2015

WILDLAND FIRE MANAGEMENT ANNUAL OPERATING PLAN

WYOMING STATE FORESTRY DIVISION, DISTRICT #4
(Lincoln, Sublette, Sweetwater, Teton, and Uinta Counties)

This Plan is between the USDI Bureau of Land Management (BLM), Wyoming State Forestry Division (WSFD), USDA Forest Service (USFS), USDI National Park Service (NPS), USDI Fish & Wildlife Service (USFWS), and

Lincoln Co. - South Lincoln County Fire District, Bear River Fire District, Upper Valley Fire District, Alpine Fire District, and Lincoln County.

Sublette Co. - Sublette County.

Sweetwater Co. - City of Rock Springs, Sweetwater County Fire District #1, Eden-Farson Fire District, Town of Granger, Town of Wamsutter, and Sweetwater County.

Teton Co. - Teton Village Special Fire District and Teton County.

Uinta Co. - Uinta County Fire Protection & Emergency Services Joint Powers Board and Uinta County.

PREAMBLE

This operating plan is prepared pursuant to the Wyoming Interagency Cooperative Fire Management Agreement, USDA Forest Service #11-FI-11020000-020, USDI Bureau of Land Management #BLM-MOU-WY-930-1202, USDI National Park Service #12491200001, USDI Bureau of Indian Affairs #A12MA00028 and the USDI Fish and Wildlife Service #14-48-FF06R03000-12-K001.

PURPOSE

This is a Sub-Geographic Area Annual Operating Plan (AOP) applicable to all signatory parties within Wyoming State Forestry Division District 4. It addresses issues affecting cooperation, interagency working relationships and protocols, financial arrangements, and joint activities.

RECITALS

National Response Framework 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:

1. The Entities agree to participate in the neighborhood dispatch system. The Entities give authority to the dispatch center to provide the services required in support of the appropriate center's charter and operating plan. For specifics, see the dispatch center plans.

2. For initial dispatch

Lincoln Co. - in the southern 2/3 of the county, fires on State, Private, BLM, NPS, and USFWS ownership will use Rawlins Interagency Dispatch Center as the dispatch contact. For fires on USFS ownership, Teton Interagency Dispatch Center will be used. In the northern 1/3 of the county (Star Valley), fires on all ownerships will use Teton Interagency Dispatch Center. On multi-jurisdictional fires and incidents with poor radio communications the Incident Commander, in coordination/agreement with the dispatch centers and appropriate Duty Officers, will determine which dispatch center will be used based on acceptable radio communications. All responding units will be informed on which dispatch center is being used along with assigned frequencies for the incident. The responsible Agencies dispatch center will be updated on the progress and any significant events when a different dispatch center is providing support to an incident.

Sublette Co. - for interagency fires within Sublette County, either Teton Interagency Dispatch Center or Rawlins Interagency Dispatch Center will be used as dispatch contact. Fires will be dispatched according to dispatch center boundaries. On multi-jurisdictional fires and incidents with poor radio communications the Incident Commander, in coordination/agreement with the dispatch centers and appropriate Duty Officers, will determine which dispatch center will be used based on acceptable radio communications. All responding units will be informed on which dispatch center is being used along with assigned frequencies for the incident. The responsible Agencies dispatch center will be updated on the progress and any significant events when a different dispatch center is providing support to an incident.

For the reporting and assigning of the appropriate fire numbers on interagency fires within Sublette County, dispatch center boundaries will be the determining factor as to which dispatch center is responsible to do so.

Sweetwater Co. - on State, Private, BLM High Desert District, and USFWS ownership fires, Rawlins Interagency Dispatch Center will be used for the dispatch contact, on Wind River Bighorn Basin District BLM ownership fires, Cody Interagency Dispatch Center will be used. For fires on USFS ownership, Uinta Basin Interagency Fire Center will be used. On multi-jurisdictional fires the Incident Commander(s), in conjunction with the interagency dispatch center managers, will determine which dispatch center to use.

Teton Co. - for all interagency fires within Teton County, Teton Interagency Dispatch Center will be used for the dispatch contact. Communication frequencies to be used for initial attack will be according to the jurisdictional authority of the incident.

