognizes tribal nations as “domestic dependent nations” and has established a number of laws attempting to clarify the relationship between the federal, state and tribal governments.

**Tribe:** Any Indian tribe, band, nation, or other organized group or community, including any Alaskan Native Village as defined in or established pursuant to the Alaskan Native Claims Settlement Act (85 Stat. 688) [43 U.S.C.A. and 1601 et seq.], that is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

**Unified Command:** In ICS, unified command is a unified team effort which allows all agencies with jurisdictional responsibility for the incident, either geographical or functional, to manage an incident by establishing a common set of incident objectives and strategies. This is accomplished without losing or abdicating authority, responsibility, or accountability.

**Unit Administrator or Local Administrator (Line Officer):** The individual assigned administrative responsibilities for an established organizational unit, such as Forest Supervisors or District Rangers for the Forest Service, District Manager for the Bureau of Land Management, Area Forester, District Forester, or State Forester

as designated for the State Forest, Agency Superintendent for the Bureau of Indian Affairs, Park Superintendent for the National Park Service, and Refuge Manager (Project Leader) for Fish and Wildlife Service, an Area or Regional Fire Management Officer for the DFPC. May also include any appointed managers for a Tribe, State, County or local government entity.

**United States:** The term “United States,” when used in a geographic sense, means any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, any possession of the United States, and any waters within the jurisdiction of the United States. (As defined in section 2(16) of the Homeland Security Act of 2002, Public Law 107-296, 116 Stat. 2135, et seq. (2002).)

**Unplanned Ignition:** The initiation of a wildland fire that was unplanned, regardless of cause.

**Values at Risk:** The elements of a community or natural area considered valuable by an individual or community that could be negatively impacted by a wildfire or wildfire operations. These values can vary by community and can include diverse characteristics such as homes, specific structures, water supply, power grids, natural and cultural resources, community infrastructure, and other economic, environmental, and social values.

**Wildfire:** A wildland fire originating from an unplanned ignition, such as lightning, volcanos, unauthorized and accidental human caused fires, and prescribed fires that are declared wildfires.

**Wildland Fire:** Any non-structure fire that occurs in vegetation or natural fuels. Includes Wildfires and Prescribed Fires.

**Wildland Urban Interface (WUI):** The line, area, or zone where structures and other human development meet or intermingle with undeveloped wildland or vegetation fuels.



## Exhibit B. Principle Contacts

PRINCIPLE CONTACTS. The Principle Contacts for this instrument are as follows. These points of contact will review this instrument at least annually.

### **Bureau of Indian Affairs**

#### ***Rocky Mountain Region***

Bryce Rogers  
2021 4<sup>th</sup> Avenue North  
Billings, MT 59101  
Phone: 406-247-7949  
Email: [bryce.rogers@bia.gov](mailto:bryce.rogers@bia.gov)

### **National Park Service**

#### ***Intermountain Region***

Jeremy "Jay" Lusher  
12795 W Alameda Parkway  
Denver, CO 80228  
Phone: 303-969-2951  
Email: [Jeremy\\_Lusher@nps.gov](mailto:Jeremy_Lusher@nps.gov)

### **USDA Forest Service**

#### ***Rocky Mountain Region***

Scott Sugg  
1617 Cole Blvd Bldg 17  
Lakewood, CO 80401  
Phone: 303-275-5236  
Email: [scott.sugg@usda.gov](mailto:scott.sugg@usda.gov)

### **Wyoming State Forestry Division**

Anthony Schultz  
5500 Bishop Blvd  
Cheyenne, WY 82002  
Phone: 307-777-3368  
Email: [anthony.schultz@wyo.gov](mailto:anthony.schultz@wyo.gov)

### **Bureau of Land Management**

#### ***Wyoming State Office***

Paul Hohn  
5353 Yellowstone Road  
Cheyenne, WY 82001  
Phone: 307-253-8576  
Email: [phohn@blm.gov](mailto:phohn@blm.gov)

### **US Fish and Wildlife Service**

#### ***Interior Regions 5 and 7***

Dave Carter  
134 Union Boulevard  
Lakewood, CO 80228  
Phone: 303-236-8110  
Email: [david\\_carter@fws.gov](mailto:david_carter@fws.gov)

### **USDA Forest Service**

#### ***Intermountain Region***

Julie Campbell  
324 25<sup>th</sup> Street  
Ogden, Utah 84401  
Email: [julie.a.campbell@usda.gov](mailto:julie.a.campbell@usda.gov)

## **Exhibit C. Sub-geographic Operating Plan Template**

# **WILDLAND FIRE MANAGEMENT OPERATING PLAN**

### **PREAMBLE**

Plan is hereby made and entered into by and between the parties pursuant to the current Master Cooperative Wildland Fire Management and Stafford Act Response Agreement (Agreement) and the 23 state/county interagency agreements referenced in their respective sub-geographic operating plan. This Sub-Geographic Operating Plan further referenced as OP, inclusive of any referenced attachments of Exhibits, is tiered to the Agreement. A formal modification to the Agreement is unnecessary but shall not contradict the Agreement.

### **PURPOSE**

This is a Sub-Geographic Area Operating Plan (OP) meant to address issues affecting cooperation, interagency working relationships and protocols, financial arrangements, and joint activities across the State of Wyoming. The OP details operating procedures applicable across the State and those applicable to specific districts. Procedures applicable to specific districts are included in Attachments (A, B, C, D, and E), District Specific Procedures, which are incorporated herein by this reference. Signatories to this OP agree to the procedures applicable across the State and to those applicable to their specific district.

### **RECITALS**

Stafford Act Responses and related National Response Framework (NRF) activities will be accomplished utilizing established dispatch coordination concepts. Situation and damage assessment information will be transmitted through established fire suppression intelligence channels. Jurisdictional Entities are responsible for all planning documents i.e. land use, resource and fire management plans and decision support documents, for a unit's wildland fire and fuels management program. Protecting Entities implement the actions documented and directed by the appropriate planning documents and decision support documents for initial and extended attack on wildfire incidents. They provide the supervision and support including operational oversight, direction and logistical support to Incident Management Teams.

### **INTERAGENCY COOPERATION**

#### **Interagency Dispatch Centers:**

The entities agree to participate in the neighborhood dispatch system. The Entities give authority to the interagency dispatch center to provide the services requested in support of the appropriate center's charter and operating plan. Interagency Dispatch Centers will work together to ensure a positive communication flow and closest available resources will be utilized within capability. For specifics, see individual district attachments.

#### **Mobilization Process for State and County Resources:**

When resources, stated in IROC, are ordered from their local dispatch center for initial attack, it is their responsibility to notify their respective Interagency Dispatch Center of their assignment. It is also their responsibility to notify the respective Interagency Center when they return home.

#### **Standards:**

#### Non-Federal Firefighter Qualifications:

1. Qualifications for local resources utilized for fire suppression within that respective county will meet local standards.
2. Except for County-to-County resources, all resources ordered through an interagency dispatch center will meet NWCG 310-1 standards. Certification for positions are in accordance with the Wyoming Redcard Manual. The BLM National Office has mandated that the following statement be in all fire Operating Plans that include BLM lands nationwide:

BLM will ensure the following minimum required elements are included in the agreement:

1. Local fire department personnel responding to incidents on BLM lands must:
  - a. Be 18 years of age or older
  - b. Have and use the required personal protective equipment (PPE) found in the Interagency Standards for Fire and Fire Aviation Operations (“Red Book” Ch.7);
  - c. Have a basic level of wildland fire training. The National Wildfire Coordinating Group (NWCG) course S-190 and S-130 are recommended, both courses can be modified to fit local needs.
2. Pre-identified incident communication protocols will be established and followed (e.g. frequencies plans, points of contact, and interoperable radio hardware).
3. The Incident Command System (ICS) will be used to manage all incidents.

The minimum elements are critical to ensure safe and effective response to wildfires. While on a Federal incident, local fire department leadership is responsible to only deploy personnel that are in compliance with these minimum elements.

#### **PREPAREDNESS**

##### **Protection Areas and Boundaries:**

If applicable, each entity will provide a Protection Area Map to be included in district specific attachments.

Reciprocal (Mutual Aid) Fire Assistance: Mutual Aid Period will be up to 24 hours and counties will provide their mutual aid periods in their respective sub-geographic OP. For incidents that exceed the reciprocal period, no mutual aid will apply, and all costs will be collected from the beginning of the incident and it should be noted in the Cost Share Agreement

##### **WSFD:**

WSFD shall assume cost of its ground related resources. This shall not be construed as automatic 24-hour dispatch. Any deviation or variation will be at the discretion of the WSFD Fire Duty Officer or their designee. An exception to the 24-hour reciprocal period (Mutual Aid) is the Wyoming State Helitack, provisions are as follows:

1. Wyoming State Forestry Division (WSFD) shall assume costs of its ground initial attack resources
2. To promote safe and aggressive initial attack, fires on all jurisdictions that pose an imminent threat to State and/or Private lands: WSFD shall assume all associated costs of the Wyoming State Helitack for a full operational period to be determined by the WSFD Fire Duty Officer. Federal/other out of state personnel assigned to the Helitack will be considered Reimbursable Assistance.
3. Fires on Federal lands or those fires that pose no imminent threat to State and/or Private land, WSFD may seek reimbursement for costs associated with the Wyoming State Helitack.
4. Rates for the Helicopter and supporting costs shall be distributed upon execution of the contract.

