

**SOUTH DAKOTA MASTER COOPERATIVE WILDLAND FIRE  
MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT**

**Between**

**UNITED STATES DEPARTMENT OF THE INTERIOR**

**BUREAU OF LAND MANAGEMENT  
MONTANA-DAKOTA STATE OFFICE  
2025-BLM-MT911-001**

**NATIONAL PARK SERVICE  
MIDWEST REGION  
25-FI-11020000-003**

**BUREAU OF INDIAN AFFAIRS  
GREAT PLAINS REGION**

**UNITED STATES FISH AND WILDLIFE SERVICE  
MOUNTAIN PRAIRIE REGION  
FF06R03000-2024-00003**

**UNITED STATES DEPARTMENT OF AGRICULTURE**

**FOREST SERVICE  
NORTHERN REGION  
25-FI-11020000-003**

**FOREST SERVICE  
ROCKY MOUNTAIN REGION  
25-FI-11020000-003**

**And**

**STATE OF SOUTH DAKOTA  
DEPARTMENT OF PUBLIC SAFETY  
WILDLAND FIRE  
25-FI-11020000-003**

## Table of Contents

I. AUTHORITIES:	2
II. PURPOSE	2
III. PARTIES TO THE AGREEMENT	3
IV. TERMINOLOGY, EXHIBITS AND SUPPLEMENTS	3
V. PERIOD OF PERFORMANCE	4
VI. RECITALS	5
VII. INTERAGENCY COOPERATION	6
VIII. PREPAREDNESS	8
IX. OPERATIONS	10
X. USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES	12
XI. GENERAL PROVISIONS	14
EXHIBITS	
Exhibit A. Glossary	18
Exhibit B. Principal Contacts	29
Exhibit C. South Dakota Statewide Operating Plan	30
Exhibit D. Reimbursable Billings and Payments	63
Exhibit E. Cost Share Agreement Guidelines	67
Exhibit F. Cost Share Agreement Template	70
Exhibit G. Supplemental Fire Department Resources Template	73
Exhibit H. Use and Reimbursement for Shared Resources in Stafford Act Response Actions	77
Exhibit I. Fire Supplemental Project Agreement Template	81

## **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**

South Dakota Codified Law Title 1 Chapter 24 and Chapter 41, Title 34 Chapter 35, and Title 41 Chapter 20A

## **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 South Dakota Department of Public Safety, Wildland Fire, hereinafter called South Dakota or when referred jointly with other states in this Agreement called, States; and

The United States Department of Agriculture, Forest Service, Northern Region (Region 1); hereinafter called, USFS; and

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

The United States Department of the Interior, National Park Service, Midwest Region, hereinafter called, 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, Great Plains Region, hereinafter called, BIA; and

The United States Department of the Interior, Bureau of Land Management, Montana/Dakotas State Office, hereinafter called, BLM.

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

The Federal Agencies, States, and other entities signatory to this Agreement will hereinafter be referred to as, Parties to this Agreement.

### **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 of Terms, 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 National Wildfire Coordinating Group (NWCG) Glossary of Wildland Fire Terminology, found on the Toolbox tab of the NWCG webpage (<https://www.nwcg.gov> or by direct link at [www.nwcg.gov/publications/pms205/nwcg-glossary-of-wildland-fire-pms-205](https://www.nwcg.gov/publications/pms205/nwcg-glossary-of-wildland-fire-pms-205)), and Stafford Act Response terminology corresponds to the FEMA National Incident Management System (NIMS) Glossary, available at in the NIMS document ([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: Exhibit H relates only to Stafford Act responses):

- Exhibit A Glossary of Terms
- Exhibit B Principal Contacts
- Exhibit C Operating Plan Template
- Exhibit D Reimbursable Billings and Payments
- Exhibit E Cost Share Agreement Guidelines
- 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 Fire Supplemental 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 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. Geographic or Statewide Operating Plan
3. Sub-geographic (Local) Operating Plan
4. Cost Share Agreements
5. Exhibits to this Agreement
6. Joint Projects, Project Plans, or Supplemental Project Agreements

## V. PERIOD OF PERFORMANCE

4. **Commencement/Expiration:** This Agreement shall be effective and in effect for five years, beginning from the date of the last signature.
5. **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.
6. **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.

7. **Annual Review:** If deemed necessary, prior to March 1 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.
8. **Previous Agreements Superseded:** This Agreement supersedes the following:

*South Dakota Cooperative Wildland Fire Management and Stafford Act Response Agreement (16-FI-11020000-054), executed between the parties on August 1, 2016.*

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

9. Lands for which the State is responsible for wildland fire protection in South Dakota, and the lands for which the respective Federal Agencies are responsible, are intermingled or adjacent in some areas, and wildland fires on these intermingled or adjacent lands may present a threat to the lands of the other.
10. The Parties to this Agreement maintain fire protection and fire management organizations.
11. 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, 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.
12. It is the intent of the Parties to this Agreement that state 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.
13. 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 states responsible to protect.
14. 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.
15. It is noted that local fire resources are often mobilized within a state pursuant to a separate state MOU or inter-state compact agreement, with reimbursement handled according to the terms detailed within that MOU or Agreement.
16. 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, requiring the governor to specifically approve mobilization outside of their state for non-fire emergencies. State

emergency declarations and responses for all-hazard and non-Stafford Act responses are outside the scope of this Agreement.

**17. The Responsibilities of the Parties to this Agreement shall be distinguished as follows:**

- A. **Jurisdictional Agency**—Agency having land and resource management responsibility for a specific geographical or functional area as provided by federal, state or local law. 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, or other agreement or arrangement.
- C. **Supporting Agency**—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**

- 18. 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).
- 19. National Incident Management System:** 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 NWCG's 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.
- 20. Operating Plans:** Operating plans will be developed using Exhibit C, Operating Plan Outline, at the geographic, statewide, or sub-geographic area level, 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. Geographic Area Operating Plans – Not Applicable**

**B. Statewide Operating Plans**

Statewide Operating Plans will address issues affecting statewide cooperation. The Statewide Operating Plans will be approved by the signatory state and federal RMCG members as applicable.

The Statewide Mobilization Guides will be identified and considered part of the Statewide Operating Plans.

### **C. Sub-Geographic (Local) Area Operating Plans**

Sub-geographic area operating plans will be developed that outline the details of this Agreement for sub-geographical areas. Unit Administrators will have the responsibility for developing and approving sub-geographic area operating plans. Unless superseded by the Geographic Area or Statewide Operating Plans, sub-geographic area operating plans will apply.

### **D. Project Plans (if applicable)**

Project plans are developed for specific non-suppression, fire related projects or activities. (See related clause: Joint Projects and Project Plans).

- 21. 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.

- 22. Coordination Centers:** The Parties to this Agreement recognize the Rocky Mountain Coordination Center, as the Geographic Area Coordination Center (GACC) for South Dakota. The Parties to this Agreement will coordinate, mobilize and demobilize emergency management resources through the GACC as appropriate. Parties to this Agreement are not precluded from independent movement of their own resources at the agency's cost, including those through interstate compact agreements or other arrangements.

- 23. Interagency Resources:** 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. Shared staffing and funding will be commensurate with each Parties use of resources, will be agreed to and documented 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 geographic, statewide, or sub-geographic area operating plan.

- 24. State-to-State Response:** Should a State Party to this Agreement intend to utilize the assistance of the USFS to accept the reimbursement amounts expended for resources and services provided from another State, and have the Forest Service pay that amount to the State seeking reimbursement, that State shall agree to meet the associated reimbursement obligations and requirements, including any reasonable administrative fees, as agreed upon by the State and the Forest Service, and detailed in Exhibit D, Reimbursable Billings and Payments.

- 25. 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.

- 26. 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

- 27. Protection Planning:** Annually, before March 1st, sub-geographic area Unit Administrators will determine efficiencies to be gained from reciprocal assistance and acquisition of protection services. Operating plans will document decisions. Plans should be reviewed and agreement reached concerning such items as placement of crews, engines, air tankers, helicopters, fixed and aerial detection, regulated use, closures and other joint fire suppression efforts.
- 28. Protection Areas and Boundaries:** Protection areas, as defined by boundaries, will be mapped and or described, and made a part of statewide or sub-geographic area operating plans. Protection Areas may include lands under the jurisdiction of another agency as authorized by law.
- 29. Methods of Fire Protection and Suppression:** One agency 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 Agencies may, by agreement in 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 length of the mutual aid period is usually 24 hours and will be documented in the Operating Plan.

- B. **Reimbursable (Cooperative) Fire Protection:** The Protecting Agency may request suppression resources of other Agencies 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:** Agencies 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 by the Agencies. Exchange zones will be documented in Operating Plans.

If an imbalance exists, the Protecting Agency with the surplus of acres 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 Parties 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 Parties agree not to bill each other for suppression services.

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

**30. 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 statewide 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:

- RFPA/local fire department personnel responding to incidents on BLM managed-lands must:
  - Be 18 years of age or older;
  - Have and use the required personal protective equipment (PPE) found in Chapter 7 of the Interagency Standards for Fire and Fire Aviation Operations (“Red Book”); and
  - *RFPA requirement:* Have a basic level of wildland fire training, identified as the NWCG course S-190 and S-130, which can be modified to fit local needs. I-100 is not required, but ICS must be thoroughly covered within the applicable section of S-190 and S-130; or
  - *Local fire department requirement:* Have a basic level of wildland fire training. The NWCG course S-190 and S-130 are recommended, both courses can be modified to fit local needs.
- Pre-identified incident communication protocols (e.g. frequencies plans, points of contact, and interoperable radio hardware) will be established and followed.
- The Incident Command System (ICS) will be used to manage all incidents.

(Interagency Standards for Fire and Fire Aviation Operations, Chapter 2: Agreements with Cooperators)

**31. 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. When funding is exchanged, 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 Fire Supplemental Project Agreement, as in Exhibit I, or other written document.