Uinta Co. - on State, Private, and BLM ownership fires, Rawlins Interagency Dispatch Center will be used for the dispatch contact. For fires on USFS ownership, Northern Utah Dispatch Center

will be used. On multi-jurisdictional fires, the Incident Commander(s) in conjunction with the interagency dispatch center managers will determine which dispatch center to use.

Mobilization Process for State and County Resources:

When resources, statused in ROSS, are ordered from their local dispatch center for initial attack, it is their responsibility to notify their respective dispatch center of their assignment. It is also their responsibility to notify their respective dispatch center when they return home.

Standards:

FIREFIGHTER QUALIFICATIONS

Three levels of expertise are recognized.

1. Within jurisdiction the qualifications for local resources utilized for initial attack fire suppression will meet local standards.

2. Outside jurisdiction, on extended attack, all resources will meet NWCG 310-1 standards. Certification will be the responsibility of the sending entity.

3. All county and State Unit Leader positions and above will be NWCG 310-1 qualified. Certification is the responsibility of Wyoming State Forestry Division.

PREPAREDNESS

Protection Areas and Boundaries:

See: Lincoln Exhibit A, Sublette Exhibit A, Sweetwater Exhibit A, Teton Exhibit A, Uinta Exhibit A.

Methods of Fire Protection and Suppression:

Reciprocal Fire Protection Services (Mutual Aid)

Lincoln Co.

1. The entire county is considered as a reciprocal protection zone with the exception of Bureau of Reclamation (BOR) lands. Initial Attack will be reimbursable on all BOR lands within Lincoln County.

2. Due to the ownership pattern and the response time, within the reciprocal fire protection zone, each Entity, with the exception of WSFD's 24 hours, shall assume its own full cost of expenditures for a maximum of 8 hours in the Star Valley area (defined as north of Township 29 North) and 24 hours in the rest of the county following the initial report of the fire. Costs incurred after the reciprocal fire protection period ends will be reimbursed by the protecting Entity. The protecting Entity will be determined as soon as possible. All fires will be reported to the protecting Entity.

3. Reciprocal protection is not construed as an automatic dispatch. Therefore, priority

will be given to the release of a supporting Entity when it is mutually agreed upon by the initial attack IC that the fire situation is such that the protecting Entity's forces on the scene can adequately control the incident. Furthermore, within its capabilities, the protecting Entity will render support to the supporting Entity to include but not limited to food, water, and additional forces to expedite release of the supporting Entity in advance of the maximum reciprocal fire protection period.

4. Entities will notify the BOR Agency Administrator (as listed in Attachment 2) as soon as possible when Initial Attack is not sufficient to control a fire.

Sublette Co.

1. The entire county is considered as a reciprocal protection zone with the exception of Bureau of Reclamation (BOR) lands. Initial Attack will be reimbursable on all BOR lands within Sublette County.

2. Within the reciprocal fire protection zone, each Entity, with the exception of WSFD's 24 hours, shall assume its own full cost of expenditures for the first initial response operational period. Costs incurred after the first operational period will be reimbursed by the protecting Entity. An operational period begins at 0001 hours and terminates at 2400 hours. The protecting Entity will be determined as soon as possible and notified.

3. Reciprocal protection is not construed as an automatic dispatch for the operational period. Therefore, priority will be given to the release of a supporting Entity when it is mutually agreed upon by the initial attack IC that the fire situation is such that the protection Entity's forces on the scene can adequately control the incident. Furthermore, within its capabilities, the protecting Entity will render support to the supporting Entity to include but not limited to food, water, and additional forces to expedite release of the supporting Entity in advance of the maximum one operational period reciprocal fire protection.

4. Entities will notify the BOR Agency Administrator (as listed in Attachment 2) as soon as possible when Initial Attack is not sufficient to control a fire.

Sweetwater Co.

1. The entire county is considered as a reciprocal protection zone with the exception of Bureau of Reclamation (BOR) lands. Initial Attack will be reimbursable on all BOR lands within Sweetwater County.

2. Within the reciprocal fire protection zone, each Entity, with the exception of WSFD's 24 hours, shall assume its own full cost of expenditures for a maximum of 24 hours following the initial report of the fire to the jurisdictional Entity. Costs incurred after the reciprocal fire protection period ends will be reimbursed by the protecting Entity. The protecting Entity will be determined as soon as possible. All fires will be reported to the protecting Entity.