### **Agreements/Memorandum of Understanding (MOUs) for Fire Suppression Responsibilities:**

Agreements/MOUs between entities establishing fire suppression responsibilities will be recognized by this Operating Plan. Entities providing this protection may represent the interest of the jurisdictional entity whose lands are being protected. Unless specified otherwise, the lands protected under Agreement/MOU will be afforded the same conditions/terms as the protecting entity's lands (i.e. mutual aid periods, etc.). All signatories to this Operating Plan will be notified, in writing, of changes or modifications to fire suppression responsibilities by the entity providing protection at the time of an approved Agreement/MOU. On fires that threaten, or involve, the Wildland Urban Interface, the County's Community Wildfire Protection Plan should be referred to for suppression priorities and other information that could prove beneficial to the suppression efforts.

### **Joint Projects and Project Plans:**

These projects may involve such activities as prescribed fire/fuels management, preparedness, fire analysis/planning, rehabilitation, training, prevention, public affairs, and other beneficial efforts in support of interagency fire management. Implementation of such projects will require a separate, local agreement, or other appropriate written documentation executed by the authorized signatures of the involved Parties. This may include a Supplemental Project Agreement.

### **Fire Prevention/Education/Mitigation:**

The Entities agree to cooperate in the development and implementation of fire prevention/education/mitigation programs. Entities will collaborate on ways to prevent unwanted wildfires. This program will have an overarching goal of lessening the risk of wildfire impacts to the public and private land and structures especially in the WUI.

### **Fire Restrictions:**

Fire Restrictions and/or Closures will be communicated and coordinated between the Entities to include initiating, implementing, and lifting.

### **Prescribed Fire (Planned Ignitions) and Fuels Management:**

1. Fuels management and prescribed fire projects will be coordinated with the Entities to this agreement.
2. Wildland fires(s) resulting from escaped prescribed fires at the direction or under the supervision of one of the Entities to this agreement shall be the responsibility of that Entity. All suppression costs exclusive of reciprocal periods shall be borne by the responsible Entity. The responsible agency on federal lands shall be the jurisdictional agency. An Entity may take appropriate suppression action when lands under its protection responsibility are involved in or threatened by the fire. Such suppression action may be taken on its own initiative or at the request of the responsible Entity. An Entity may take appropriate suppression action, at the request of the responsible Entity, when lands under its protection are not involved in or threatened by the fire. The responsible Entity shall reimburse the other Entity for all suppression costs incurred in accordance with this clause.
3. Escaped prescribed fires ignited by individual(s) not party to this agreement will be considered as wildland fires requiring suppression action under the terms and conditions of this agreement.
4. Entities agree to share and reimburse, according to the rates established in the Wyoming Wildland Fire Resource Mobilization Guide for resources used on prescribed fire projects, based on availability, qualifications, and need. For Forest Service prescribed fire projects, a separate agreement will be executed.

## **Smoke Management:**

Within their authorities, the Parties to this Agreement agree to cooperate in smoke management efforts. The Wyoming Department of Environmental Quality, Air Quality Division, Smoke Management Program has access to the Wyoming State Forestry Division Wildfire Reporting Program and will assist in the coordination of smoke management within the state in support of the Wyoming Air Quality Standards & Regulations Chapter 10, Section 4, Smoke Management Requirements.

## **OPERATIONS**

### **Fire Notifications and Reporting:**

All fires and initial action on or near private, State or Federal land under the protection of an Entity to this agreement will be reported as soon as possible to the protecting Entity through the appropriate Interagency Dispatch Center and further instructions agreed upon. The appropriate Interagency Dispatch Center will in turn, notify the appropriate Entity of all fires within their respective fire District boundaries.

### **Initial Attack:**

If one or more Entities to this agreement arrive on initial attack, the first Entity on the scene will assume command or what is mutually agreed upon between those entities first arriving to the incident. Once protection responsibilities are established, the protecting Entity will either assume command or request a supporting Entity to do so.

### **Independent Action on Lands Protected by Another Entity:**

Nothing herein shall prohibit any Entity, on its own initiative, with notification and coordination with the protecting Entity and without requesting reimbursement from going upon lands known to be protected by another Entity to engage in suppression of wildland fires, when such fires are a threat to lands within that Entity's protection responsibility.

### **Special Management Considerations:**

Special provisions will be defined in district attachments to the Operating Plan

#### Heavy Equipment Use

Heavy equipment use special provisions will be defines in district attachments to the Operating Plan.

#### Use of Aerial Retardant on Federal Lands

Pursuant to agency policy, each federal management unit has identified areas where aerial retardant may not be applied, unless a decision by the Incident Commander determines that human life or safety is threatened, and retardant will mitigate that threat. These areas are identified on a map for each unit and may include areas within 300 feet of waterways (streams and lakes); where threatened, endangered, or sensitive species habitat occurs that could be impacted by retardant; and/or where cultural resources exist that have been identified for exclusion from retardant. If retardant is applied in these areas, the agency administrator must be notified for reporting requirements to be met.

#### Special Lands Designations

On Wilderness lands (Congressional Designated, Wilderness Study Areas, and Recommended/Proposed/Potential Wilderness), and Areas of Critical Concerns (BLM) special tactics must be used. No motorized equipment may be used without proper approval including chainsaws, portable pumps and helicopter landings. Minimum Impact Suppression Tactics (MIST) will be utilized in order to minimize adverse impacts of management actions. Fire management resources will be advised of this and briefed on MIST. Sage Grouse – General Habitat, Priority Habitat and Sagebrush Focal Areas are identified as high value areas to protect from disturbances from wildfires. Aggressive actions and coordination will be taken on all wildfire incidents with these identified areas.

## **Decision Process:**

### Escaped Fires or Fires Threatening Other Jurisdictions

The Protecting Agency taking fire suppression action will contact the other protecting Entities as soon as possible after a fire escapes or threatens to escape initial attack near intermingled ownership (defined as different ownership within 1 mile of the fire or it is anticipated that other ownerships may be involved) and a Unit Administrator Group (see Glossary) will be assembled by the hosting Entity to represent the jurisdictional Entities involved with that fire. For a list of the designated representatives for creating a unit administrator group, see the directory in (Attachment A, B, C, D, and E)

1. Guidelines for assembling the Unit Administrator Group:
  - a. A wildland fire that escapes initial attack or threatens other jurisdictions.
  - b. The fire is to be determined at a Type III or higher complexity level.
  - c. Containment is not anticipated before the next burning period.
2. The Unit Administrator Group's functions is:
  - a. To participate in development and approval of wildfire decision documents for managing a fire incident in accordance to each agency's policy, including mop-up, suppression repair, rehab, and patrol.
  - b. To recommend to the appropriate Line Officer(s) the level at which the incident should be managed.
  - c. To prepare a Delegation of Authority for Line Officer(s) signature.
  - d. To act as the representative for the respective Entity.
  - e. To develop incident management objectives and agree on management actions needed.
  - f. To initiated a written cost share agreement for Line Officer(s) approval with signatures prior to the end of the fire. (See Example in Wyoming Wildland Fire Resource Mobilization Guide)
  - g. To agree to all expenditures whenever the suppression plan must be modified including mop-up, rehab and patrol after demobilization of the fire.
    - 1) The Incident Commander/Unified Command will provide the Unit Administrator Group with an estimated fire cost daily.
    - 2) The Incident Commander/Unified Command and the Unit Administrator Group will reach mutual agreement when the fire situation is such that the group can be demobilized.

### **Delegation of Authority:**

It is recognized that initial attack and rapidly expanding incidents often involve multi-jurisdictions. Determining the appropriate jurisdictions and obtaining delegations of authority in an efficient and effective manner is often difficult and may be further hampered by the remoteness of incidents in relationship to Entities having authority and jurisdictional responsibility.

The Entities which are party to the Operating Plan agree that initial attack delegation will be valid until a qualified incident commander from the entity having jurisdiction is on scene, or a revised or updated incident specific delegation of authority is signed. The Incident Commander being delegated authority should be confirmed through the dispatch log for that position from the Interagency Dispatch Center. Incidents that have been declared as exceeding initial attack and transition to extended attack should have an incident specific delegation of authority in place as soon as possible.

### **Preservation of Evidence/Fire Cause Determination:**

Each Entity is responsible for investigating and taking appropriate law enforcement action for all fires on lands under their jurisdiction. The initial attack Incident Commander will take all responsible precautions to preserve evidence found, including protection of the area of origin until such time as the fire origin and cause investigation occurs. Entities shall render mutual assistance in investigation and

law enforcement activities and in court prosecutions to the fullest extent possible. Each Entity shall be responsible for fire-related law enforcement activities on wildfires that originate on their respective lands. To the extent permitted by Federal and State law the protecting Entity will provide investigation files relative to the fire to the Jurisdictional Entity for legal action and/or prosecution.