**32. 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 pay

its own costs. Unit Administrators are encouraged to participate in local fire prevention cooperatives, organizations, or groups, where applicable.

- 33. Public Use Restrictions:** Guidelines for implementing restrictions and closures shall be established by a separate MOU or Agreement, and/or in an Operating Plan.
- 34. Burning Permits:** Burning permit procedures, where applicable, will be included in local 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.
- 35. Prescribed Fire and Fuel 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 or Joint Projects and Project Plans (as referenced in Joint Projects and Project Plans, Clause #31). Any instrument processed under this clause shall be in accordance with each Party's applicable laws, regulations, and policy requirements.
- 36. 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**

- 37. 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.
- 38. 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. Likewise, protecting Agencies will promptly inform jurisdictional agencies whenever they take action on fires for which the Protecting Agency is responsible. Fire and investigation reports will be sent to jurisdictional agencies within the timeframes established in the applicable Operating Plan, Agreement or Memorandum of Understanding.
- 39. 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 at the site of the fire, the agencies will mutually agree to the designation of an Incident command organization.
- 40. Independent Action:** Except as otherwise limited in geographic, statewide, or 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.

**41. 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. 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.

**42. 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 the Operating Plan, addressing resources and other management concerns, will be used by Unit Administrators of the Agencies 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 parties should be involved in developing the strategy, tactics and mitigations to be used in preventing the fire from crossing the jurisdictional boundaries.

**43. Delegation of Authority:** Operating Plans will document procedures and criteria for Unit Administrators to specify direction, authority, and financial management guidelines to Incident Commanders.

**44. Preservation of Evidence:** As initial action is taken on a fire, the initial attack forces will preserve information and evidence pertaining to the origin and cause of the fire regardless of jurisdiction. Protecting and Jurisdictional Agencies shall render mutual assistance in the gathering of evidence to the fullest extent practicable and mutually share investigation information. The Jurisdictional Agency may conduct an investigation into cause and may pursue costs related to suppression, resource damage and area emergency resource rehabilitation. Affected Parties to this Agreement will meet to determine an appropriate investigation process. To the extent permitted by Federal and State law, the Protecting Agency will provide investigation files relative to the fire to the Jurisdictional Agency.

**45. Stafford Act Response:** For Stafford Act Responses, procedures and requirements established in the 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**

- 46. 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 South Dakota, 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.
- 47. 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 policies specified within the *National Interagency Mobilization Guide*.
- 48. Cost Share Agreement:** Whenever multiple jurisdictions are affected due to the location of a fire, it is mandatory to develop and implement a Cost Share Agreement (or Apportionment Process, if applicable). 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 Clause 40, Independent Action and Clause 57, 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 Clause 39, 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.
- 49. 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).
- 50. Licensing:** Drivers and equipment operators will hold appropriate operating licenses to meet state and federal laws and employing agency regulations and policies. Except for State vehicles, 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. South Dakota state vehicles may only be operated by State employees. 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.
- 51. 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 GOVs when driving while on official government business or when performing any work for or on behalf of the government.

- 52. Training:** The Parties to this Agreement will cooperate to assure that training needs are provided that will produce safe and effective fire management and aviation programs. The intent is to champion high-quality training, to minimize training costs by sharing resources, and to standardize training.
- 53. 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 arrangement shall be approved only by Agency authorized personnel and in accordance with agency laws, regulations and policies governing security of systems and facilities.
- 54. Fire Weather Systems:** The State will be permitted to use the Federal weather data processing system. Use of the system may be from locations owned by 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, 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 Geographic Area 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 Operating Plan for this Agreement.

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

- 56. Billing Procedures:** The Parties agree to follow the policies and procedures detailed in Exhibit D, Reimbursable Billings and Payments.

- 57. Cost Recovery:** Authority to recover suppression costs and damages from those responsible for causing a fire varies depending on each Party's respective legal authorities, including contracts, agreements, permits and applicable laws and regulations. As authorized by law, any Party may independently pursue civil actions against individuals to recover suppression costs and damages.
- 58. 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**

- 59. 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.
- 60. 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 fire district. When this situation arises resources will be mobilized via the process outlined in Exhibit G, Fire Department Resources Template.
- 61. Mutual Sharing of Information:** Subject to applicable state and federal rules and regulations, including the Privacy Act, Parties to this Agreement may furnish to each other, or otherwise make available upon request, such as 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.
- 62. Freedom of Information Act:** 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).
- 63. 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 three years from the 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.
- 64. Accident 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.

**65. 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 meet and confer to determine a cost recovery process as outlined in Cost Recovery Clause.

**66. 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 and then forwarded to the hiring, or home agency of the employee for processing in accordance with the hiring agency's administrative procedures.

**67. Equipment, Supplies, and Cache Items:** The Parties recognize 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, Parties agree that the receiving/supporting Party shall replace 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.

**68. 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.

**69. 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.

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

**USDI FISH AND WILDLIFE SERVICE  
MOUNTAIN PRAIRIE REGION**

**ANNA MUNOZ** Digitally signed by ANNA MUNOZ  
Date: 2025.01.06 14:52:31 -07'00'

\_\_\_\_\_  
Regional Director Date

\_\_\_\_\_  
Contracting Officer FWS-19072 Date

**USDI NATIONAL PARK SERVICE  
MIDWEST REGION**

\_\_\_\_\_  
Regional Director Date

**USDI BUREAU OF LAND MANAGEMENT  
MONTANA-DAKOTAS STATE OFFICE**

\_\_\_\_\_  
State Director Date

**USDI BUREAU OF INDIAN AFFAIRS  
GREAT PLAINS REGION**

\_\_\_\_\_  
Regional Director Date

**USDA FOREST SERVICE  
ROCKY MOUNTAIN REGION**

\_\_\_\_\_  
Regional Forester Date

**USDA FOREST SERVICE  
NORTHERN REGION**

\_\_\_\_\_  
Regional Forester Date

\_\_\_\_\_  
USFS Agreements Specialist Date

\_\_\_\_\_  
USFS Agreements Specialist Date

**STATE OF SOUTH DAKOTA  
WILDLAND FIRE, DEPT OF PUBLIC  
SAFETY**

\_\_\_\_\_  
Cabinet Secretary Date

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

**USDI FISH AND WILDLIFE SERVICE  
MOUNTAIN PRAIRIE REGION**

\_\_\_\_\_  
Regional Director Date

\_\_\_\_\_  
Contracting Officer FWS-19072 Date

**USDI NATIONAL PARK SERVICE  
MIDWEST REGION**

\_\_\_\_\_  
Regional Director Date

 Digitally signed by HERBERT  
FROST  
Date: 2025.01.22 16:43:40 -06'00'

**USDI BUREAU OF LAND MANAGEMENT  
MONTANA-DAKOTAS STATE OFFICE**

\_\_\_\_\_  
State Director Date

**USDI BUREAU OF INDIAN AFFAIRS  
GREAT PLAINS REGION**

\_\_\_\_\_  
Regional Director Date

**USDA FOREST SERVICE  
ROCKY MOUNTAIN REGION**

\_\_\_\_\_  
Regional Forester Date

\_\_\_\_\_  
USFS Agreements Specialist Date

**USDA FOREST SERVICE  
NORTHERN REGION**

\_\_\_\_\_  
Regional Forester Date

\_\_\_\_\_  
USFS Agreements Specialist Date

**STATE OF SOUTH DAKOTA  
WILDLAND FIRE, DEPT OF PUBLIC  
SAFETY**

\_\_\_\_\_  
Cabinet Secretary Date

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

**USDI FISH AND WILDLIFE SERVICE  
MOUNTAIN PRAIRIE REGION**

\_\_\_\_\_  
Regional Director Date

\_\_\_\_\_  
Contracting Officer FWS-19072 Date

**USDI BUREAU OF LAND MANAGEMENT  
MONTANA-DAKOTAS STATE OFFICE**

**SONYA GERMANN** Digitally signed by SONYA  
GERMANN  
Date: 2024.12.17 18:40:02 -07'00'  
\_\_\_\_\_  
State Director Date