3. Reciprocal protection is not construed as an automatic 24 hour dispatch. Therefore, priority will be given to the release of a supporting Entity when it is mutually agreed upon by the initial attack IC that the fire situation is such that the protecting Entity's forces on the scene can adequately control the incident. Furthermore, within its capabilities, the

protecting Entity will render support to the supporting Entity to include but not limited to food, water, and additional forces to expedite release of the supporting Entity in advance of the maximum 24 hour reciprocal fire protection.

4. Entities will notify the BOR Agency Administrator (as listed in Attachment 2) as soon as possible when Initial Attack is not sufficient to control a fire.

Teton Co.

1. The entire county is considered as a reciprocal protection zone with the exception of Bureau of Reclamation (BOR) lands. Initial Attack will be reimbursable on all BOR lands within Teton County.

2. Within the reciprocal fire protection zone, each Entity, with the exception of WSFD's 24 hours, shall assume its own full cost of expenditures for the first initial response operational period. Costs incurred after the first operational period will be reimbursed by the protecting Entity. An operational period begins at 0001 hours and terminates at 2400 hours. The protecting Entity will be determined as soon as possible and notified.

3. Reciprocal protection is not construed as an automatic dispatch for the operational period. Therefore, priority will be given to the release of a supporting Entity when it is mutually agreed upon by the initial attack IC that the fire situation is such that the protecting Entity's forces on the scene can adequately control the incident. Furthermore, within its capabilities, the protecting Entity will render support to the supporting Entity to include but not limited to food, water, and additional forces to expedite release of the supporting Entity in advance of the maximum one operational period reciprocal fire protection.

4. Entities will notify the BOR Agency Administrator (as listed in Attachment 2) as soon as possible when Initial Attack is not sufficient to control a fire.

Uinta Co.

1. The entire county is considered as a reciprocal protection zone.

2. Within the reciprocal fire protection zone, each Entity, with the exception of WSFD's 24 hours, shall assume its own full cost of expenditures for a maximum of 24 hours following the initial report of the fire to the jurisdictional Entity. Costs incurred after the reciprocal fire protection period ends will be reimbursed by the protecting Entity. The protecting Entity will be determined as soon as possible. All fires will be reported to the protecting Entity.

3. Reciprocal protection is not construed as an automatic 24 hour dispatch. Therefore, priority will be given to the release of a supporting Entity when it is mutually agreed upon by the initial attack IC that the fire situation is such that the protecting Entity's forces on the scene can adequately control the incident. Furthermore, within its capabilities, the protecting Entity will render support to the supporting Entity to include but not limited to food, water, and additional forces to expedite release of the supporting Entity in advance of the maximum 24 hour reciprocal fire protection.

4. Entities will notify the BOR Agency Administrator (as listed in Attachment 2) as soon as possible when Initial Attack is not sufficient to control a fire.

Bureau of Reclamation

For all wildfires on BOR administered land and wildfires exceeding the Mutual Aid Period on State Parks land, Counties should send billing requests and documentation as listed in "Billing Procedures:, Section 4." of this AOP.

WSFD will contact the appropriate entity and determine payment process.

WSFD

WSFD shall assume costs of its non aviation related resources such as overhead, Smokebusters (WHCC), engines, or personnel for a maximum of 24 hours following the initial dispatch to the fire. This shall not be construed as an 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 is the Wyoming State Helitack, provisions are as follows:

1. For all dispatches: WSFD will assume the cost of the aircraft daily availability.

2. For fires on State and/or Private jurisdiction or those fires that pose an imminent threat to State and/or Private lands: WSFD shall assume all associated costs of the Wyoming State Helitack for at least a full operational period to be determined by the WSFD Fire Duty Officer. Federal employees assigned to the Helitack may still be billed to the jurisdictional agency as described below.

3. For fires on Federal lands or those fires that pose no imminent threat to State and/or Private land, WSFD shall seek reimbursement for all costs associated with the Wyoming State Helitack with the exception of the aircraft daily availability.