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

### **Cost Share Agreement:**

In situations where an incident encompasses land under the protection or jurisdictional responsibility of more than one Entity and the fire has exceeded the mutual aid period, a cost share agreement should be initiated prior to fire being declared controlled. If beyond the mutual aid period, it is recommended that agencies document why a cost share was not used.

For incidents that go beyond the reciprocal period (mutual aid) it should be noted in the Cost Share Agreement that reciprocal (mutual aid) period will not apply; all costs will begin at the start of the incident, unless otherwise specified by an individual district attachment. (i.e. For the sake of this cost share agreement, all cost will be collected from the beginning of the incident and no mutual aid period will apply.)

### **Private Lands:**

Costs associated with the protection of privately owned land and structures are the responsibility of the local Entity that has jurisdiction for the private property.

Costs associated with the suppression of wildland fire on private land or structure protection of private structures against an active threat from an ongoing wildland fire are the responsibility of the protecting entity that has jurisdiction for that private property. These costs may be considered for inclusion in the cost-share agreement for a wildland fire incident.

### **Federal Lands w/Private Structures:**

The structure protection of privately owned structures on federal lands against an active threat from an ongoing wildland fire are the responsibility of the protecting local Entity that has jurisdiction for the private structures. Structure protection responsibilities of the protecting local

Entity includes actions taken directly on the structure or the immediate area surrounding the structure. The federal agencies will be responsible for the cost associated with keeping the fire from reaching the structures. These costs may be considered for inclusion in the cost-share agreement for a wildland fire incident.

### **State Trust Lands w/Private Structures:**

The structure protection of privately owned structures on state trust lands against an active threat from an ongoing wildland fire are the responsibility of the protecting local fire service Entity that has jurisdiction for the private structures. Structure protection responsibilities of the protecting local fire service Entity include actions taken directly on the structure of the immediate area surrounding structure. Wyoming State Forestry Division will be responsible for costs associated with keeping the fire from reaching the structures. These costs may be considered for inclusion in the cost-share agreement for a wildland fire incident.

### **Training:**

The Entities party to this agreement will coordinate wildland fire training locally, within the county, state and the Geographic Area.

### **Communication Systems:**

Communication frequencies to be used for initial attack are included in each district's attachment. All Entities will utilize the current year Standard Air to Ground naming convention adopted by the National Interagency Incident Communication Division. All Entities to this agreement give permission for the use of their respective entities radio frequencies for emergency use only.

**Aviation Operations:**

1. Aerial resources may be used with prior approval of the jurisdictional Entity unless otherwise specified under "Special Management Considerations" of this plan.
2. Aerial resources will be paid for by the requesting Entity if prior approval has not been obtained.
3. Air to air and air to ground frequencies with designated ground contacts need to be established with dispatch.
4. Aviation use will be requested through the appropriate interagency dispatch center.

**Billing Procedures:**

**A. Out of State:**

1. Federal Agencies will not bill each other for fire suppression. See Section C for State and County billings.
2. When non-federal resources respond to incidents outside the State of Wyoming, bill should be submitted to WSFD Headquarters.
3. Wyoming State Forestry Division will audit, may reimburse, and forward all completed bills for services to the Forest Service under these qualifying conditions:
  - I. When non-federal resources respond to incidents which are outside the State of Wyoming but are within USDA Forest Service Jurisdiction.
  - II. When the USDA Forest Service is the Lead Agency for Payment. All completed bills will then be sent to the appropriate Forest Service at the address listed in Section C.
4. When non-federal resources respond outside the State of Wyoming to incidents that are under US DOI Jurisdiction or where the US DOI is the Lead Agency for Payment, Wyoming State Forestry Division will audit, may reimburse, and forward all completed bills for services to the appropriate DOI Agency at the address listed below in Section C.
5. Payment Due Dates: All bills will have a payment due date 30 days after the date of issuance. If payment cannot be made before the 30 days expire, then a 30-day extension, with oral or written justification, may be requested. Voucher difference statements will accompany any payment made that is different than the amount billed.
6. Disputed Billings: Written notice that a bill is contested will be mailed to the billing agency within 30 days of issuance of the final bill and will fully explain the area of dispute. Contested items will be resolved within the designated waiver period.
7. All supporting Entities are subject to examination and audits.
8. In order to receive EFT payments, Wyoming counties shall register in SAM, [www.sam.gov](http://www.sam.gov), and follow the instructions online.

**B. In-State:**

1. When State or County resources are used and the fire management activity is within the State of Wyoming, the State or County will bill either: WSFD or the protecting host unit.
2. When the State is the jurisdictional Agency, the Federal Agencies will submit their individual billings to the State and the State will reimburse each individual Agency. When the County is the jurisdictional entity, the Federal Agencies may submit their individual billings to the County and the County will reimburse each individual Agency.
3. Payment for Wyoming State/County resources will be made direct to the appropriate State/County identified in the billing. The State will coordinate billing questions or disputes with the appropriate County.



- C. **Billing Addresses:** All bills for services provided to the Wyoming State Forestry Division or to Counties will be submitted to addresses identified in the Appropriate Operating Plans or as listed below:

All bills for services provided to **Wyoming State Forestry Division** will be submitted to:

Wyoming State Forestry Division  
Headquarters Office  
5500 Bishop Blvd.  
Cheyenne, WY 82002

All bills for services provided to a **County in Wyoming:**

Refer to the Wyoming Wildland Fire Resource Mobilization Guide on the following website for the County are you to bill: <http://wsfd.wyo.gov/fire-management/fire-business>

All bills for services provided to the **Bureau of Reclamation** will be mailed to:

Environmental Division Manager  
Bureau of Reclamation, Dakotas Area Office  
P.O. Box 1017  
Bismarck, ND 58502

All bills for services provided to the **Rocky Mountain Region – Forest Service** will be mailed to:

USDA Forest Service, Rocky Mountain Region  
Attn: Incident Business – Regional Safety, Fire and Aviation Management Office  
1617 Cole Boulevard, Building 17  
Lakewood, CO 80401-3305

All bills for services provided to the **Intermountain Region – Forest Service** will be mailed to:

USDA Forest Service, Intermountain Region  
Attn: Incident Business – Regional Budget Office  
324 25<sup>th</sup> Street  
Ogden, UT 84401

All bills for services provided **out of state** to the **DOI Department of Interior/BLM** will be mailed to:

BLM Wyoming State office  
Attn: Fire Program and Management Analyst  
5353 Yellowstone Road  
Cheyenne, WY 82009

All bills for services provided **in state** to the **DOI Department of Interior/BLM** will be mailed to appropriate BLM WY District:

BLM High Plains District  
Attn: Fire Management Officer  
2987 Prospector Drive  
Casper, WY 82604

BLM Wind River/Bighorn Basin District  
Attn: Fire Business Specialist  
101 S. 23rd Street  
Worland, WY 82401

BLM High Desert District  
Attn: Fire Business Specialist  
280 Highway 191 North  
Rock Springs, WY 82901

All bills for services provided to the **DOI Department of Interior/NPS Intermountain Region** will be mailed to:

NPS – Intermountain Region  
Attn: Fire Budget Analyst  
12795 W. Alameda Parkway  
Lakewood, CO 80228

All bills for services provided to the **DOI Department of Interior/BIA** will be mailed to:

Bureau of Indian Affairs – Rocky Mountain Region  
Branch of Fire & Forestry  
Attn: Budget Analyst  
2021 4<sup>th</sup> Avenue North  
Billings, MT 59101

All bills for services provided to the **DOI Department of Interior/FWS** will be mailed to:

US Fish & Wildlife Service  
Mountain Prairie Region 6  
134 Union Blvd, Suite 300  
Lakewood, CO 80226

- D. The non-federal Entities of Wyoming are cooperators, not contractors. Reference the Wyoming Wildland Fire Resource Mobilization Guide (Mini Mob Guide) for Wyoming Firefighters Pay Plan and Equipment Use Rates. Emergency Equipment Rental Agreements will only be executed for equipment not listed in above.
- E. The Jurisdictional Entity is not obligated to reimburse the Supporting Entity for costs incurred during the Reciprocal (Mutual Aid) period unless otherwise specified in a cost share agreement.
- F. Fire Numbers: Entities will share their respective individual fire numbers for cross referencing purposes.
- G. Billing Estimates/Time Frames: Agencies will submit invoices within 180 days of the demobilization of the incident. Extensions beyond 180 days for invoice submittal must be presented in writing to the reimbursing agency. It should be noted that some categories of expenses may often require subsequent billings outside of the 180-day period, such as: outstanding cost shares, claims, aircraft expenses, and fire cache costs.