**USDI NATIONAL PARK SERVICE  
MIDWEST REGION**

\_\_\_\_\_  
Regional Director Date

**USDI BUREAU OF INDIAN AFFAIRS  
GREAT PLAINS REGION**

\_\_\_\_\_  
Regional Director Date

**USDA FOREST SERVICE  
ROCKY MOUNTAIN REGION**

\_\_\_\_\_  
Regional Forester Date

\_\_\_\_\_  
USFS Agreements Specialist Date

**USDA FOREST SERVICE  
NORTHERN REGION**

\_\_\_\_\_  
Regional Forester Date

\_\_\_\_\_  
USFS Agreements Specialist Date

**STATE OF SOUTH DAKOTA  
WILDLAND FIRE, DEPT OF PUBLIC  
SAFETY**

\_\_\_\_\_  
Cabinet Secretary Date

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

**USDI FISH AND WILDLIFE SERVICE  
MOUNTAIN PRAIRIE REGION**

\_\_\_\_\_  
Regional Director Date

\_\_\_\_\_  
Contracting Officer FWS-19072 Date

**USDI BUREAU OF LAND MANAGEMENT  
MONTANA-DAKOTAS STATE OFFICE**

\_\_\_\_\_  
State Director Date

**USDI NATIONAL PARK SERVICE  
MIDWEST REGION**

\_\_\_\_\_  
Regional Director Date

**USDI BUREAU OF INDIAN AFFAIRS  
GREAT PLAINS REGION**

**OLIVIA STEVE** Digitally signed by OLIVIA STEVE  
Date: 2025.03.27 11:43:36 -05'00'

\_\_\_\_\_  
Regional Director Date

**USDA FOREST SERVICE  
ROCKY MOUNTAIN REGION**

\_\_\_\_\_  
Regional Forester Date

\_\_\_\_\_  
USFS Agreements Specialist Date

**USDA FOREST SERVICE  
NORTHERN REGION**

\_\_\_\_\_  
Regional Forester Date

\_\_\_\_\_  
USFS Agreements Specialist Date

**STATE OF SOUTH DAKOTA  
WILDLAND FIRE, DEPT OF PUBLIC  
SAFETY**

\_\_\_\_\_  
Cabinet Secretary Date

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

**USDI FISH AND WILDLIFE SERVICE  
MOUNTAIN PRAIRIE REGION**

\_\_\_\_\_  
Regional Director Date

\_\_\_\_\_  
Contracting Officer FWS-19072 Date

**USDI NATIONAL PARK SERVICE  
MIDWEST REGION**

\_\_\_\_\_  
Regional Director Date

**USDI BUREAU OF LAND MANAGEMENT  
MONTANA-DAKOTAS STATE OFFICE**

\_\_\_\_\_  
State Director Date

**USDI BUREAU OF INDIAN AFFAIRS  
GREAT PLAINS REGION**

\_\_\_\_\_  
Regional Director Date

**USDA FOREST SERVICE  
ROCKY MOUNTAIN REGION**

**Andrea Delgado** Digitally signed by Andrea Delgado  
Date: 2025.04.15 13:26:51 -06'00'

\_\_\_\_\_  
Regional Forester Date

**LISA STREET** Digitally signed by LISA STREET  
Date: 2025.04.15 10:20:54 -06'00'

\_\_\_\_\_  
USFS Agreements Specialist Date

**USDA FOREST SERVICE  
NORTHERN REGION**

\_\_\_\_\_  
Regional Forester Date

\_\_\_\_\_  
USFS Agreements Specialist Date

**STATE OF SOUTH DAKOTA  
WILDLAND FIRE, DEPT OF PUBLIC  
SAFETY**

\_\_\_\_\_  
Cabinet Secretary Date

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

**USDI FISH AND WILDLIFE SERVICE  
MOUNTAIN PRAIRIE REGION**

\_\_\_\_\_  
Regional Director Date

\_\_\_\_\_  
Contracting Officer FWS-19072 Date

**USDI BUREAU OF LAND MANAGEMENT  
MONTANA-DAKOTAS STATE OFFICE**

\_\_\_\_\_  
State Director Date

**USDA FOREST SERVICE  
ROCKY MOUNTAIN REGION**

\_\_\_\_\_  
Regional Forester Date

\_\_\_\_\_  
USFS Agreements Specialist Date

**STATE OF SOUTH DAKOTA  
WILDLAND FIRE, DEPT OF PUBLIC  
SAFETY**

\_\_\_\_\_  
Cabinet Secretary Date


**USDI NATIONAL PARK SERVICE  
MIDWEST REGION**

\_\_\_\_\_  
Regional Director Date

**USDI BUREAU OF INDIAN AFFAIRS  
GREAT PLAINS REGION**

\_\_\_\_\_  
Regional Director Date

**USDA FOREST SERVICE  
NORTHERN REGION**

 Digitally signed by LEANNE  
MARTEN  
Date: 2024.12.19 07:07:08 -07'00'

\_\_\_\_\_  
Regional Forester Date

**LINDSAY GILMAN** Digitally signed by LINDSAY  
GILMAN  
Date: 2024.12.18 12:14:37 -07'00'

\_\_\_\_\_  
USFS Agreements Specialist Date

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

**USDI FISH AND WILDLIFE SERVICE  
MOUNTAIN PRAIRIE REGION**

\_\_\_\_\_  
Regional Director Date

\_\_\_\_\_  
Contracting Officer FWS-19072 Date

**USDI NATIONAL PARK SERVICE  
MIDWEST REGION**

\_\_\_\_\_  
Regional Director Date

**USDI BUREAU OF LAND MANAGEMENT  
MONTANA-DAKOTAS STATE OFFICE**

\_\_\_\_\_  
State Director Date

**USDI BUREAU OF INDIAN AFFAIRS  
GREAT PLAINS REGION**

\_\_\_\_\_  
Regional Director Date

**USDA FOREST SERVICE  
ROCKY MOUNTAIN REGION**

\_\_\_\_\_  
Regional Forester Date

**USDA FOREST SERVICE  
NORTHERN REGION**

\_\_\_\_\_  
Regional Forester Date

\_\_\_\_\_  
USFS Agreements Specialist Date

\_\_\_\_\_  
USFS Agreements Specialist Date

**STATE OF SOUTH DAKOTA  
WILDLAND FIRE, DEPT OF PUBLIC  
SAFETY**

*Robert Penz* 2/10/2025  
\_\_\_\_\_  
Cabinet Secretary Date



## Exhibit A. Glossary

This agreement utilizes the NWCG glossary definitions:

<https://www.nwcg.gov/publications/pms205/nwcg-glossary-of-wildland-fire-pms-205>

### 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:

1. Substances that are identified, classified, and regulated in the Code of Federal Regulations, Title 49 and Hazardous Materials Regulations 175.
2. 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,

## MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

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)).

## MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

**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.

## MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

**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. .

**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 South Dakota 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 South Dakota.

**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

## MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

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. Principal Contacts

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

**South Dakota Department of Public Safety,  
Wildland Fire**

Jay Wickham  
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Rapid City, SD 57702  
Phone: 605-393-8011  
E-Mail: jay.wickham@state.sd.us

**Bureau of Indian Affairs  
Great Plains Region**

Heath Estey  
115 4<sup>th</sup> Avenue SE, MC-301 Suite 400  
Aberdeen, SD 57401  
Phone: 605-226-7621  
E-Mail: Heath.Estey@bia.gov

**Bureau of Land Management  
Montana/Dakotas State Office**

Karly DeMars, State Fire Planner  
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Billings, MT 59105  
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E-Mail: kdemars@blm.gov

**National Park Service  
Midwest Region**

Paul Mancuso  
601 Riverfront Drive  
Omaha, NE 68102  
Phone: 402-651-4068  
E-Mail: pmancuso@nps.gov

**USDA Forest Service  
Rocky Mountain Region**

Angela Gee  
Asst. Director, R2 SFAM Cooperative Fire  
1617 Cole Blvd, Bldg 17  
Lakewood, CO 80401  
Phone: 970-278-6655  
E-Mail: angela.gee@usda.gov

**US Fish and Wildlife Service  
Mountain Prairie Region**

Brooke Malcolm  
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Lakewood, CO 80228  
Phone: 303-236-4305  
E-Mail: brooke\_malcolm@fws.gov

**USDA Forest Service  
Northern Region**

Chris (CJ) Johnson  
Asst. Director, R1 FAM Cooperative Fire  
26 Fort Missoula Rd  
Missoula, MT 59804  
Phone: 406-329-3409  
E-Mail: christopher.johnson5@usda.gov

## **Exhibit C. South Dakota Statewide Operating Plan**

### **South Dakota Statewide Operating Plan**

#### **Between**

#### **UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT**

Montana-Dakotas State Office

#### **NATIONAL PARK SERVICE**

Midwest Region

#### **BUREAU OF INDIAN AFFAIRS**

Great Plains Region

#### **UNITED STATES FISH AND WILDLIFE SERVICE**

Mountain Prairie Region

#### **UNITED STATES DEPARTMENT OF AGRICULTURE FOREST SERVICE**

Rocky Mountain Region

#### **UNITED STATES DEPARTMENT OF AGRICULTURE FOREST SERVICE**

Northern Region

#### **And**

#### **STATE OF SOUTH DAKOTA**

Department of Public Safety, Wildland Fire

This Operating Plan is hereby made and entered into by and between the Parties pursuant to the current South Dakota Master Cooperative Wildland Fire Management and Stafford Act Response Agreement (Agreement). This Operating Plan (OP), inclusive of any referenced attachments or Exhibits, is tiered to the Agreement. A formal modification to the Agreement is unnecessary but shall not contradict the Agreement.

All portions of this Operating Plan should be addressed. State if any item is not applicable, but do not remove the item. To facilitate review of this Operating Plan, do not change the format or delete sections. Items may be added as necessary to each of the sections.

## I. PURPOSE

This is a Statewide Operating Plan (OP) applicable to all signatory parties within the State of South Dakota. Its purpose is to address statewide issues affecting cooperation, interagency working relationships and protocols, financial arrangements, sharing of resources, and joint activities/projects. The Rocky Mountain Area Mobilization Guide, Northern Rockies Area Mobilization Guide, Great Plains Interagency Dispatch Center Mobilization Guide and Miles City Dispatch Center Mobilization Guide are considered part of this Operating Plan. Local level operating plans may be developed and tier to Cooperative Wildland Fire Management and Stafford Act Response Agreement for the parties listed above and further define local level operational issues.

Nothing herein shall be interpreted as obligating agencies to expend funds, or as involving the United States or the State of South Dakota in any contract or other obligation for the future payment of money in excess of appropriations authorized by law and administratively allocated for the work contemplated in this Agreement.

## II. 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 Agencies 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 Agencies 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 (IMTs).

## III. INTERAGENCY COOPERATION

Agencies party to this plan will operate under the concepts defined in the Department of Homeland Security's National Incident Management System (NIMS) and National Wildfire Coordinating Group (NWCG) guidance.

### 1. Interagency Dispatch Centers:

The primary dispatch center for Federal agencies and South Dakota Wildland Fire (SDWF) is the Great Plains Interagency Dispatch Center (GPC) located in Rapid City, SD. This dispatch center is the zone dispatch center for lands covered in this agreement, except for lands in Harding, Perkins and Corson Counties in South Dakota.

The primary dispatch center for lands within Harding County and all BLM personnel and resources, as well as local fire departments within Harding County is the Miles City Dispatch Center (MCC) located in Miles City, MT.

Lands managed by Dakota Prairie Grasslands in Perkins and Corson Counties will be dispatched by local 911.

The Great Plains Dispatch Center is a zoned dispatch center under the Rocky Mountain Geographic Area Coordination Center in Lakewood, CO.