4. Rates for the Helicopter and supporting costs shall be distributed upon execution of the contract.

Agreements/MOUs for Fire Suppression Responsibilities:

Agreements/MOUs between agencies establishing fire suppression responsibilities will be recognized by this AOP. Agencies providing this protection may represent the interest of the jurisdictional agency whose lands are being protected. Unless specified otherwise, the lands protected under Agreement/MOU will be afforded the same conditions/terms as the protecting agency's lands (i.e. mutual aid periods, etc.). All signatories to this AOP will be notified, in writing, of changes or modifications to fire suppression responsibilities by the agency providing protection at the time of an approved Agreement/MOU.

Joint Projects and Project Plans:

COMMUNITY WILDFIRE PROTECTION PLANS (CWPP)

On fires that threaten, or involve the Wildland Urban Interface (WUI), 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.

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 public and private land and structures especially in the WUI.

Entities will make available a contact list of people who can assist in wildfire prevention and education.

Fire Restrictions and Closures:

Fire Restrictions and/or Closures will be coordinated between the parties to this agreement to include initiating, implementing, and lifting. Reference Wyoming Interagency Fire Restriction Plan.

Prescribed Fire (Planned Ignitions) and Fuels Management:

1. Fuels management and prescribed fire projects will be coordinated with the affected Entities to this agreement.

2. Wildfires resulting from escaped prescribed fires incidents, at the direction or under the supervision of one of the entities to this agreement, shall be the responsibility of that Entity. All subsequent suppression activities will be coordinated with the appropriate Entities. All incident management costs, unless otherwise agreed upon, exclusive of reciprocal periods, shall be borne by the responsible Entity and documented in a cost share agreement.

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 Exhibits C, D, E, and F for resources used on prescribed fire projects, based on availability, qualifications and need. For Forest Service prescribed fire projects, a separate agreement may be required.

Smoke Management:

Within their authorities, the Entities to this Agreement agree to coordinate 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 land under the protection of an Entity to this agreement will be reported promptly to the protecting Entity through the appropriate dispatch center (listed above: Interagency Cooperation) and further instructions agreed upon.

For a list of contacts for notification or requests of assistance see the attached appropriate County Directory (Attachment 2).

Initial Attack:

If one or more Entities to this agreement arrive on initial attack, the first Entity on the scene will assume command or turn command over to another Entity if they have more qualified supervisory personnel. Once protection responsibilities are established, the protecting Entity will either assume command or request a supporting Entity to do so. Based on the incident complexity, qualified personnel will assume command or agree to implement Unified Command of a multi-jurisdictional fire.

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 Agency 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:

Federal Lands (BLM, USFS, NPS, USF&WS)

The intent of these considerations is to provide guidance to initial responders regarding federal lands. In particular they are aimed at non-federal responders that may not be familiar with this management direction. These considerations may be modified if a decision by the initial attack Incident Commander determines that human life or safety is imminently threatened.

Heavy Equipment: Use of a dozer, road patrol, or grader is not authorized for suppression except in situations when the Field Manager/District Ranger/Project Leader/Park Superintendent, (in coordination with Duty Officer or designated official) provides verbal consent. This will be followed by written documentation to the Incident Commander. Within USFS wilderness lands, heavy equipment requires Regional Forester Approval.

Aerial Retardant: Aerial retardant should not be applied within 300 feet of identified waterways (streams and lakes). Any application of retardant within these buffers should be directly reported to the dispatch center. Mis-application of retardant on USFS avoidance areas requires additional formal reporting.

Special Lands Designations: On Wilderness lands (Congressionally Designated, Wilderness Study Areas, and Recommended/Proposed Wilderness), Areas of Critical Concerns (BLM), and all NPS lands, special tactics must be used. All vehicles must remain on roads until a Resource Advisor arrives on scene to provide site specific guidance, 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.

Other Considerations: If, through the decision support process, the decision is made to manage a wildfire in any other way than by using safe, aggressive initial attack, due to either safety concerns to fire personnel or a decision to manage the wildfire to best meet Land Management Plan objectives over a long-duration time the Unit Administrator Group will be assembled with representatives from all affected Entities.

Wildland Urban Interface Protection

Structural fire suppression is the responsibility of local fire service Entities. Keeping an approaching wildfire from reaching a structure may be the responsibility of any of the parties to this agreement depending upon the location of the wildfire and the chosen management strategy.