Operating plans will include contact information for written requests for extensions. Absent a written extension of time granted by the reimbursing agency, the final itemized bill should be submitted to the reimbursing agency within 180 days of the demobilization of the incident. After a final billing has been sent, and if additional costs are identified, a supplemental billing may be issued if agreeable to applicable Parties.

Each Party to this Agreement will strive to provide appropriate Parties of an estimate of the amount of reimbursable bills they expect to submit within 90 calendar days in each reimbursable action.

- H. Billing Content: A separate bill will be submitted for each fire. The following items will be included as a minimum for each bill, noting that a resource order is not always required or available in order for a bill to be valid. Provide as a minimum on each invoice/bill:

- Agency name, address, phone number, and agency financial contact,
- Invoice or bill number
- Agreement number
- Incident name and number
- Dates of the incident covered by the billing,
- Location and jurisdictional unit
- Appropriate Firecode or charge code.
- Summary cost data for the amount being billed.

Summary data may include but is not limited to, a list of personnel, travel, and equipment expenses; and a listing by vendor name and amount spent for supplies and services procured. Generally, cost source documents will not be required unless summary cost data is disputed, there is a Fire Management Assistance Grant (FMAG), or unless specific agency regulations require cost source documents.

At times, supplemental information, summary data or additional billing documentation may be requested and provided if agreed upon by the Parties. The process for handling such requests should be documented in the Operating Plan.

For out of state resources used on state or private land incidents, their bills will be sent to the address below. Wyoming State Forestry Division will either make payment or forward the bill to the appropriate Entity for payment.

**Wyoming State Forestry Division**  
**5500 Bishop Blvd.**  
**Cheyenne, WY 82002**

**Cost Recovery:**

Authority to recover suppression costs and damages from those responsible for causing a fire varies depending on contracts, agreements, permits and applicable laws. As soon as possible after a fire, the Authorized Representatives of affected Parties will attempt to reach mutual agreement on the strategy that will be used to recover suppression costs and damages from the individuals responsible for such costs and damages. If possible, all costs should be determined prior to the initiation of cost recovery efforts. Such strategy may alter interagency billing procedures, timing and content as otherwise provided in this Agreement. As authorized by law, any Party may independently pursue civil actions against individuals to recover suppression costs and damages, though adequate notice should be provided the other Parties to the Agreement. In those cases where costs have been recovered from individuals or parties, reimbursement of initial attack, as well as suppression costs to the extent included in the recovery, will be made to the Party taking reciprocal action, as authorized by law.

**GENERAL PROVISIONS**

**Personnel Policy:**

Employees of the Entities to this Agreement shall be subject to the personnel rules, law and regulations of their respective Entity, unless they are employed temporarily by another Entity to this Agreement and the authority under which such temporary employment is authorized provides that such employees shall be subject to the employing Entity's personnel laws and regulations.

**Modifications:**

Modifications within the scope of this Agreement shall be made by mutual consent of the Entities, by the issuance of a written modification request with a minimum of 20-day notice, signed and dated by all

Entities, prior to any changes being performed. No Entity is obligated to fund any changes not properly approved in advance.

**Annual Review:**

This Operating Plan is reviewed annually. Wyoming State Forestry Division will be the lead Entity responsible for preparing the plan.

**Duration of Agreement:**

This Operating Plan remains in effect until superseded. This plan becomes effective on the date signed by each Entity. It may be terminated upon 20 days written notice to all Entities.

## Exhibit D. Reimbursable Billings and Payments

### I. Suppression Billings

The Forest Service, Bureau of Land Management, Bureau of Indian Affairs, National Park Service, and Fish and Wildlife Service 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 or other written documents.

Parties to the Agreement shall utilize the applicable Incident by Incident process.

#### 1. Incident by Incident Process

- A. **Federal Billings by Incident:** There are not billings between the Federal wildland fire agencies, pursuant to the Master Interagency Agreement for Wildland Fire Management. Federal Agencies will submit bills for their reimbursable costs to the States whenever the State, County, or the appropriate Protecting Agency and a billing is appropriate.
- B. **State/County Billings by Incident:** When one of the State or County is the Supporting Agency and the fire is within the State of Wyoming, the State or County will bill the Protecting Agency for reimbursable costs when a billing is appropriate. Anytime the State or County respond to a Federal Agency fire outside of Wyoming, the State will bill all applicable costs to the jurisdictional Federal Agency or agencies. Operating plans will include billing location information.
- C. **Billing Time Frames:** Agencies will submit invoices within 180 days of the demobilization of the incident. Extensions beyond 180 days for invoice submittal must be presented in writing to the reimbursing agency. It should be noted that some categories of expenses may often require subsequent billings outside of the 180-day period, such as: outstanding cost shares, claims, aircraft expenses, and fire cache costs.

Operating plans will include contact information for written requests for extensions. Absent a written extension of time granted by the reimbursing agency, the final itemized bill should be submitted to the reimbursing agency within 180 days of the demobilization of the incident. After a final billing has been sent, and if additional costs are identified, a supplemental billing may be issued if agreeable to applicable Parties.

Each Party to this Agreement will strive to provide appropriate Parties of an estimate of the amount of reimbursable bills they expect to submit within 90 calendar days in each reimbursable action.

2. **Severity:** Costs incurred on severity assignments within the state of [state] will be billed individually to the Jurisdictional Agency. Severity assignments are reimbursable under the Reciprocal Fire Protection Act.
3. **Electronic Funds Transfer (EFT):** 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 DUNS number. The DUNS number is assigned by Dun & Bradstreet, Inc. (D&B) to identify unique business entities. For more information, refer to <https://www.sam.gov/portal/SAM/###11>. Each Party to this Agreement shall provide the following information in the operating plan.
  - Agency name and billing address
  - Financial Contact (name, phone, email)
  - Agency DUNS

4. **Billing Content:** The following items will be included as a minimum for each bill, noting that a resource order is not always required or available in order for a bill to be valid. Provide as a minimum on each invoice/bill:

- Agency name, address, phone number, and agency financial contact
- Invoice or bill number
- Agreement number
- Incident name and number
- Dates of the incident covered by the billing
- Location and jurisdictional unit
- Appropriate Firecode or charge code
- Summary cost data for the amount being billed

Summary data may include but is not limited to, a list of personnel, travel, and equipment expenses; and a listing by vendor name and amount spent for supplies and services procured. Generally, cost source documents will not be required unless summary cost data is disputed, there is a Fire Management Assistance Grant, or unless specific agency regulations require cost source documents.

At times, supplemental information, summary data or additional billing documentation may be requested and provided if agreed upon by the Parties. The process for handling such requests should be documented in the Operating Plan.

5. **Payment Due:** 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 outlined in the operating plan.
6. **Services Received and Certification of Billings:** Reimbursing agencies must provide written notice of incorrect invoices to billing agencies within the timeframes specified in the operating plan.
7. **Financial Dispute Resolution:** If a conflict arises between the agency's payment processes, the terms of the billing document, or the costs associated with the billing document, the Parties should attempt to resolve the differences. If the differences cannot be resolved after consultation between the Parties, the Parties follow their dispute resolution processes.
8. **Review Procedures:** The Parties agree to jointly conduct a review, sampling transactions of the incidents managed under this Agreement. 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 considered on a case by case basis and appropriate follow up action agreed upon by all agencies involved.

## **II. Payment for Protection Services (use if appropriate)**

Sub-Geographic operating plans and procurement documents or agreement will establish billing procedures for Fee Basis Protection Services.

## **III. Non-Suppression Billings**

All non-suppression costs shall be billed and paid in accordance with the terms and conditions of the Supplemental Project Agreement, separate agreement, procurement, or other appropriate written document, executed by the authorized signatories of the involved Parties within their legal authorities.

## **IV. Accounting Records**

Agencies signatory or tiered to the agreement must maintain records incident by incident which adequately identify the source and use of funds. These records must contain information pertaining to expense related to each incident, unobligated balances, liabilities outlays or expenditures, and income. Such documents must be made available to the Agencies signatory or tiered to the agreement upon request.

## **V. Internal Control**

Effective control and accountability must be maintained for all federal funds, real and personal property, and other assets. Agencies signatory or tiered to the agreement must keep effective internal controls to ensure that all federal funds received are separately and properly allocated to each incident and used solely for authorized purposes.

## VI. Reimbursable Costs

Documented costs incurred as the result of an incident are reimbursable. All costs must be reasonable, allowable, and allocable. Costs must be consistently treated as either direct costs or indirect costs. Consistent treatment of costs is a basic cost accounting principle and is specifically required to assure that the same types of costs are not charged as both direct costs and indirect costs. Every effort should be made to classify costs incurred for the same purpose, in like circumstances, consistently as either direct or indirect.

**Direct Costs:** Direct costs are those items of expense specifically identified with the delivery or completion of a project or program. General examples include, but are not limited to, personnel costs (salary and fringe benefits), equipment costs, travel, materials, supplies, and contracts.