- Rocky Mountain Geographic Area Coordination Center: <https://gacc.nifc.gov/rmcc/>
- Great Plains Interagency Dispatch Center: [https://gacc.nifc.gov/rmcc/dispatch\\_centers/r2gpc/](https://gacc.nifc.gov/rmcc/dispatch_centers/r2gpc/)

The Miles City Dispatch Center is a zoned dispatch center under the Northern Rockies Coordination Center in Missoula, MT.

## MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

- [Northern Rockies Coordination Center: Northern Rockies Coordination Center \(NRCC\) \(nifc.gov\)](#)
- Miles City Interagency Dispatch Center: [Miles City Interagency Dispatch Center \(nifc.gov\)](#)

The Coordination Centers and the Interagency Dispatch Centers will have an operations plan as outlined in the Interagency Standards for Fire and Aviation Management:

[https://www.nifc.gov/policies/pol\\_ref\\_redbook.html](https://www.nifc.gov/policies/pol_ref_redbook.html)

Assistance from rural fire departments will be requested through the local county dispatch offices and/or GPC. Local fire departments in Harding County are dispatched through MCC. Per South Dakota Law, requests from South Dakota Counties for state fire resources on large prairie wildfires will only be made by those authorized and designated by the county commissioners. All resource orders for federal wildland fire suppression resources requested by counties through SDWF will be routed through GPC. DPG lands where assistance from rural fire departments is needed for fire suppression will be dispatched using local 911. Rural fire departments will notify DPG and SDWF that they've taken suppression action and submit documentation (CTRs and/or shift tickets) to SDWF.

### 2. Interagency Resources:

All wildland fire agencies within South Dakota are limited by current agency staffing and funding levels. Fire management suppression capability will vary by time of year.

The organization of federal and state resources, equipment, aircraft, and facilities which are available for cooperative use, subject to each agency's regulations and procedures, are shown in the current South Dakota Wildland Fire Division Annual Fire Management Plan, and the current GPC Mobilization Guide or MCC Annual Operating Plan (BLM).

Each agency is responsible for advising the other when initial attack commitments adversely affect the other's ability to meet additional initial attack needs, or the ability to meet interagency commitments. Each agency will provide representation to the Local Multi-Agency Coordinating Group (LMAC). Unless otherwise agreed, the agency providing resources for move-up and cover will pay for base 8 salaries of its assisting resources. Overtime will be paid by the agency requesting coverage or whose initial attack or extended activities precipitated move-up and cover action. Further guidance on move-up and cover can be found in GPC 2024 Standard Operating Procedures (SOP) available from GPC Staff.

### 3. Standards:

Agencies agree on common standards and direction for land management and aircraft use. All personnel, as well as firefighters whose department has signed an agreement with the SDWF, will meet standards set forth in the most current version of National Wildfire Coordinating Group (NWCG) PMS 310-1 (Wildland Fire Qualification System Guide).

NWCG allows for accepting local qualifications within local jurisdictions during initial attack. During initial attack only, the agencies will honor local fitness standards of their departments when they respond on behalf of their constituencies in the protection of private or state lands adjacent or near federal lands. Such responding personnel and resources will be considered as cooperating resources of other jurisdictions and as such will not be considered as reimbursable resources having responded at the request of or on behalf of the protecting agency.

All cooperators dispatched outside of their local jurisdiction via the Interagency Dispatch System (IROC) will meet NWCG standards. NWCG allows agencies to require more stringent standards than the minimum for their agency specific personnel. <https://www.nwcg.gov/publications/310-1>

## MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

When entering into cooperative fire response agreements, BLM will ensure the following minimum required elements are included in the agreement:

- RFPA/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 Chapter 7 of the Interagency Standards for Fire and Fire Aviation Operations (Red Book); and
  - *RFPA requirement:* Have a basic level of wildland fire training, identified as the NWCG course S-190 and S-130, which can be modified to fit local needs. I-100 is not required, but ICS must be thoroughly covered within the applicable section of S-190 and S-130; or
  - *Local fire department requirement:* Have a basic level of wildland fire training. The NWCG course S-190 and S-130 are recommended, both courses can be modified to fit local needs.
- Pre-identified incident communication protocols (e.g. frequencies plans, points of contact, and interoperable radio hardware) will be established and followed.
- The Incident Command System (ICS) will be used to manage all incidents.

*(Interagency Standards for Fire and Fire Aviation Operations, Chapter 2: Agreements with Cooperators)*

#### 4. Supplemental Fire Department Resources (Exhibit G Not Applicable):

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 through a separate agreement managed by the State of South Dakota and Rapid City Fire Department.

#### 5. Jurisdictional Roles:

The agency having jurisdiction has overall responsibility for that incident; multi-jurisdictional incidents will result in shared responsibilities.

It is intended that all agencies/jurisdictions that manage, or are threatened by, an extended attack wildfire should participate in the development and approval of a strategic decision document for management of the incident. Agencies/jurisdictions will provide an agency administrator or representative to participate in the development of the incident objectives, strategies, and delegations of authority. The representative will have the authority to make decisions regarding financial obligations, resource ordering and management objectives.

**South Dakota Wildland Fire:** South Dakota Wildland Fire will have jurisdictional fire protection responsibility for all state and private forested lands within South Dakota. However, the BLM is the protecting agency for SDWF land in Harding County, SD for fires up to 10 acres. "Forested Lands" means any land which is at least ten percent stocked with trees and is outside the limits of any incorporated municipality. In the event of an emergency declaration by the governor, SDWF would be the jurisdictional agency on any state or private lands in SD. SDWF provides direct and reimbursable supporting protection on all federal, state and private lands within the exterior proclaimed boundary of the Black Hills National Forest in South Dakota (including exemption areas).

**United States Department of Agriculture - Forest Service (USFS):** The USFS is responsible for all management activities on National Forest and Grasslands. For this OP, the primary role of the USFS is wildland fire management, where the protection of human life is the overriding priority. Setting subsequent priorities will be based on the values to be



## MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

protected, human health and safety, and the cost of protection. The USFS will serve in a support role during structural fire protection operations and may assist in exterior structure protection measures where wildfires threaten improvements or where structures threaten wildland natural resources.

**United States Department of the Interior - Bureau of Land Management (BLM):** The BLM is responsible for wildland fire suppression activities on BLM lands. However, SDWF is the protecting agency for BLM land in SD outside of Harding County. The protection of human life is the overriding priority. Subsequent priorities will be based on values at risk, and cost of protection. BLM supports closest forces concept for initial attack on BLM lands.

**United States Department of the Interior - National Park Service (NPS):** The NPS is responsible for all wildland fire management activities on National Park lands. The NPS supports closest forces concept for initial attack within the park; however, the Incident Commander (IC) must coordinate with the park Duty Office for the appropriate decision for the management of the fire. Fire dispatching will be through the local Interagency Zone Dispatch Centers who will notify and/or coordinate with county and park as needed. Local communications or local Dispatch Center will notify the park of any reported fire affecting or threatening park land. For boundary fires, county communications or dispatch center will notify all affected agencies.

**United States Department of the Interior - Bureau of Indian Affairs (BIA):** The BIA has jurisdictional responsibility on BIA Trust lands for all wildland fire management activities. This jurisdictional responsibility extends to tribal trust property. SDWF is the protecting agency for BIA land in the Black Hills Fire Protection District. The BIA supports closest forces concept for initial attack within BIA boundaries. The initial attack IC must coordinate with the BIA Duty Office for the Appropriate Management Response decision.

**United States Department of the Interior - US Fish and Wildlife Service (FWS):** The FWS is responsible for all wildland fire management activities on National Wildlife Refuge and National Fish Hatchery lands in South Dakota. Currently all fire management activities on all FWS units in South Dakota are managed by a FWS Fire Management Officer. However, all FWS units participate as an interagency partner in local Service First/Blended Unit zone Fire Management organizations. The FWS supports closest forces concept for initial attack within FWS boundaries. Fire dispatching will be through the local Interagency Zone Dispatch Center, who will notify and/or coordinate with refuge/hatchery staff as needed.

## IV. PREPAREDNESS

### 6. Protection Planning:

Preparedness planning will follow guidelines outlined in the GPC Fire Danger Operating Plan, updated annually.

#### a. State Agencies:

South Dakota Wildland Fire will have jurisdictional fire protection responsibility for all state and private forested lands within South Dakota. However, the BLM is the protecting agency for SDWF land in Harding County, SD for fires up to 10 acres. "Forested Lands" means any land which is at least ten percent stocked with trees and is outside the limits of any incorporated municipality. In the event of an emergency declaration by the governor, SDWF would be the jurisdictional agency on any state or private lands in SD. SDWF provides direct and reimbursable supporting protection on all federal, state and private lands within the

exterior proclaimed boundary of the Black Hills National Forest in South Dakota (including exemption areas).

**b. Federal Agencies:**

The Black Hills National Forest (BKF) has jurisdictional responsibility for National Forest System lands shown on the latest land status maps of the Black Hills National Forest (including exemption areas). The BKF provides direct and reimbursable supporting protection on all Federal, state, and private lands within the exterior proclaimed boundary of the Black Hills National Forest in South Dakota and Wyoming (including exemption areas). The BKF upon request and as able, provides suppression assistance in support of all agencies outside of the exterior proclaimed boundaries of the Black Hills National Forest.

The Nebraska National Forest (NBF) has jurisdictional responsibility for National Forest System lands shown on the latest land status maps of the Nebraska National Forest including the Buffalo Gap National Grassland, Fort Pierre National Grassland, Oglala National Grassland, and the Samuel R. McKelvie National Forest. The NBF provides direct and reimbursable supporting protection on all other Federal, state, and private lands within the exterior proclaimed boundary of the Nebraska National Forest in South Dakota and Nebraska. The NBF upon request and as able, provides suppression assistance in support of all agencies outside of the exterior proclaimed boundaries of the Nebraska National Forest.