Private Lands – The protection of privately owned land and structures are the responsibility of the local fire service Entity that has jurisdiction for the private property.

Federal Lands w/Private Structures - The protection of privately owned structures on federal lands is the responsibility of the local fire service Entity that has jurisdiction for the private structures. Structure protection responsibilities of the local fire service Entity include actions taken directly on the structure or on the immediate area surrounding structures. The Federal Agencies will be responsible for keeping the fire from reaching the structures.

Entities that elect not to immediately suppress an ignition in order to manage the fire to achieve Land Management Plan objectives are responsible for the cost associated with that fire. This includes the cost of protecting private land, structures and infrastructure, as well as other State and Federal managed lands unless negotiated otherwise with the other affected jurisdictions. For incidents that have an initial response objective of protection (suppression) and it is later determined that a decision is made to effectively manage the incident for resource objectives, Entities should follow the standard cost share principles and may need to develop additional cost share agreements based on changes in the situation and objectives.

The local fire service Entity is responsible for developing structure protection plans and coordinating with the Incident Management Team to implement the plan. This could include the local fire service Entity preparing the plan themselves or working with the Incident Management Team to obtain resources to prepare and implement the plan. The local fire service Entity is responsible for determining any actions to be applied directly to a structure such as wrapping, applying foam, fire gels or other retardants, sprinklers, etc.

Decision Process:

ESCAPED FIRES OR FIRES THREATENING OTHER JURISDICTIONS

Field personnel, involved in 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, Attachment 1) will be assembled by the initial attack Entity to represent the protecting Entities involved with that fire. For a list of the designated representatives for purposes of creating a Unit Administrator Group, see the directory (Attachment 2).

1. Guidelines for assembling the Unit Administrator Group

   a. A wildfire that escapes initial attack or is a threat to 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 function is:

   a. To participate in development and approval of wildfire decision documents developed for managing a fire incident.
   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 Officers(s) signature.
   d. To act as the Entity's Representative for their respective Entity.
   e. To develop incident management objectives and agree on management actions needed.
   f. To recommend to the Line Officer(s) the management level (Type 1, 2 or 3) and command structure (Unified or Single IC) appropriate for the incident. This recommendation will be based upon complexity, ownership, values to be protected, and qualifications of personnel.
   g. To initiate a written cost share agreement for Line Officer(s) approval signatures (Example – Exhibit G).
   h. To prepare an IMT in-briefing, if an IMT has been ordered.
   i. 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:

Incidents that have been declared as exceeding initial attack and transition to extended attack shall have an incident specific Delegation of Authority in place as soon as possible.

Preservation of Evidence and 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.

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, a cost share agreement will be initiated as soon as possible prior to containment.

When fires are managed for multiple management objectives, a cost share agreement will be negotiated on a case by case basis. Where agreement cannot be reached regarding incident strategies, tactics, or costs the discussion will be elevated to the next level of Entity administrators representing each Entity.

See Exhibit G

When a cost share agreement is negotiated, the reciprocal (mutual aid) period will not apply. All costs will begin at the start of the incident.

Training:

The Entities party to this agreement will coordinate wildland fire training locally within the County, State, and the Geographic Area. Zone Training Representatives are responsible for coordinating with all Entities for the planning and delivery of wildland fire training.

Communication Systems:

Communication frequencies to be used for initial attack are included in Attachment 3.

All Parties to this agreement give permission for the use of their respective Entity's radio frequencies for emergency use only.

All Entities will utilize the Standard Air to Ground naming convention adopted by the National Interagency Incident Communication Division in 2012.

Aviation Operations:

1. Aerial resources/support may be used with prior approval of the protecting Entity unless otherwise specified under "Special Management Considerations" of this plan. For list of contacts for retardant usage see the appropriate County Directory (Attachment 2).

2. Aerial resources/support 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.

Billing Procedures:

1. Federal Billings: Federal Agencies will not bill each other for fire suppression. See sub-paragraph 4 under this section for State and County billings.

2. When non-federal resources respond to non-federal incidents outside the State of Wyoming, bills should be submitted to the jurisdictional Agency where an existing payment mechanism has been implemented. If agreement and payment mechanisms do not exist, bills should be submitted to the appropriate USDA Forest Service, Rocky Mountain Region or Intermountain Region.