For the purposes of this Agreement, these may include, but are not limited to the following:

- Actual costs directly incurred for “move-up and cover” or “backfill” resources.
- Agency costs of individuals assigned to the incident or project for salary, benefits, and overtime including premium pay if and when it is earned according to the policies, laws, and rules governing the employees of the Supporting Agency.
- Agency costs for transportation including, but not limited to, airline fees, vehicle rental fees, fuel and oil, and agency established mileage fees.
- Agency costs for per diem and lodging of resources assigned to the incident when such services are not supplied by the incident.
- Additional support dispatching, warehousing or transportation services supporting a resource order or project.
- Operating expenses for equipment assigned to the incident, such as fuel, oil, and equipment repairs.
- Cost of reasonable and prudent supplies expended in support of the incident or project.
- Usage cost of equipment in support of the incident or project, contract equipment costs and operating costs for agency equipment.
- Aircraft, airport fees, retardant costs and retardant and other fire chemical costs.
- Agency-owned equipment lost, or damaged, by the Supporting Agency when accompanied by the appropriate agency source documentation to include insurance deductible paid.
- Charges from the state for state controlled resources such as inmate crews, National Guard resources and county and local resources.
- Agency-owned equipment and supplies lost, damaged, or expended by the Supporting Agency.
- 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 fire team within the limits of their delegated authority or identified in the current NWCG Standards for Interagency Incident Business Management (SIIBM).

**Indirect Costs:** Indirect costs are those items of expense incurred as part of general management and administrative support of an organization. These costs are not attributable to a specific project, program or output, but are distributed among many benefiting activities. Often they are proposed as a percentage of direct project costs and are referred to as administrative costs, overhead, or burden. Examples may include office space, computer equipment, postage, utilities, salaries for administrative activities such as procurement, personnel, accounting, and so forth.

Indirect cost rates may vary for each agency. Application of indirect cost rates will be addressed within the Operating Plan (Exhibit C).

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

1. If the payment recipient has never received or does not currently have a negotiated indirect cost rate, they are eligible for a de minimis 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.

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.

The payment recipient must 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.

## **VII. Source Documentation**

Accounting records for each incident must be supported by source documentation such as cancelled checks, paid bills, time and attendance records, contract or sub-award documents, etc. Such documents must be made available to the Agencies signatory or tiered to the agreement upon request.



## Exhibit E. Cost Share Agreement Guidelines

Supplemental cost share agreements will be numbered consecutively following the original (#1) for each fire. Supplements may be added at any time. Where insufficient room is available for necessary information, additional sheets or addendums may be added. Small revisions to this Agreement may be completed on a single page describing the change to the original agreement and obtaining new signatures from those involved.

A Master Cooperative Wildland Fire Management and Stafford Act Response Agreement exists between all major wildland fire protection agencies in the state of Wyoming. This Agreement authorizes general mutual aid, including reciprocal and cooperative fire protection services elaborated upon in geographic, statewide, or sub-geographic area operating plans. Other cooperative agreements exist between fire management agencies that authorize fire management services between agencies at the sub-geographic level. The objective of the Cost Share Agreement is to establish and document the cost sharing and basic organizational structure in response to specific fires.

Cost Share Agreements will be negotiated between agencies involved in specific on-the-ground fire suppression activities. These agreements are recommended when outside of mutual aid response when more than one jurisdictional responsibility for fire protection is affected by the placement of the fire. If beyond the mutual aid period and a cost share agreement is not done, it is recommended that agencies document why a cost share was not used. The Agreement will not affix liability for fire cost payment by either Agency based upon responsibility for the fire origin. The designated representatives of each Agency with protection responsibility are responsible for completing and signing the Agreement.

The following should be considered when developing a cost share agreement:

1. List the fire name agreed upon by Parties involved.
2. Give the origin or best estimate of origin location by legal description.
3. Estimate the size at the time of the Supplemental Agreement.
4. List the Parties involved in fire suppression operations and respective agency fire numbers.
5. List the date and time that the Agreement is in effect. That time could be prior to or following the time that negotiations are made for the Agreement.
6. Check the appropriate command structure for the fire.
7. List the appropriate personnel filling ICS positions on the fire.
8. List any special conditions or resource objectives, e.g., dozer restrictions, mechanized restrictions, bald eagle nest, high value plantation. Operational responsibility for the fire will be defined in this section (if appropriate). Respond to this item only if Agency forces have specific segments of the fire. This information will not determine cost responsibility, unless otherwise specified. Examples are: Divisions A and B; all structural protection areas; specific campground.
9. List the Agency having legal responsibility for structural protection, and any pertinent control information or contacts.
10. List operation conditions or directions pertaining specifically to: air operations, base camp and food service, and fire investigation.
11. List any specific conditions relative to this Agreement, such as: dispatch procedures, one Agency representing another, notifications, incident information, coordinated intelligence, etc.
12. Fire suppression costs shall be determined from the information supplied in this item. There are several ways to determine the best cost share mix. A, B, and C are typically used on smaller, less complex incidents on lands with similar values and uses; D and E on larger, more complex incidents, such as those with both WUI and wildlands:
  - A. Each Agency pays for its own resources – fire suppression efforts are primarily on jurisdictional responsibility lands.

- B. Each Agency pays for its own resources – services rendered approximate the percentage of jurisdictional responsibility, but not necessarily performed on those lands.
- C. Cost share by percentage of ownership or Agency jurisdictional responsibility.
- D. Cost is apportioned by geographic division or by percent of effort. Examples of geographic divisions are: Divisions A and B (using a map as an attachment); privately owned property with structures; or specific locations such as campgrounds.
- E. Reconciliation of daily costs (for larger, multi-day incidents). This method relies upon daily agreed to costs, using Incident Action Plans or other means to determine multi-Agency contributions. Reimbursements must be followed up by a final bill. The following are not reimbursable:
  - Responsibility for tort claims or compensation for injury costs.
  - Non-suppression rehabilitation costs are the responsibility of the Jurisdictional Agency.
  - Non-expendable property purchases will be the responsibility of the Agency making the purchase.
  - Support costs (i.e. office dispatchers, warehouse workers, etc.), unless they are charging to an emergency code assigned to the incident.

The cost centers that should be considered in this Agreement include the following:

- Fireline Resources: Dozers, engines, fallers, transports, water tenders, hand crews, line overhead.
  - Fire Camp Operations and Support: Overhead, buses, camp crews, communications, food, refrigerator units, showers, toilets, water trucks, cache supplies, rescue/med, camp facility.
  - Air Support: Helicopters, (with support) air tankers.
  - Cost apportionment by period (i.e., state mobilization or conflagration, Fire Management Assistance Grant declaration, additional jurisdictional involvement).
13. Signatures of authorized personnel. List any attachments to the Agreement. Give the date of the last revision or former Supplemental Agreement for the same fire.

### Exhibit F. Cost Share Agreement

The purpose of this agreement is to provide for a coordinated cooperative fire suppression operation on this fire and to describe the cost divisions. This agreement is a supplement to the Master Cooperative Wildland Fire Management and Stafford Act Response Agreement executed between the Agencies listed, on (date).

1. Fire Name: \_\_\_\_\_ Origin Date \_\_\_\_\_ Time \_\_\_\_\_  
 2. Origin: Township \_\_\_\_\_ Range \_\_\_\_\_ Section \_\_\_\_\_

3. Estimated Size \_\_\_\_\_ Acres at the time of this agreement.

4. Agency \_\_\_\_\_ Fire # \_\_\_\_\_ Accounting Code \_\_\_\_\_  
 Agency \_\_\_\_\_ Fire # \_\_\_\_\_ Accounting Code \_\_\_\_\_  
 Agency \_\_\_\_\_ Fire # \_\_\_\_\_ Accounting Code \_\_\_\_\_  
 Agency \_\_\_\_\_ Fire # \_\_\_\_\_ Accounting Code \_\_\_\_\_  
 Agency \_\_\_\_\_ Fire # \_\_\_\_\_ Accounting Code \_\_\_\_\_

5. This agreement becomes effective on: \_\_\_\_\_ at \_\_\_\_\_  
 \_\_\_\_\_ and remains in effect until amended or terminated.