The Dakota Prairie Grasslands (DPG) has jurisdictional responsibility for National Forest System lands shown on the latest land status maps of the DPG. The DPG provides direct and reimbursable supporting protection on all other Federal, state, and private lands within the exterior proclaimed boundary of the Dakota Prairie Grassland in South Dakota. The DPG utilizes local and rural fire protection districts to provide fire suppression support on DPG lands within South Dakota.

The Custer Gallatin National Forest is the Jurisdictional Agency for its lands in South Dakota. The BLM Eastern Montana/Dakotas District provides direct suppression protection only on those federal lands (BLM and Forest Service) within the boundaries of Harding County, SD through the Montana Cooperative Wildland Fire Management and Stafford Act Response Agreement. Harding County, SD is within the boundary of the Northern Rockies Geographic Area. The remainder of South Dakota is within the Rocky Mountain Geographic Area boundary.

The BIA provides direct and reimbursable supporting protection on all federal, state, and private lands within South Dakota. The BIA upon request and as able, provides suppression assistance in support of all agencies outside of the exterior proclaimed boundaries of BIA Trust lands.

**7. Protection Areas and Boundaries:**

The following maps are included in Appendix A.

- Map 1 illustrates Great Plains Dispatch and Miles City Dispatch Center Response Areas applicable to this agreement.
- Map 2 illustrates the Black Hills Fire Protection District boundary.
- Maps 3 & 4 show Surface Ownership for Tribal Lands, Allotted Lands, and Fee Lands. The State of SD will be the initial first responders on these tracts due to distance and time from Pine Ridge and/or Rosebud Agencies and because of their location within the Black Hills. These tracts of land will be and/or are placed under trust which is for the benefit of an individual Indian or Tribe:
  - Trust acquisitions provide Tribes the ability to enhance housing opportunities for their citizens.

## MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

- Trust acquisitions are necessary for Tribes to realize the tremendous energy development capacity that exists on their lands.
- Trust acquisitions allow Tribes to grant certain rights-of-way and enter into leases necessary for Tribes to negotiate the use and sale of the natural resources.
- Trust lands provide the greatest protections for many communities who rely on subsistence hunting and agriculture that are important elements of Tribal cultures and life ways.

### 8. Methods of Fire Protection and Suppression:

- **Reciprocal (Mutual Aid) Fire Assistance:**

All fires less than 10 acres (Class A and B fires) will be considered mutual aid.

For fire greater than 10 acres (Class C and above), the mutual aid period is defined as the first 24 hours after the time of initial dispatch. Each agency shall assume its own full cost of expenditures of initial attack resources during the mutual aid period. When a fire extends beyond the mutual aid period, all costs, including those incurred in the mutual aid period will be included when billing the jurisdictional agency, or when developing a cost share agreement. The jurisdictional agency will be determined as soon as possible. Flight time and aerial delivered suppressants from fixed and rotor wing aircraft are not part of mutual aid and the requesting agency will be responsible for those costs. Items excluded from mutual aid are SDWF cooperator resources as per the South Dakota Department of Public Safety Wildland Fire Division Cooperative Agreement which provides a three-hour mutual aid period in a twenty-four hour period. Also excluded from mutual aid are NBF cooperator resources as per individual Cooperative Fire Agreements with local fire departments which have a four-hour mutual aid period.

Routine patrols of contained fires will be included as part of mutual aid even in the event the patrol takes place after the defined mutual aid period. SDWF cooperators may bill for patrol status outside of mutual aid.

Structure protection costs are not subject to mutual aid and such costs will be covered by the agency with direct structure protection authority. The cost of aviation resources including flight time and ordered standby outside of normal operating hours are not subject to mutual aid and will be covered by the benefitting agency.

Agencies that are not signatory to a specific Operating Plan are not obligated to provide Mutual Aid assistance for fires in that County.

- **Acquisition of Services:** Per an Interagency Agreement managed in the Northern Region, the BLM is the Protecting Agency for Custer Gallatin National Forest lands in South Dakota.

### 9. 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. When funding is being exchanged, implementation of such projects will require a separate, local agreement, or other appropriate written document, executed by the authorized signatories of the involved Parties. This may include a Supplemental Project Agreement, as in Exhibit I or other written document.

### 10. Fire Prevention:

Each party to the agreement will follow their own agencies policies and guidance as it pertains to prevention activities. The parties will look for opportunities to coordinate, share resources, messaging, and cost share when appropriate. Parties will share any prevention plans with other parties that are signatory to this agreement within the identified dispatch zones.

## MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

SDWF and the BKF will be jointly responsible for coordinating annual fire prevention activities within their areas of responsibilities.

CGNF and EMDD coordinate Prevention efforts on all CGNF lands in South Dakota.

**Smokey Bear Utilization:** Refer to agency specific guidance for Smokey Bear activities including Forest Service Manual 3100, Chapter 3110, and Forest Service Manual 5100, Forest Service Handbook 5109.18-2019.1, Chapter 20, The Smokey Bear Act, P.L. 82-359, as amended by P.L. 93-318, regulations of the Secretary of Agriculture (36 CFR 271), and The Consolidated Appropriations Act, 2021.

### **Information and Education:**

- **Data Sharing and Methods:** GPC and Zone/Unit FMOs will share data through mutually agreed methods as needed.
- **INFORM:** SDWF will certify fires that initiate on private land and burn onto federal lands. Federal agencies will certify fires that initiate on federal lands and burn onto private land. Agencies will follow their required process.
- **Fire Danger:** Fire Danger information is available on the GPC website.
- **Fire Prevention Signs:** Fire prevention signing is the responsibility of respective agencies for their jurisdictional areas.

**Public Fire Information:** Information duties are the responsibility of the protecting agency. The Great Plains Fire Information group is responsible for providing initial attack incident information. Blog posts and or social media are approved by the jurisdictional agency and issued by the group. News releases are issued through the jurisdictional public affairs offices of each agency. Coordination of news releases is encouraged for multi-jurisdictional incidents. Once an incident becomes complex, information duties will be specified in the appropriate delegation of authority.

**Red Flag Operations:** Red Flag warnings are issued by the National Weather Service (NWS) and disseminated through GPC and other agency processes.

**Drought Information:** Drought information and related fire prediction is provided by the NWS and Rocky Mountain Predictive Services.

**Firewise:** All agencies will incorporate common Firewise/Fire Safe terminology in all consultations with homeowners in relation to home protection and defensible space.

**Land Use Planning - Wildland-Urban Interface (WUI):** Land use planning is a function of local County government in cooperation with input from Federal and State fire management professionals.

**Defensible Space and Fuels Treatment:** Defensible space and fuels treatment within the WUI are collaborative functions of the respective jurisdictional agency representatives, and local property owners. SDCL 21-10-26 and 21-10-27 address the abandonment of untreated logging slash in a timber harvesting operation consisting of ten acres or more as a public nuisance. Abandonment of untreated logging slash in a timber harvesting operation of ten acres or more is a Class 1 misdemeanor.

### **11. Public Use Restrictions:**

Restrictions are managed at the local/zone level through Zone Dispatch Area Boards and/or Local Multi-Agency Coordination (LMAC) Groups. Parties to this plan agree to support coordinated local/zone level restrictions. Restrictions and closures are coordinated with individual counties and through the GPC Board of Directors.

## MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

Parties to this agreement (CGNF, EMDD, SDWF) within the Miles City Restrictions Area coordinate Restrictions within the Miles City Zone. [The NRCG Restrictions Guide](#) is available online.

Imposing fire restrictions is the responsibility of the agency administrator of each agency. The decision to enter into Stage 1 or 2 fire restrictions is based on current and expected weather and fuel conditions, and the frequency of human caused wildfires and their cause. Should an agency or government impose fire restrictions within their jurisdiction, enforcement of those restrictions is incumbent upon the agency that imposes the restriction.

Restriction information for federal lands can be found at <http://blackhillsfirerestrictions.com/>

### 12. Burning Permits:

Burning permits are required for all open burning in the Black Hills Forest Fire Protection District as provided for in South Dakota State law (SDCL. 34-35-16).

Burning permits for debris/slash pile burning are issued by GPC on behalf of SDWF or they can be obtained online. Burning permits for campfires are issued by the local SDWF Fire Management Officer.

Permits for campfires on BKF lands may be issued by agency administrators.

Broadcast burning, pile burning and campfire permitting on BLM administered lands, both within and outside of the Black Hills Fire Protection District, is under the authority of the BLM South Dakota Field Manager.

### 13. Prescribed Fire (Planned Ignitions) and Fuels Management:

Agencies may enter into project and/or financial plans that define roles and conditions for participating and/or assisting in the planning and implementation of prescribed burns and other hazardous fuels reduction activities. Such participation and/or assistance will adhere to individual agency authority, policy, and business practices. The host agency (the agency that is jurisdictionally responsible for land management or the agency that has an agreement with the land-owning entity to provide for land management) will be responsible for initiating and developing the project and/or financial plans.

**Cooperative Fuels Management Projects:** Each project undertaken under the terms of this agreement will require an approved Prescribed Fire Burn Plan. The Prescribed Fire Burn Plan, signed by authorized line representatives of each agency cooperating on the project, shall briefly summarize the nature of and the reasons for the joint project and shall display the estimated project costs (including administrative costs), project benefits, suppression cost responsibilities should an escape be declared a wildfire, and the respective implementation costs to be assumed by each jurisdiction involved in the project.

SDWF will represent all other South Dakota state agencies that may be involved when their lands are involved in a joint prescribed burn. This representation includes coordination, signatory to burn plan, dispatching, processing bills and making payments.

Whenever possible, prescribed burn projects should be planned and responsibilities, costs, and benefits, other than suppression cost responsibility, apportioned so that the project can be conducted with a minimum monetary exchange.

The Prescribed Fire Burn Plan will include all standards and specifications for project execution as provided for or required by each respective agency. Each agency will determine and certify the qualifications of its own personnel and equipment for prescribed fire positions using jointly agreed upon interagency prescribed fire qualification standards.

## MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

Agencies agree to provide resources, subject to availability, in support of and as requested by the other agency for assistance in implementing fuels reduction and other fire or fuels related activities.