   Wyoming State Forestry Division will coordinate resources, audit bills for service, 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 region at the address listed below.

   USDA Forest Service, Rocky Mountain Region
   Attn: Incident Business - Attn: Regional Business Specialist
   740 Simms Street
   Golden, CO 80401

   USDA Forest Service, Intermountain Region
   Attn: Incident Business - Attn: Regional Business Specialist
   324 25th Street
   Ogden, UT 84401

3. 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 coordinate resources, audit bills for services, and forward all completed bills for services to the appropriate DOI Agency at the address listed below in sub-paragraph 4.

4. State and County Billings: When State or County resources are used and the fire management activity is within the State of Wyoming, the State or County will bill the protecting host unit.

   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 will submit their individual billings to the County and the County will reimburse each individual Agency.

Payment for Wyoming State/County resources will be made directly to the appropriate State/County identified in the billing. The State will coordinate billing questions or disputes with the appropriate County.

Billing Addresses: All bills for services provided to the Wyoming State Forestry Division or to Counties will be mailed to the appropriate address listed below:

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

USFS Rocky Mountain Region
Attn: Incident Business Specialist
740 Simms Street
Golden, CO 80401

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

USFS Intermountain Region
Attn: Incident Business Specialist
324 25th Street
Ogden, UT 84401

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

BLM Wyoming State Office
Attn: Budget/Incident Business Program Analyst
PO Box 1828
5353 Yellowstone Rd
Cheyenne, WY 82003

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

NPS – Intermountain Region
Attn: Fire Incident Business Specialist
12795 W Alameda Parkway, Lakewood, CO 80228
PO Box 25287, Denver, CO 80225-0287

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

Bureau of Indian Affairs – Rocky Mountain Region
Branch of Fire & Forestry
Attn: Budget Analyst
316 N. 26th Street
Billings, MT 59101

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

US Fish & Wildlife Service
Regional Fire Administrative Officer
134 Union Blvd, Ste 300
Lakewood, CO 80228

The non-federal Entities of Wyoming are cooperators, not contractors. Rates established in the annual Wyoming Fire Mobilization Plan or Mini Fire Mobilization Plan exhibits C, D, E, F, and G have been agreed upon and accepted by all Entities. Emergency Equipment Rental Agreements will only be executed for equipment not listed in the above exhibits.

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.

Fire Numbers: Entities will share their respective individual fire numbers for cross referencing purposes.

Billing Estimates/Time Frames: On fires where costs are incurred pursuant to the terms of this agreement, the billing Entity shall submit a bill or estimate for reimbursement as soon as possible, but not later than 120 days after the fire is controlled. If the total cost is not known at the time of initial billing, a partial bill, so identified, may be submitted. A final bill, so identified, will be issued within 270 days after control of the fire.

Billing deadlines set forth herein are intended merely to encourage prompt billing, and failure to meet billing deadlines shall not be construed as a release or waiver of claims for reimbursement against the other Entity.

For obligation purposes, the federal Entities will submit unpaid obligational figures to the non-federal Entities by May 15. The non-federal Entities will submit unpaid obligational figures to the appropriate federal Entity by September 15 for the previous federal fiscal year.

After the final billing has been sent and additional costs are identified, a supplemental billing may be issued if agreeable to applicable Entities.

Billing Content: A separate bill will be submitted for each fire. Bills or State Form WSFD-41, Exhibit B Invoice Form for Wyoming Firefighters and Equipment (WSFD-41) will be summarized by major categories. Bills or WSFD-41 will include incident name, location, accounting code, jurisdictional unit, incident number, appropriate resource order number, inclusive dates, and will be supported by originals or copies of the following:

Fire Time Reports, OF-288
Summary of travel charges
Equipment Use Invoice and Daily Shift Tickets
Credit card bill, list of purchases
Cost Share Agreement, when applicable
Copy of Resource Order

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.