6. Overall direction of this incident will be by ( ) Unified Command, or by ( ) Single Command structure. Identify below personnel filling the following positions:

Position	Name(s)	Agency
Incident Commander	_____	_____
Agency Administrator Representative	_____	_____
Liaison	_____	_____
Finance	_____	_____
Operations	_____	_____

7. Suppression action will be subject to the following special conditions and land management considerations: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

8. Geographic responsibility (if appropriate) by Agency is defined as follows:  
 Agency \_\_\_\_\_ Geographic Responsibility \_\_\_\_\_  
 Agency \_\_\_\_\_ Geographic Responsibility \_\_\_\_\_  
 Agency \_\_\_\_\_ Geographic Responsibility \_\_\_\_\_  
 Agency \_\_\_\_\_ Geographic Responsibility \_\_\_\_\_

9. The Agency responsible for structural protection (see sub-geographic Operating Plan) will be: \_\_\_\_\_  
 \_\_\_\_\_

10. Special operational conditions agreed to (include as appropriate Air operations, base camp, food

service, fire investigation, security, etc.) List cost share information in Item #11: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

11. Fire Suppression COSTS will be divided between Agencies as described:

Cost Categories:	Agency:	Agency:	Agency:

12. Other recommended conditions relative to this agreement (notifications, incident information, etc.):

- Costs incurred by cooperators not engaged with the host agency or Incident Management Team (IMT) in the fire suppression activities will not be included as a part of this cost share agreement.
- Responsibility for tort claim costs will not be a part of this agreement. Responsibility for these costs will be determined outside this agreement.
- Agency specific costs will not be shared.
- Costs for accountable, sensitive, and durable property purchased by each agency will be charged directly to that agency and will not be shared.
- Non-suppression rehabilitation costs are the responsibility of the jurisdictional agency and will not be shared.
- Each agency will bill for their costs as outlined in the XX Cooperative Fire Management Agreement billing procedures.
- The cost of Agency Administrators, Agency Administrator trainees, and other agency representatives will be the responsibility of their respective jurisdictional agencies. Those cost will not be shared.
- \_\_\_\_\_
- \_\_\_\_\_

13.

_____	_____	_____	_____
Agency	Agency	Agency	Agency
_____	_____	_____	_____
Signature	Signature	Signature	Signature
_____	_____	_____	_____
Title/Date	Title/Date	Title/Date	Title/Date

List of Attachments (if any): \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

## **Exhibit G. Supplemental Fire Department Resources Template**

These provisions apply only to Supplemental Fire Department Resources, and not to regular fire department personnel. Supplemental Fire Department Resources are defined as overhead tied to a local fire department generally by agreement who are mobilized primarily for response to incidents/wildland fires outside of the district or mutual aid zone. They are not a permanent part of the local fire organization and are not required to attend scheduled training, meetings, etc. of the department staff.

When mobilizing Supplemental Fire Department Resources outside of the fire district or mutual aid zone the following will apply.

### **Mobilization**

Mobilization will follow established ordering procedures as identified in the National, Geographic, and Local Mobilization Guides. Resources will be mobilized from the Host Dispatch Zone in which the department is located. Personnel will be provided a copy of the resource order request after confirmation of availability and prior to departure from their home jurisdiction. Resource orders shall clearly indicate incident assignment, incident location, expected incident arrival time, and any additional special needs or equipment authorizations, e.g. cell phones, laptops, rental vehicles, etc.

### **Reimbursable Costs**

Reimbursable costs for personnel include compensation rates for hours worked, benefits, transportation, and per diem. It is the intent of this provision that the Supplemental Fire Department Resource be paid a regular compensation rate for all hours worked plus an overtime compensation rate for actual overtime hours worked, including travel. Reimbursable costs shall not include portal to portal pay or the portion of benefits personally paid by the employee. Travel and per diem reimbursements will be based on the Federal Travel Regulations.

Any costs for backfill personnel are not reimbursable for personnel hired as Supplemental Fire Department Resources.

An indirect cost allowance up to ten percent of the direct salary and wage cost of providing the service (excluding overtime, shift premiums, and fringe benefits) is allowed.

### **Personnel**

All personnel will possess an active Incident Qualification System (IQS) or equivalent incident qualification documentation commensurate with all applicable NWCG 310-1 standards for training and qualifications. Personnel will be qualified for their assigned positions. XXFD is responsible for annually certifying and maintaining the qualifications of their Supplemental Fire Department Resources. XXFD will bear the cost of training for their Supplemental Fire Department Resources.

Any personnel to be mobilized under this Exhibit will be listed in the Operating Plan by name, position(s), and identified as SR. While on assignment, these individuals are XXFD employees and the XXFD will be reimbursed for their actual costs.

### **Rate Determination**

The basis for the computation of base hourly rate is the classification level of the position filled according to the attached matrix. Base hourly rate shall be no more than step 5 of the appropriate GS wage adjusted for locality pay at the location of the fire district. These rates can be found on the Office of Personnel Management (OPM) website <https://www.opm.gov>, Salaries and Wages. Personnel are hired at the rate of the position being filled, not their highest qualification.

The hourly compensation rates identified in the Operating Plan are computed as follows:

1) Regular Compensation Rate: The rates listed include base hourly rate determined above plus employee benefits. Employee benefits include those costs actually incurred by the XXFD for the employment of these individuals, such as employer liability, workers compensation, employer share of social security, etc.

2) Overtime Compensation Rate: Overtime compensation rates are paid based on a 7 day work week beginning on day one of mobilization. Compensation rates are paid at time and a half of the base hourly rate for all hours worked in excess of 8 hours per day for the first 5 days and full time and one half for all hours worked during the remainder of the work week. Compensation includes travel time.

3) Hazard Pay Rate – Hazard pay differential may be paid to those employees performing work that meets the definition of hazardous duty as defined in the IIBMH. Compensation rates are paid at 25 percent of the base rate when performing duties that meet the definition of hazardous duties. All hazard pay differential is based on a 24-hour day from 0001-2400 and shall be paid for all hours in pay status during the calendar day in which the hazardous duty is performed.

**Days off at Incident**

Days off at the incident will be paid for 8 hours. Work/rest guidelines will be followed, and mandatory days off will follow current guidelines (IIBMH) Once travel to the home unit commences, days off will not be paid.

**Transportation and Per Diem**

Per Diem reimbursements will be based on the Federal Travel Regulations. The payment rate for POVs and rental vehicles used to support Supplemental Fire Department Resources shall be at the current Federal Travel Regulation rate.

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Signature and Date

*(Agency Administrator)*

*(Federal Agency)*

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Signature and Date

*(Fire Chief)*

*(Local Fire Protection District Or appropriate Official at State Level)*

Attachment to Exhibit G. Supplemental Fire Department Resource – Classification Matrix

OPM GENERAL SCHEDULE	AREA COMMAND	COMMAND	OPERATIONS	AIR OPS	PLANS	LOGISTICS	FINANCE	SUPPORT
GS-2						RADO		
GS-3			FFT2	ABRO	DPRO	SECG		EDRC
GS-4			FALA FFT1	HECM		EQPI		
GS-5		ICT5	ENOP		SCKN	BCMG EQPM INCM ORDM RCDM SECM	CLMS EQTR INJR PTRC	
GS-6		ICT4	CRWB DOZB ENGB	AOBS DECK HELB	DOCL FOBS TNSP	COMT		EDSD



OPM GENERAL SCHEDULE	AREA COMMAND	COMMAND	OPERATIONS	AIR OPS	PLANS	LOGISTICS	FINANCE	SUPPORT
GS-6 (continued)			FALB	RAMP				
			FELB					
			STAM					
			TRPB					
			WHSP					
GS-7		IOF3		HELM	GISS	EMTB		
				SEMG		EMTI		
GS-8		SOF3	DOZ1	ATBM	DMOB	COML	COMP	EDSP
			TFLD	HEB2	HRSP	FACL	COST	IADP
			STCR		RESL	FDUL	TIME	
			STDZ		SITL	GSUL		
			STEN			MEDL		
			STLM			SPUL		
			STPL			CTSP		
GS-9			FALC	HLCO			PROC	
				HEB1				

OPM GENERAL SCHEDULE	AREA COMMAND	COMMAND	OPERATIONS	AIR OPS	PLANS	LOGISTICS	FINANCE	SUPPORT
GS-9				SECO				
GS-10		ICT3	DIVS	ASGS	FBAN	EMTP		CORD
			STPS	ATGS	LTAN			INTL
								PETM
GS-11		ICT2	OPBD	AOBD	PSC2	LSC2	FSC2	ARCH
		THSP – Deputy ICT2	OSC2			SVBD		IBA2
		PIO2				SUBD		MCCO
		LOFR						PETL
		SOF2						
GS-12	ACAC	PIO1	OSC1		PSC1	LSC1	FSC1	IBA1
	ACPC	SOF1						
	ACLC							
GS-13	ACDR	ICT1						
		THSP – Deputy ICT1						