**Fuels and Prescribed Fire Management Support:** Agencies are encouraged to cooperate with one another in completing prescribed burning and fuel treatment projects. This support may be in the form of personnel and/or equipment assistance (paid or contributed) as provided for in this Agreement and other participating agreements.

In the case of fire management support, the cooperating agency may bill the receiving agency for all costs associated with providing assistance, exclusive of normal administrative and dispatch support (occurring during normal work hours). This includes but is not limited to vehicle costs (mileage or hourly), regular hourly wages (operations personnel), and over-time wages (operations personnel). Such reimbursable costs must be identified prior to implementation and documented through resource orders or other documentation.

**Escaped Prescribed Fires:** All protocols and procedures pertaining to wildfire response, suppression, and business practices will be followed from the point in time that a prescribed fire escapes control and is declared a wildfire.

### 14. Smoke Management:

Parties to this operating plan agree to follow federal and South Dakota State Law and Department of Agriculture and Natural Resources procedures along with any associated permitting requirements.

**15. Structure Protection:** The operational role of the federal agencies as partners in the wildland urban interface are wildland firefighting hazard reduction, cooperative prevention, education, and technical assistance. Structural fire suppression is the responsibility of tribal, state, or local governments. Federal agencies and SDWF may assist with exterior structural fire protection activities under each agency's authority. Refer to the Interagency Standards for Fire and Aviation Operations for the following agencies:

- NPS: Chapter 3, Structural Fire and Hazardous Materials Response
- BLM: Chapter 1 (page 2), Clause 7 Wildland Urban Interface, 2001 Federal Wildland Fire Management Policy
- USFS: Chapter 5, Structure Exposure Protection Principles
- FWS: Chapter 4, Structure protection not notated in red book

## V. OPERATIONS

### 16. 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. Likewise, Protecting Agencies will promptly inform Jurisdictional Agencies whenever they take action on fires for which the Protecting Agency is responsible.

GPC or MCC will notify the jurisdictional agency of fires on or threatening their jurisdictional lands as soon as possible after the arrival of initial attack forces. Contacts within the GPC Mobilization Guide and MCC Annual Operating Plan will be used for notifications.

Follow agency standards for submission of final fire reports. Agencies agree to share final fire reports as requested.

## MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

Agencies will mutually agree to communicate with neighboring jurisdictions regarding the management of all wildland fires, especially those with multiple objectives.

### 17. Boundary Line Fires:

A fire adjacent to a protection boundary or located in an area of undetermined jurisdiction will be the initial attack responsibility of protecting agencies on both sides of the boundary. If multiple agencies are engaged in a fire on or near common boundaries, the agency representatives shall convene as soon as possible to mutually agree upon the fire strategy and delegate an Incident Commander (IC). If the fire is confined to a single jurisdiction, that agency will designate an IC. It shall be the responsibility of the jurisdictional agency to provide or mobilize replacement forces.

Initial attack procedures for fires within the jurisdictional areas of all agencies are defined by SOP's. Resources responding within the operational guidelines of these SOPs including any additional resources ordered through GPC by the fire command will be included as reimbursable assistance to the jurisdictional agency excluding the agreed upon mutual aid period.

Resources responding on behalf of any other agency or cooperator, whether or not a party to this Operating Plan and parent agreement, which respond independent of the agreed to dispatch procedures defined for GPC will be considered as having responded as a cooperator with a vested interest. For purposes of this Operating Plan such cooperative assistance will not be reimbursed and is considered a cost borne by the cooperator based on their vested interest.

The first arriving suppression resource regardless of agency will assume command of an incident and will remain in command until such time that a qualified replacement is on scene and a formal transfer of command has occurred.

### 18. Independent Action on Lands Protected by Another Agency:

Independent actions are discouraged. Parties to this Operating Plan agree to cooperate under the terms of the Master Agreement.

### 19. Response to Wildland Fire:

- A. State Agencies** - Fires originating on non-Federal land will be suppressed by the Jurisdictional Agency. Fires will be suppressed using commonly accepted suppression tactics including but not limited to direct attack, indirect attack, point protection and combinations of all tactics with consideration to the values at risk and the health and safety of the public and firefighters.
- B. Federal Agencies** - Management response to a wildland fire on federal land is based on objectives established in the applicable Land and Resource Management Plan and/or Fire Management Plan.

Response to wildland fires can be based upon ecological, social and legal consequences of the fire. The appropriate response to the fire is dictated by:

- The circumstances under which a fire occurs
- The likely consequences to firefighter/public safety and welfare
- Values at risk:
  - a. The natural/cultural resource values to be protected
  - b. The risk to personal property, structures and infrastructure

BIA – All unplanned fires will be suppressed on all Trust land with local resources through GPC or the local BIA agency dispatch center. The local BIA dispatch center will make contact with GPC.

## MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

Initial attack dispatch levels will be determined by the GPC SOP as approved by the GPC Board of Directors (BOD) for all Response Zones in the Black Hills Forest Fire Protection District. Run cards have been developed for all response areas and will be validated annually by the GPC Operations Committee. Jurisdictions may augment initial responses as deemed necessary and coordinate such action through GPC.

Dispatching and resource order process will be determined by the GPC SOPs approved by the BOD for initial attack areas and for extended attack operations.

Initial attack dispatch levels for CGF lands within Harding County will be determined by the EMDD and described in the Miles City Dispatch Operating Plan.

All agencies support and use the Incident Command System (ICS) or National Incident Management System (NIMS). All fires will have an incident commander who is in control of the incident. Unified command may be employed on fires that involve multiple protection jurisdictions. Jurisdictions declaring a vested interest in suppression operations are encouraged to participate within the unified command structure.

### **C. Special Management Considerations:**

Areas requiring special management considerations are areas such as wilderness areas, wetlands, archaeological sites, botanical areas, road less areas, research natural areas, or other areas identified in land management planning documents, urban interface areas and all other areas which by their uniqueness, require special fire management procedures for protection. These will be identified by the local jurisdictional agency representatives responding to the incident. Any requests for surveys, inspections, or restorations of any areas requiring special management considerations will be a cost born by the jurisdictional agency. Suppression costs in these areas will be negotiated on a case-by-case basis and documented in a cost-share agreement if required.

**BLM** – Primary areas which require special consideration include:

- Fort Meade Recreation Area ACEC in Meade County. Heavy equipment and retardant use must be authorized by the agency administrator.
- Fossil Cycad ACEC in Fall River County. Heavy equipment and retardant use must be authorized by the agency administrator.
- Sage-grouse habitat in Butte and Harding Counties. Guidance for suppression strategies and tactics in sage-grouse habitat as well as a map of sage-grouse priority and general habitat management areas are included in Appendix B.

**BIA** - Primary areas which require special considerations can be found in the BIA Fire Management Reference System. Maps of identified archaeological sites are not made public but may be obtained from the agency administrator if needed.

**USFS** - Primary Black Hills National Forest areas which require special considerations include the Black Elk Wilderness, Inyan Kara Mountain, Fort Meade VA Hospital Watershed, Black Hills Experimental Forest, Spearfish Canyon, Peter Norbeck Scenic Byway, Sturgis Experimental Watershed, Norbeck Wildlife Preserve, Research Natural Areas (as designated) and botanical areas consisting of: Upper Sand Creek, Dugout Gulch, Bear/Beaver Gulches, Higgins Gulch, Englewood Springs, Black Fox Valley, North Fork Castle Creek, and the McIntosh Fen and other areas identified as Retardant Avoidance Areas. Reference BKF Land and Resource Management Plan.



## MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

Primary Nebraska National Forest areas which require special considerations include the Red Shirt Recommended for Wilderness Area, the Indian Creek Recommended for Wilderness Area, the West Wall Research Natural Area, munitions disposal sites associated with the former Black Hills Army Depot, and other areas identified as Retardant Avoidance Areas.

Primary Custer Gallatin National Forest areas within Harding County which require special considerations include Castles National Landmark and Riley Pass reclamation area, and other areas identified as Retardant Avoidance Areas. Reference CGF land and Resource Management Plan.

### **20. Decision Process:**

Federal Agencies will use the Wildland Fire Decision Support System (WFDSS) for this purpose. The non-federal agencies are encouraged to participate in the WFDSS for supporting decisions during multi-jurisdictional incidents.

State Agencies - If not utilizing WFDSS, utilize the current state process for analysis and complexity for all state responsibility fires, including fires that receive a FEMA declaration.

### **21. Cooperation:**

Collaboration between agencies should occur early in the incident, on strategy and tactics to be used to prevent an unwanted wildland fire from crossing the jurisdictional boundary, and in developing mitigations which would be used if a wildland fire does cross jurisdictional boundaries. If the reason the fire spreads to another jurisdiction is attributed to a strategic decision, versus environmental conditions (ex. weather, fuels, topography, fire behavior) or tactical considerations (ex. firefighter safety, resource availability) that preclude stopping the fire at jurisdictional boundaries, the managing jurisdiction may be responsible for wildfire suppression costs.

### **22. Communication:**

Close and timely communications are required with neighboring jurisdictions regarding the management of all wildland fires, especially those with multiple objectives. Communications should occur annually and during the early stages of wildland fires. Agencies managing fires, especially those with multiple objectives, should consider firefighter and public safety, predicted weather conditions, resource drawdown, proximity to values at risk, smoke, current and anticipated fire activity and time of year. Neighboring jurisdictions should provide prompt notification to agencies when concerns exist about fires that are managed strategically and have the potential to impact adjacent jurisdictions.

### **23. Cost Efficiency:**

Jurisdictions will identify conditions under which cost efficiency may dictate where suppression strategies and tactical actions are taken (i.e., it may be more cost effective to put the containment line along an open grassland than along a mid-slope in timber). Points to consider include loss and benefit to land, values at risk, resource, social and political values, and existing legal statutes. Federal Agencies will use the Wildland Fire Decision Support System (WFDSS) for this purpose. The non-federal agencies are encouraged to participate in the WFDSS for supporting decisions during multi-jurisdictional incidents. If not utilizing WFDSS, utilize the current state process for analysis and complexity for all state responsibility fires, including fires that receive a FEMA declaration.