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

INCIDENTS OUTSIDE THE STATE OF WYOMING

Any time non-federal Entity resources respond outside the State of Wyoming, all bills for services will be sent to the address below, where they will be audited and forwarded on as appropriate. Wyoming State Forestry Division (WSFD) will coordinate resources, audit bills for services, and forward all completed bills for services (Exhibit B's) on to the Forest Service, Rocky Mountain Regional Incident Business – Regional Budget Office.

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

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.

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.

Fire Cost Meeting: The Entities that are party to the cost share agreement will gather their suppression costs and meet to discuss these costs. Contested items will be resolved by signature parties if consensus cannot be reached, these costs will be elevated to the next higher level of management for resolution. After costs for fire suppression have been agreed upon then a bill will be issued to the owing party.

All supporting Entities are subject to examination and audit for 3 years after final payment.

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 to recover suppression costs and damages. In those cases where costs have been recovered from an individual, reimbursement of initial attack, as well as suppression costs to the extent included in the recovery, will be made to the Entity taking reciprocal action.

GENERAL PROVISIONS

Modification:

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 20 days notice, signed and dated by all Agencies, prior to any changes being performed. No Entity is obligated to fund any changes not properly approved in advance.

Annual Review:

This Annual Operating Plan (AOP) is reviewed annually by April 15 and revised, as needed. Wyoming State Forestry Division will be the lead Entity responsible for preparing the plan annually.

Entirety of Agreement:

This Agreement consisting of 20 pages, Attachments 1-3, and Exhibits A-H, represents the entire and integrated Agreement between the Entities.

Duration of Agreement:

This Annual Operating Plan remains in effect until superseded. It may be terminated upon 20 days written notice to all Entities.

Sovereign Immunity:

The parties do not waive sovereign immunity by entering into this Agreement and specifically retain immunity and all defenses available to them pursuant to State and Federal law.

Authorized Representatives/Signatures:

By signature below, all signatories to this Annual Operating Plan certify that the individuals listed in this document are authorized to act in their respective areas for matters related to this Annual Operating Plan. By my signature below, I authorize my signature to be photocopied into each and all of the Annual Operating Fire Plans for the Wyoming Interagency Cooperative Fire Management Agreement.

I understand that my Entity will be provided a copy of the agreement with a photocopied signature page when the required signatures are obtained.

THE PARTIES HERETO, as evidenced by their authorized signature below, have executed, and thereby entered into, this agreement upon the date of the last signature below.

PREPARED AND APPROVED BY:

Lincoln County

Chairman, Lincoln County Commissioners	(Printed Name)	Date
925 Sage Street, Kemmerer, WY 83101		

Kelly Hoffman — Kelly Hoffman 3/24/15
Lincoln County Fire Warden — (Printed Name) — Date
P.O. Box 203, Cokeville, WY 83114

Stephen R Giech 5/13/15
Chairman, Alpine Fire District — (Printed Name) — Date
P.O. Box 3785, Alpine, WY 83128

Douglas Prows — Douglas Prows 4-1-15
Chairman, Bear River Fire District — (Printed Name) — Date
P.O. Box 99, Cokeville, WY 83114

Daniel Kruckenberg — Daniel Kruckenberg 05/27/15
Chairman, South Lincoln County Fire District — (Printed Name) — Date
P.O. Box 188, Kemmerer, WY 83101

Keith Swenson — Keith L. Swenson 4/6/15
Chairman, Upper Valley Fire District — (Printed Name) — Date
P.O. Box 546, Afton, WY 83110

Sublette County

Andy Nelson — Andy Nelson 3/24/15
Chairman, Sublette County Commissioners — (Printed Name) — Date
21 South Tyler Avenue, Pinedale, WY 82941

Shad Cooper — Shad Cooper 3/24/15
Sublette County Fire Warden — (Printed Name) — Date
130 South Fremont Avenue, Pinedale, WY 82941

Sweetwater County

Wiggy J. Johnson 4/21/15
Chairman, Sweetwater County Commissioners — (Printed Name) — Date
Courthouse, Green River, WY 82935

Mike Bournazian 05/04/15
Sweetwater County Fire Warden — (Printed Name) — Date
430 Blair Avenue, Rock Springs, WY 82901

Sandy Allen 3·20·15
Mayor, Town of Granger — (Printed Name) — Date
P.O. Box 42, Granger, WY 82934