## Exhibit H. Use and Reimbursement for Shared Resources in Stafford Act Response Actions

1. **Stafford Act Declarations:** Transfers performed for this Agreement are under the Disaster Relief Act, 42 U.S.C. § 5147. This Agreement is automatically incorporated by reference into any Resource Order that is issued under it, constituting a binding obligation. The billings, inclusive of copies of this Agreement, the Mission Assignment and subsequent Resource Order(s), and expenditure documentation, will define the specific services, supplied goods and costs (by sub-object class code) for each order, and subsequent obligation and payment.  
Reimbursement payments for Stafford Act Response activities will be accomplished by submission of billings to the ESF primary agency (i.e., the agency which issued the Mission Assignment or sub-tasking). The ESF primary agency will review, approve the documentation, and return to the sub-tasked agency with referencing documentation to process the billing. Each sub-tasked agency is responsible for submitting its own billing documentation to the ESF primary agency for reimbursement.
2. **Federal Reimbursable Assistance:** Federal Reimbursable Assistance resources must be requested by the ESF primary agency or supplied through established dispatch systems and must be recorded by the Mission Assignment and subsequent Resource Order process. Resources not documented in this manner are not reimbursable. Funds to cover eligible expenses will be provided through and limited by the amount of reimbursement approved and provided from FEMA. Expenditures eligible for reimbursement for Federal Agencies in accordance with 44 CFR 206, subpart A, section 206.8 paragraph c include:
  - A. Overtime, travel and per diem of permanent Federal Agency personnel.
  - B. Wages, travel and per diem of temporary Federal Agency personnel assigned solely to performance of services directed by the (FEMA) Associate Administrator or the (FEMA) Regional Administrator in the emergency or major disaster.
  - C. Cost of work, services, and materials procured under contract for the purposes of providing assistance directed by the (FEMA) Associate Administrator or the Regional Administrator.
  - D. Cost of materials, equipment, and supplies (including transportation, repair and maintenance) from regular stocks used in providing directed assistance.
  - E. All costs incurred which are paid from trust, revolving, or other funds and whose reimbursement is required by law.
  - F. Other costs submitted by an agency with written justification or otherwise agreed to in writing by the (FEMA) Associate Administrator or the (FEMA) Regional Administrator and the agency.
3. **State/Tribe Reimbursement Process:** State/Tribe Reimbursement refers to those resources that are to be reimbursed by the ESF primary agency. State/Tribe Reimbursement resources must be requested by the ESF primary agency or supplied through established dispatch systems and must be recorded by the Mission Assignment and subsequent Resource Order process. Resources not documented in this manner are not reimbursable. Funds to cover eligible expenses will be provided through and limited by reimbursement from FEMA. Expenditures eligible for reimbursement include:
  - A. Wages, overtime, travel and per diem of State/Tribal personnel.

- B. Wages, travel and per diem of temporary State/Tribal personnel assigned solely to performance of services directed by the (FEMA) Associate Administrator or the (FEMA) Regional Administrator in the major disaster.
- C. Cost of work, services, and materials procured under contract for the purposes of providing assistance directed by the (FEMA) Associate Administrator or the Regional Administrator.
- D. Cost of materials, equipment, and supplies (including transportation, repair and maintenance) from regular stocks used in providing directed assistance.
- E. All costs incurred which are paid from trust, revolving, or other funds and whose reimbursement is required by law.
- F. Other costs submitted by an agency with written justification or otherwise agreed to in writing by the (FEMA) Associate Administrator or the (FEMA) Regional Administrator and the agency.

Note: In order to meet FEMA's policies regarding mission assignments and timely billing, all State and local resources dispatched to a FEMA incident under a valid cooperative/interagency agreement with a state, local agency or a tribe must submit invoices for reimbursement to the appropriate Federal Agency no later than 90 days after demobilization of the incident. Any invoices not submitted within this timeframe are subject to non-payment. Extensions beyond 90 days for invoice submittal must be presented in writing to the reimbursing agency. Operating Plans will include contact information for written requests for extensions. Absent a written extension of time granted by the reimbursing agency, the final itemized bill must be submitted to the reimbursing agency within 90 days of the demobilization of the incident.

- 4. **Duration of Assignments:** Consideration must be given to the health and safety of personnel when assigned to incidents. Parties agree that Incident Commanders will release resources to their primary responsibilities as soon as priorities allow. Incident Commanders shall also adhere to rest and rotation policies of respective responding agencies. Mobilization activities shall be accomplished utilizing established dispatch coordination concepts per the current National Interagency Mobilization Guide.
- 5. **Procurement:** The (*State/Tribe*) derives its procurement authority from its inherent powers and its own laws, and is therefore not subject to federal procurement laws. Whenever the (*State/Tribe*) is responsible for the management of an incident (including an incident within the Direct Protection Area of a Federal Agency), the (*State/Tribe*) will comply with (*State/Tribe*) laws and regulations covering procurement. Procurement costs by one Party in support of another that are reasonable and prudent may be charged back to the Protecting Agency. All property procured under a Mission Assignment becomes the property of FEMA.
- 6. **Loaned Equipment:** Equipment loaned by one Party to another shall become the responsibility of the borrower, and shall be returned in the same condition as when received, reasonable wear and tear excepted. The borrower will repair or reimburse for damages in excess of normal wear and tear and will replace or reimburse items lost or destroyed.
- 7. **Billing Procedures**

- D. Incident Billings:

When (*State/Tribe*) is the Supporting Agency operating under a Mission Assignment or sub-tasking from the ESF Primary Agency and the incident is within the (*State/Tribal lands*), the (*State/Tribe*) will bill the ESF Primary Agency. When the (*State/Tribe*) is the Supporting

Agency and the incident is outside the (State/Tribe)'s jurisdiction, the (State/Tribe) will bill the ESF Primary Agency.

- E. Agencies will share their respective individual incident Resource Order numbers for cross referencing purposes, if requested.
- F. Billing Estimates/Timeframes: On incidents where costs are incurred pursuant to Operating Plans, the billing Party shall submit a bill or estimate for reimbursement as soon as possible, but not later than 90 days after the incident is controlled.
- G. Extensions beyond 90 days for invoice submittal must be presented in writing to the reimbursing agency.
- H. Operating Plans will include contact information for written requests for extensions. Absent a written extension of time granted by the reimbursing agency, the final itemized bill must be submitted to the reimbursing agency within 90 days of the Stafford Act Response. For obligation purposes, the Federal Agencies will submit unpaid obligational figures to the (State/Tribe) by (to be determined by individual State/Tribe fiscal year). The (State/Tribe) will submit unpaid obligational figures to the appropriate Federal Agency by September 1 for the previous federal fiscal year. All obligations will be submitted by incident name, date, Mission Assignment number (MA), and federal job code.
- I. Billing Content: Bills will be identified by incident name, date, MA, location, jurisdictional unit, and supported by documentation to include but not limited to: separate invoice by MA; list of personnel expenses including base, overtime, and travel; and supplies/services procured by vendor name and dollar amount. Billings for (State/Tribe) incident assistance may include administrative overhead, not to exceed the applicable (State/Tribe) indirect cost rate.

Billing Addresses:

All bills for services provided to the (State/Tribe) will be mailed to the following address for payment:


All bills for services provided to the Forest Service and all Federal and State units who are not Parties to this Agreement will be mailed to the following address:


All bills for services provided to the Department of the Interior/BLM will be mailed to:


All bills for services provided to the Department of the Interior/NPS will be mailed to:


All bills for services provided to the Department of the Interior/BIA will be mailed to:


All bills for services provided to the Department of the Interior/Fish and Wildlife Service will be mailed to:


- 8. Payment Due Dates:** All bills will have a payment due date 60 days after the date of issuance. If payment cannot be made before the 60 days expire, then a 30-day extension, with oral or written justification, may be requested.
- 9. Disputed Billings:** Written notice that a bill is contested will be mailed to the billing agency within 60 days of issuance of the final bill, and will fully explain the area of dispute. Contested items will be resolved not later than 60 days following receipt of written notice. The uncontested portion of the bill will be paid and a new bill will be issued for the contested amount.
- 10. Payments:** Payments will refer to the bill number and incident name and will be sent to the appropriate billing address.

# Exhibit I. Supplemental Fire Project Agreement

Federal Agency Project Agreement No. (a) \_\_\_\_\_  
Cooperator Project Agreement No. (b) \_\_\_\_\_

## SUPPLEMENTAL FIRE PROJECT AGREEMENT

**Between**

(c)

**And**

(d)

This Supplemental Fire Project Agreement (Agreement) is hereby made and entered into by and between (e) \_\_\_\_\_, hereinafter referred to as “the Cooperator,” and (f) \_\_\_\_\_, hereinafter referred to as the Federal Agency under the Reciprocal Fire Protection Act of May 27, 1955, (69 Stat. 66; 42 U.S.C. 1856a) and under the provisions of the Master Cooperative Wildland Fire Management and Stafford Act Response Agreement No. (g) \_\_\_\_\_, executed between the Parties.

Project Title: (h)

### **I. BACKGROUND**

As referenced above, the Parties (directly or through their respective agencies) entered into a Master Cooperative Wildland Fire Management and Stafford Act Response Agreement (Master Agreement). The Master Agreement allows for the Parties to cooperatively conduct projects or share resources for fire protection and prevention, which includes such activities as prescribed fire/fuels management, preparedness, fire analysis/planning, rehabilitation, training, public affairs, and other beneficial efforts in support of interagency fire management.

### **II. PURPOSE:**

The purpose of this Agreement is to document the Parties’ contributions and cooperation regarding (i) \_\_\_\_\_. This project is further described in the hereby incorporated Financial and Project Plan, attached as Exhibit (j) \_\_\_\_\_.

### **III. THE COOPERATOR SHALL:**

- A. Perform in accordance with the terms of this Agreement and with the Financial and Project Plan, Exhibit (j) \_\_\_\_\_.
- B. Bill the Federal Agency for actual costs incurred, not to exceed (k)\$ \_\_\_\_\_, as agreed to in the attached Financial Plan.
- C. Upon presentation of a Bill for Collection, reimburse the Federal Agency for actual costs incurred, not to exceed (l)\$ \_\_\_\_\_, as agreed to in the attached Financial Plan.