### **24. Delegation of Authority:**

Parties to this Operating Plan accept that each agency has their own procedures for delegation of authority. Policy of the Federal Agencies requires that for all fires which escape initial suppression action, a Delegation of Authority will be used to transfer authority and manage actions on an incident from the Agency Administrator(s) to the Incident Commander. For all fires for which State Agencies

## MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

has assumed control, the State Agency will use a Delegation of Authority to transfer authority and manage actions to the Incident Commander.

Refer to the Delegation of Authority to Manage Type 3-5 Incidents within the Great Plains Fire Response Area. More complex incidents will require a new delegation of authority.

### 25. Preservation of Evidence:

Evidence will be preserved in accordance with applicable Agency regulations and policies. Agencies will notify each other whenever a fire on the other's jurisdiction is suspected to be person-caused. The jurisdictional agency will make a determination and be responsible for requesting a fire investigator on their lands, if warranted, through GPC. CGF coordinates with EMDD and Miles City Dispatch Center to request a fire investigator.

- BIA: On Tribal Trust Land, a BIA fire investigator should be ordered. If not available, a qualified fire investigator will be ordered.
- BLM: In the case of a human caused wildfire that originates on BLM managed lands within the SDFO, a fully qualified INVf (Cause and Determination Specialist) and BLM Law Enforcement Officer will be requested. For human caused wildfires ignited on adjacent land ownership and severely affecting BLM lands, an INVf and federal LEO will coordinate with local investigators and law enforcement officers.

Specific agency references to use for guidance in case of trespass fire on BLM lands in the SDFO are found in the NWCG Wildfire Cause and Determination Handbook, PMS 412-1 and the BLM Fire Trespass Handbook H-9238-1.

The costs of fire investigation will follow mutual aid guidelines or in the case of a multi-jurisdictional fire, based on the incident cost-share agreement. Generally speaking, fire investigation reports should be submitted to the jurisdiction(s) authority within 15 days following an investigation request. All investigation information is the property of the jurisdictional agency and will be shared between agencies when requested in a timely manner.

All agencies will be responsible for adjudicating criminal and civil fire trespass on their own jurisdiction. In the event that both or additional jurisdictions are involved, it may be a joint responsibility.

## VI. USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

### 26. Cost Share Agreement (Cost Share Methodologies)

Involved agencies should discuss how costs will be shared when a fire spreads into another jurisdiction. The type of cost share methodology utilized will vary according to a great variety of environmental, resource, tactical, political, and other considerations. The following factors should be discussed in order to clarify how such factors will influence the ultimate selection of a cost share methodology for any given wildland fire.

- The cost sharing methodologies that will be utilized should wildfire spread to a neighboring jurisdiction in a location where fire is not wanted.
- The cost share methodologies that will be used should a jurisdiction accept or receive a wildland fire and manage it for multiple objectives.
- Any distinctions in what cost share methodology will be used if the reason the fire spreads to another jurisdiction is attributed to a strategic decision, versus environmental conditions (e.g., weather, fuels, topography, and fire behavior) or tactical considerations (e.g., firefighter safety,

## MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

resource availability) that preclude stopping the fire at jurisdictional boundaries. In such instances, the managing jurisdiction may be responsible for wildfire suppression costs.

Examples of cost sharing methodologies may include, but are not limited to:

- Each jurisdiction pays for its own resources – fire suppression efforts are primarily on jurisdictional responsibility lands.
- Each jurisdiction pays for its own resources – services rendered approximate the percentage of jurisdictional responsibility, but not necessarily performed on those lands.
- Cost share by percentage of ownership.
- Cost is apportioned by geographic division or 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.
- 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.
- For USFS, if the identified cost share methodologies are not used, then the Regional Forester will need to review and approve any of the cost share deviations.

Cost-share agreements for size Class C and above fires will be negotiated on a per fire basis regardless of selected strategies and tactics including those fires that may be managed for multiple objectives.

- The agencies agree that all reasonable and necessary costs incurred to meet the protection responsibilities within each agency's direct protection area will be the responsibility of that agency. The agencies agree that in the event a nongovernmental contract resource is used on an incident that the agency requesting the resource may make payment for services rendered directly to the contract resource under another agency's contract. Federal agencies can only pay from nonfederal contracts if a federal contracting officer reviews and cosigns the nonfederal contract. Typically, suppression actions and their associated costs are driven by perceived threats to values at risk. Values at risk may, in turn, require more intensive suppression efforts and therefore, higher suppression costs in one agency's direct protection area than in another. These situations will be considered when determining each agency's share of costs for an incident.
- For fires where values at risk are typically associated with natural resources on undeveloped lands and when those resources are uniform across jurisdictions it is usually appropriate to share costs based on the percentage of acres burned on each jurisdiction. Fires occurring within urban interface areas with high value improvement at risk or whenever resource values (natural or other) differ significantly across jurisdictions may require an assessment of suppression efforts (costs) directed at protection of respective resources/values are required. This assessment may provide the basis for identifying cost-shares in the agreement. Unless unusual circumstances exist, it is the intent of this Operating Plan that a cost-share agreement will be completed prior to the fire being declared contained for all extended attack fires.
- For temporary support level functions, pre-positioning of suppression resources, or facilities established during periods of extraordinary fire activity or as authorized under Fire Severity conditions defined by each jurisdiction, similar cost sharing procedures may be used.
- SDWF receives its procurement authority from state laws and is therefore not subject to federal procurement laws. Whenever SDWF is responsible for the management of an incident SDWF will comply with state laws and regulations covering procurement. Procurement costs by one

agency in support of another that are reasonable and prudent may be charged to the protecting agency as a condition of reimbursable assistance.

- Equipment loaned by one party to another shall be ordered through normal dispatching channels. Loaned equipment becomes the responsibility of the borrower and shall be returned in the same condition as when received, normal wear accepted. The borrower will repair damages in excess of normal wear and will replace items lost or destroyed.

The Dakota Prairie Grasslands will reimburse the SDWF for fire department resources used for initial attack on DPG lands in accordance with the established rates set forth in the current South Dakota Department of Public Safety Wildland Fire Division Mini Mobilization Guide.

## **27. Training:**

The GPC Board of Directors and the Great Plains Zone Training Committee are responsible for coordinating fire training for agencies within the Great Plains Zone. All 100 and 200 level course offerings are coordinated by local agencies; and 300 and 400 level course offerings are coordinated through the Rocky Mountain Area Training Committee, a subcommittee of the Rocky Mountain Area Coordinating Group (RMCG). Training schedules will be shared and opportunities to combine training will be pursued.

All training classes offered by the respective agencies will be conducted according to standards set forth in the latest edition of the NWCG Field Managers Course Guide (PMS 901-1) and PMS 310-1 using the most current version.

## **28. Communication Systems:**

All parties to this Operating Plan may use the other's radio frequencies as needed to conduct emergency operations. No party to this Operating Plan will use, or authorize others to use, another agency's radio frequencies for routine day-to-day operations.

Fire protection districts and fire departments on incidents, under the auspices of the county, are granted permission to use federal radio frequencies, if needed, to assure safety of the operation. All agencies to this plan are authorized to transmit on Interagency Air-to-Ground frequencies during wildfire incidents.

All agencies, fire protection districts and fire departments which use USFS and DOI frequencies for tactical or command purposes must have radios programmed with narrow band mode to facilitate clear transmission and reception. Incidents which exceed initial attack may utilize Zone plans for tactical or command radio traffic. The Type 3 Incident Communication Plan uses standardized frequencies available to all agencies and departments in each Zone.

Any resource dispatched in the Black Hills Fire Response area will utilize established analogue frequencies identified in the Fire Danger Operating Plan.

## **29. Fire Weather Systems:**

Fire Potential/Fire Weather Products available at <https://gacc.nifc.gov/rmcc/index.php>.

Rocky Mountain Area Predictive Services (RMAPS) and the National Weather Service (NWS) provide a variety of products that are designed to support strategic and tactical decisions.

[Northern Rockies Predictive Services](#) and the National Weather Service provide a variety of products that are designed to support strategic and tactical decisions on CGF lands in Harding County.

NWS products are designed for tactical decision support. These products include, but are not limited to: Fire Weather Forecasts, Spot Forecasts and Smoke Management Forecasts. Specific office locations and products can be found at: <http://www.weather.gov/>.

## MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

The Rocky Mountain Annual Operating Plan between Land Management Agencies and the National Weather Service can be found at: <https://gacc.nifc.gov/rmcc/index.php>.

Remote Automated Weather Stations (RAWS) locations can be found in Appendix C. When dialing into a station make sure you hold down the PTT button an extra second or the station may not pick up the Voice Activation trigger.

- Long: voice read out will include air temperature, relative humidity, wind speed, wind direction, peak wind speed, peak wind direction, fuel moisture, fuel temperature, battery voltage, rain and solar radiation.
- Short: will list the station ID, air temperature, relative humidity, and wind speed.

The agency which owns the equipment is responsible for the maintenance and upgrades of equipment.

### 30. Incident Meteorological (IMET) Services:

Follow the ordering procedures outlined in the Rocky Mountain Area Mobilization Guide and the National Interagency Mobilization Guide for requesting and obtaining IMET services from the National Weather Service. The procedures shall be made in accordance with the provisions of the Interagency Agreement for Meteorological and Other Technical Services (IMET Agreement) and shall not conflict with the procedures of the Mobilization Guides. Reimbursement and expenditures for IMET Services shall follow the procedures detailed within the IMET Agreement.

SDWF in cooperating with South Dakota School of Mines will provide a meteorologist along with the National Weather Service.