Carl R. Demshar, Jr. 4/7/15

Mayor, City of Rock Springs (Printed Name) Date
212 D Street, Rock Springs, WY 82901

Robbi R Phipps 3-23-15

Mayor, Town of Wamsutter (Printed Name) Date
P.O. Box 6, Wamsutter, WY 82336

Richard Skorcz 3-27-15

Chairman, Eden-Farson Fire District (Printed Name) Date
P.O. Box 6, Farson, WY 82932

A Jeff Varley 4/21/2015

Chairman, Sweetwater County Fire District #1 (Printed Name) Date
3010 College Drive, Rock Springs, WY 82901

James K Wamsley 4-14-15

Fire Chief, Rock Springs Fire Department (Printed Name) Date
600 College Drive, Rock Springs, WY 82901

Teton County

Melissa Turley 3-17-2015

Chair, Teton County Commissioners (Printed Name) Date
P.O. Box 1727, Jackson, WY 83001

Sherry L. Daigle 3-17-2015

Attest: Teton County Clerk (Printed Name) Date

WILLY WETSABAUGH 3/18/2015

Teton County Fire Warden (Printed Name) Date
P.O. Box 901, Jackson, WY 83001

KEVIN SALAVA 3.19.15

Chief, Teton Village Special Fire District (Printed Name) Date
P.O. Box 56, Teton Village, WY 83025

Uinta County

Wendell Fraughton, VICE-CHAIRMAN WENDELL FRAUGHTON 3/17/2015

Chairman, Uinta County Commissioners (Printed Name) Date
225 9th Street, Evanston, WY 82930

ATTEST: Lana L. Wilcox Uinta County Clerk

Eric Quinney 3/9/15

Uinta County Fire Warden (Printed Name) Date
P.O. Box 640. Evanston, WY 82931

Dan Lunsford — DAN LUNSFORD 3/9/15
President, Uinta County Rural Fire District (Printed Name) Date
3301 County Road 165, Evanston, WY 82930

David Welling — DAVID WELLING 3/9/15
Chairman (Printed Name) Date
Uinta County Emergency Services Joint Powers Board
P.O. Box 640, Evanston, WY 82931

Bureau of Land Management

Mark A. Storzer — MARK STORZER 3/4/15
District Manager (Printed Name) Date
High Desert District Office, Bureau of Land Management
280 Highway 191 North, Rock Springs, WY 82901

Steve Dondero — Steve Dondero 3/16/15
District Manager (Printed Name) Date
Wind River/Big Horn Basin District Office, Bureau of Land Management
P.O. Box 119, Worland, WY 82401

United States Forest Service

John R Erickson — John R Erickson 3/16/15
Forest Supervisor, Ashley National Forest (Printed Name) Date
355 North Vernal Avenue, Vernal, UT 84078

Patricia M O'Connor — Patricia M O'Connor 3/16/15
Forest Supervisor, Bridger-Teton National Forest (Printed Name) Date
P.O. Box 1888, Jackson, WY 83001

David C. Whittekiend — David C. Whittekiend 3/17/15
Forest Supervisor, Uinta-Wasatch-Cache National Forest (Printed Name) Date
857 West South Jordan Parkway, South Jordan, UT 84095

National Park Service

Nancy Skinner — Nancy Skinner 3/6/15
Superintendent, Fossil Butte National Monument (Printed Name) Date
P.O. Box 592, Kemmerer, WY 83101

David Vela — David Vela 3/16/15
for Superintendent, Grand Teton National Park and the (Printed Name) Date
John D. Rockefeller Jr. Memorial Parkway
P.O. Box 170, Moose, WY 83012

US Fish & Wildlife Service

Steven W. Kallin STEVEN W. KALLIN 4/2/2015

Project Leader, National Elk Refuge (Printed Name) Date

P.O. Box 510, Jackson, WY 83001

Tom Koerner Tom Koerner 03/18/2015

Project Leader (Printed Name) Date

Seedskadee National Wildlife Refuge Complex, US Fish & Wildlife Service

P.O. Box 700, Green River, WY 82935

Wyoming State Forestry Division

Brook Lee Brook Lee 3/16/15

District Forester, Wyoming State Forestry Division (Printed Name) Date

P.O. Box 1678, Pinedale, WY 82941