### **IV. THE FEDERAL AGENCY SHALL:**

- A. Perform in accordance with the terms of this Agreement and with the attached Financial and Project Plan, Exhibit (j) \_\_\_\_\_.



B. PAYMENT/REIMBURSEMENT. The Federal Agency shall reimburse the Cooperator for the Federal Agency's share of actual expenses incurred, not to exceed (k)\$ \_\_\_\_\_, as shown in the attached Financial Plan. The Federal Agency shall make payment upon receipt of the Cooperator's (m) \_\_\_\_\_ invoice. Each invoice from the Cooperator must display the total project costs for the billing period.

Each invoice must include, at a minimum:

1. Cooperator's name, address, and telephone number
2. Federal Agency project Agreement number
3. Invoice date
4. Performance dates of the work completed (start and end)
5. Total invoice amount for the billing period

The invoice must be forwarded to: (n)

Send a copy to: (o)

C. REIMBURSABLE BILLING. The Federal Agency shall bill the Cooperator (m) \_\_\_\_\_ for funds sufficient to cover the costs for the specific payment period, not to exceed (l)\$ \_\_\_\_\_ as shown in the attached Financial Plan. All reimbursement billings must be completed within the same fiscal year as Federal Agency expenditures. Overhead is assessed at the rate of (p) \_\_\_\_\_ percent.

Billings must be sent to: (q)

The Federal Agency is required to issue bills for expenditures incurred under reimbursable agreements at the end of or prior to the end of each federal fiscal year. Therefore, an out-of-cycle bill may be received by the Cooperator.

If payment is not received to the satisfaction of the Federal Agency by the date specified on the bill, the Federal Agency shall exercise its rights regarding the collection of debts owed to the United States.

D. (r) SPECIAL BILLING REQUIREMENTS – FINANCIAL DOCUMENTATION. Reimbursable billings shall be issued at the prescribed frequency based on expenditures recorded in the U.S. Forest Service accounting system for work performed. Bills for Collection reflect an aggregate amount for the billing period. U.S. Forest Service Transaction Register listing itemized expenses will be provided upon request at the end of a project or annually for long-term agreements. Provision of the Transaction Register or other supporting documentation accompanying individual bills will be limited to agreements over \$2,500, and only when cooperator requirements are clearly defined within this clause.

The special billing requirements are: (s)

E. (t)SPECIAL BILLING REQUIREMENTS – PROGRAM DOCUMENTATION. The U.S. Forest Service Program Manager shall provide the Cooperator with a written report that meets the Cooperator's specific documentation requirements.

**V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:**

A. (u)PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this Agreement.

(v)Principal Cooperator Contacts:

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Name:	Name:
Address:	Address:
City, State, Zip:	City, State, Zip:
Telephone:	Telephone:
FAX:	FAX:
Email:	Email:

**(w)Principal Federal Agency Contacts:**

<b>Federal Agency Program Manager Contact</b>	<b>Federal Agency Administrative Contact</b>
Name:	Name:
Address:	Address:
City, State, Zip:	City, State, Zip:
Telephone:	Telephone:
FAX:	FAX:
Email:	Email:

- B. LIABILITY. As set forth under the provisions of the Master Agreement.
- C. (x)Mutually agree to the Burn Plan as incorporated in this Agreement, and to any agreed upon revision thereof. If the revision to the Burn Plan does not materially affect the purpose and/or terms of the Agreement, but rather only revises the implementation of the project, then a modification to this Agreement is not necessary. The most recent revision of the Burn Plan will automatically be incorporated into this Agreement and a copy will be provided to the Principal Contacts listed above.
- D. In the event of a conflict between the provisions of this Agreement and the Master Agreement, the Master Agreement shall take precedence.
- E. (y) PURCHASE OF ASSETS. Any assets (such as equipment, property, or improvements) purchased by the Federal Agency with the Cooperator's contributions shall become the property of the Federal Agency, unless otherwise documented via separate authority and instrument.
- F. (z)PROPERTY IMPROVEMENTS. Improvements placed on federal land at the direction, or with the approval of, the Federal Agency becomes property of the United States. These improvements are subject to the same regulations and administration of the Federal Agency as would other agency improvements. No part of this Agreement entitles the Cooperator to any interest in the improvements, other than the right to use them under applicable Federal Agency Regulations.
- G. PARTICIPATION IN SIMILAR ACTIVITIES. This Agreement in no way restricts the Parties from participating in similar activities with other public or private agencies, organizations, and individuals.
- H. ENDORSEMENT. Either Party's contributions made under this Agreement do not by direct reference or implication convey endorsement of each other's products or activities.



## INSTRUCTIONS for Supplemental Project Agreement

All provisions in this instrument are mandatory, unless otherwise excepted. This project agreement may only be used between a Federal Agency and a cooperating state, local, tribal gov't (or subdivision thereof) under a Master Cooperative Wildland Fire Management and Stafford Act Response Agreement.

(Master Agreement) = Referring to approved (2007 or newer) national agreement template used by/between federal wildland fire agencies and State/Tribal gov't.

- a) Federal Agency Project Agreement No. For example, Forest Service uses the following format: FY-FP-11RRUUS-XXX.
- b) Cooperator Project Agreement No. Insert Cooperator project agreement number, if applicable.
- c) Insert name of Cooperator (state, local, tribal, or subdivision thereof).
- d) Insert name of Federal Agency, including applicable Region, Office, or Unit.
- e) Insert Cooperator name as cited above.
- f) Insert Federal Agency name as cited above.
- g) Insert corresponding Federal Agency Agreement # as identified on the Master Coop Agreement.
- h) Insert project title.
- i) Enter brief project description.
- j) Insert alpha or numeric reference to the Exhibit added that provides a Financial and Project Plan. Note: The Project Plan may include tasks/projects defined in the Operating Plan (as referenced in the Background section), or it may be a Burn Plan, if applicable.
- k) Insert amount. If the Federal Agency is not obligating funds for reimbursement to the Cooperator, then delete this provision.
- l) Insert amount. If the Federal Agency is not collecting funds from the Cooperator, then delete this provision.
- m) Select and insert the appropriate billing cycle: monthly, quarterly, semi-annual, or annual. Note: quarterly dates (December 31, March 31, June 30, and September 30), semi-annually (March 31, and September 30) or annually (September 30 or earlier).
- n) Insert Federal Agency name as cited above and billing address. (For Forest Service, use Albuquerque Service Center, Payments – Grants & Agreements, 101B Sun Ave NE, Albuquerque, NM 87109, FAX: 877-687-4894)
- o) Insert other contact name and address, if applicable, otherwise delete.
- p) Insert the Federal Agency burden/overhead rate. Enter 'shall not be assessed' if burden is not applicable.
- q) Enter Cooperator's name, name of point of contact, and mailing address to which billing documents should be sent.
- r) If the Federal Agency is not the Forest Service or if the Forest Service is not collecting funds, delete this provision.

Optional, if the Cooperator requires financial documentation with each bill. This provision alerts ASC-RACA that the Forest Service shall provide transaction registers with any billing to the Cooperator under this Agreement.

Also, Choose one of the following: with each bill, upon project completion, or annually

- s) Insert special billing requirements here, such as whether the billing requirements are either with each bill, upon project completion, or annually.
- t) If the Federal Agency is not the Forest Service or if the Forest Service is not collecting funds, delete this provision.

Optional provision if the Cooperator requires an accomplishment or program report with each BFC. This provision alerts ASC-RACA that the Forest Service must coordinate BFCs with the PM for submission to the Cooperator.

- u) May be changed to accommodate additional contacts.
- v) Insert ALL of the requested information below. If information is unavailable, then make a good-faith effort to obtain.
- w) Insert ALL of the requested information below. If information is unavailable, then make a good-faith effort to obtain.
- x) If a Burn Plan is not attached, remove this provision.
- y) If the Federal Agency is not collecting funds from Cooperator, delete this provision.
- z) Mandatory provision IF property improvements result from a project on federal lands.

Do not use this provision if improvements are owned by the Cooperator and covered under another instrument such as a Special Use Permit or license.

- aa) Insert a notification period that is no less than 30 days.
- bb) Insert the expiration date not greater than the expiration date of the Master Agreement.
- cc) Insert date of signature.
- dd) Insert name of signatory official for Cooperator.
- ee) Insert Cooperator signatory official's positional title.
- ff) Insert Cooperator's organizational name.
- gg) Insert date of signature.
- hh) Insert name of Federal Agency Signatory Official.
- ii) Insert Federal Agency signatory official's positional title.
- jj) Insert Federal Agency Region, Office, or Unit.
- kk) If the Federal Agency is not the Forest Service, this signature block may be deleted.
- ll) Insert date of signature.
- mm) Insert G&A Specialist's name.