### 31. Aviation Operations:

Aviation operations are governed by agency specific policies. Aircraft responding to fire suppression efforts will retain their own Agency's standards. Aircraft operating within the GPC area will be coordinated by GPC. Aircraft operating within Harding County, SD will be coordinated with MCC. Border fires or transfers will be coordinated between dispatch centers on a case-by-case basis.

Aircraft must be DOI/USFS approved for use on fires where federal resources are being used or where federal land is involved. Aircraft that are flying missions that have not received DOI/USFS inspections or approval, must remain under operational control of the agency who owns or has contracted the aircraft.

SDWF maintains agreements with South Dakota Department of Transportation and South Dakota National Guard for fire aviation resources.

**Powder River MOA** – Great Plains Dispatch will be the primary contact with Ellsworth Air Force Base for any fire aviation issues concerning the MOA.

## VII. BILLING PROCEDURES

(Refer to Exhibit D of the South Dakota Statewide Agreement–Reimbursable Billings and Payments)

### 32. Suppression Billing:

#### A. Billing information, provide:

- a. Agency name and billing address
- b. Financial Contact (name, phone, email)
- c. Unique Entity Identifier (UEI)
- d. Billing timeframes – Provide contact information for written request for extensions

## MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

beyond timeframes established in Exhibit D, Reimbursable Billings and Payments.

- e. Indirect Cost Rates, if applicable
- f. Identify a process for handling any supplemental billing information, summary data or additional billing documentation may be requested and provided if agreed upon by the Parties. The process should include:
  - i. Points of Contact
  - ii. Process for handling requests
  - iii. Any standardized reports information
- B. **Federal Billing Procedures:** Federal Agencies will not bill each other for fire suppression support. Federal agencies will submit bills for their reimbursable costs to STATE whenever a South Dakota State, county or local agency is the protecting agency and a billing is appropriate. Refer to Exhibit D.
- C. **State Billing Procedures:** South Dakota Wildland Fire serves as the coordinator for inter-jurisdictional wildland fire billing in South Dakota between the federal agencies and South Dakota state, county and local cooperators. In this role, South Dakota Wildland Fire receives, reviews, and processes invoices between the federal agencies and South Dakota cooperators. Refer to Exhibit D.

SDWF will represent all South Dakota Fire Departments (cooperators) who have signed a current South Dakota Department of Public Safety Wildland Fire Division Cooperative Agreement. The terms and conditions including reimbursement for services will be in accord with that agreement.
- D. **Billings Payable by STATE:** When the State of South Dakota is the jurisdictionally responsible agency for a fire pursuant to SDCL 34-35-15 and SDCL 5-18 and federal agencies provided resources, South Dakota Wildland Fire will receive reimbursement requests submitted by the federal agencies and review for appropriateness. After review, South Dakota Wildland Fire will reimburse the federal agency from state funds. Refer to Exhibit D of the Master Agreement.
- E. **Billings Payable by County or Local Agencies:** When a County within the State of South Dakota is the jurisdictionally responsible agency and federal agencies provided resources, South Dakota Wildland Fire will receive reimbursement requests submitted by the federal agencies and review for appropriateness. After review, South Dakota Wildland Fire will reimburse the federal agency from state funds and submit a bill to the County fire pursuant to SDCL 34-35-15 and SDCL 5-18. Refer to Exhibit D in the Master Agreement.

Agencies will share their respective incident numbers for cross referencing purposes, if requested.

## MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

### Billing Information

<b>South Dakota Wildland Fire</b> Attn: Brenda Even 3305 West South St. Rapid City, SD 57702 Phone: 605-393-8011 Email: <a href="mailto:brenda.even@state.sd.us">brenda.even@state.sd.us</a>	<b>Bureau of Land Management</b> Attn: Brandi Van Kleeck Montana/Dakotas BLM State Office – Fire Business Lead Department of the Interior – Regions 5 & 9 1299 Rimtop Drive Billings, MT 59105 Phone: 208-308-1050 Email: <a href="mailto:bvankleeck@blm.gov">bvankleeck@blm.gov</a>
<b>Bureau of Indian Affairs</b> Attn: Heath Estey, (cc) Dawn Hernandez 115 4 <sup>th</sup> Avenue SE, MC-301 Suite 400 Aberdeen, SD 57401 Phone: 605-226-7621 Email: <a href="mailto:heath.estey@bia.gov">heath.estey@bia.gov</a> <a href="mailto:dawn.hernandez@bia.gov">dawn.hernandez@bia.gov</a>	<b>National Park Service</b> Attn: Julie A. Bennett NPS Incident Business Management Specialist FMPC 3833 S. Development Ave. Boise, ID 83705 Email: <a href="mailto:jabennett@nps.gov">jabennett@nps.gov</a> <a href="mailto:NIFC_Suppression_Invoices@nps.gov">NIFC_Suppression_Invoices@nps.gov</a>
<b>Fish and Wildlife Service</b> Attn: Brooke Malcom 134 Union Blvd Lakewood, CO 80228 Phone: 303-236-4305 Email: <a href="mailto:brooke_malcom@fws.gov">brooke_malcom@fws.gov</a>	<b>US Forest Service</b> Attn: Regional Incident Business Specialist 1617 Cole Blvd, Bldg 17 Lakewood, CO 80401-2720 Phone: 720-467-4822 Email: <a href="mailto:Sm.fs.r2ibf@usda.gov">Sm.fs.r2ibf@usda.gov</a>

### 33. Billing Timeframes:

It is clearly and respectfully understood that all agencies have specific and differing business rules and deadlines. All signatory parties agree to clearly convey those rules and deadlines early in the process so as to promote timely and respectful responses and attendance to cost recovery efforts. Final itemized invoices should be submitted to the reimbursing agency following the direction in the South Dakota Master Cooperative Wildland Fire Management and Stafford Act Response Agreement.

### 34. Indirect Cost Rates:

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

- 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 15% 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 \$50,000 of each contract.
- For rates greater than 15%, 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.

## MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

- Failure to provide adequate documentation supporting the indirect cost rate, if requested, could result in disallowed costs and repayment to the federal agency.

### 35. Non-Billable Items:

The following items are NOT considered billable by the agencies:

- Agency overhead personnel performing agency specific duties and not assigned to the incident on a resource order.
- Non-expendable accountable property
- Agency specific Burned Area Emergency Rehabilitation (BAER) beyond suppression damage rehab
- Mutual aid costs unless otherwise stipulated in a cost share agreement

### 36. Billable and Shareable Items:

There are associated costs, not on resource orders, that both State and Federal Agencies incur in providing resources to an incident. Personnel, equipment, supplies or services provided by a supporting agency and essential to filling the resource order, which are necessary and reasonable, shall be considered as reimbursable. While, on the surface, they are not on an incident order, they are necessary to mobilize ordered resources or acquire services for the incident and are valid charges (i.e. mobilization of crews, equipment contractors, etc.). These associated costs that are a result of the incident are considered to be an added cost to the agency. While these activities may not be documented on a resource order, they will be billed using agency specific financial system reports. Examples include but are not limited to:

- **Dispatcher:** performing dispatch activity in support of the incident.
- **Airtanker personnel:** includes personnel working in support of the incident.
- **Warehouse personnel:** include local and regional cache/service center personnel performing activity in support of the incident.
- **May include Backfill:** reimbursement of backfill will be based on reimbursement guidelines and documentation submitted by requesting agency(s). Allowable backfill costs should be detailed in local Operating Plans, incident resource orders, and/or incident cost share agreements. The parties to this agreement recommend that appropriate backfill billable to the incident be limited to actual costs directly incurred by backfill resource.

**37. Invoice Preparation:** This category of expense is not allowable for reimbursement. A negotiated de minimis indirect rate fee is allowable and any changes to the rate or the process will include involvement from all parties and will not be retroactive.

**38. Incident Cost Review:** At a minimum, signatory agencies will meet as needed to discuss status of cost share agreements and inter-jurisdictional fires. Costs will be reviewed according to Federal and State review processes. Cost Share reconciliation spreadsheets will be presented and reviewed. A contact person for each agency will be identified and be responsible for ensuring costs to date are presented for their agency. Agency contacts will set dates and locations for meetings.

**39. Electronic Funds Transfer (EFT):** The STATE shall designate a financial institution or an authorized payment agency through which a federal payment may be made in accordance with U.S. Treasury Regulations, Money, and Finance at 31 CFR 208, which requires that federal payments be made by EFT.



**40. Billing Content:** At a minimum, bills will contain:

- Cooperator name, address, phone number and agency financial contact
- Invoice or bill number
- Agreement number
- Resource order number
- Inclusive dates
- Name of incident and incident number
- Location and jurisdictional unit
- Appropriate incident number and agency job code
- Summary cost reports generated by the agency to support the billing
- Applicable cost share agreement(s)
- Signature and title of agency official

Cost source documents will not be required unless summary cost data is disputed or needed to fulfill review requirements (e.g., State Responsibility Fire or FEMA fire), or for determining allowable costs under a cost-share agreement. Summary cost data will include, but is not limited to, a list of personnel expenses including base, overtime, benefits and travel and a listing by vendor name and amount spent for supplies and services procured.

STATE – The Overhead Assessment Rate for STATE is a fixed percentage rate as determined by a process provided for under Title 2 of the Code of Federal Regulations, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards to recover those costs that cannot be directly charged to the project. The rate and any percentage updates for the effective dates of this Operating Plan will be provided to the parties' signatory to this Operating Plan.

USDA Forest Service – The Overhead Assessment Rate for the USFS is published in the Annual Program Direction. The rate for the effective dates of this Operating Plan will be provided to the parties signatory to this Operating Plan.

DOI Bureau of Land Management – The Overhead Assessment Rate for the BLM is published annually in a Washington Office Instruction Memo (IM). The rate for the effective dates of this Operating Plan will be provided to the parties signatory to this Operating Plan when the IM is published.

DOI National Park Service – The Overhead Assessment Rate for the NPS is published annually in the Assessment and Restoration Handbook. The rate for the effective dates of this Operating Plan will be provided to the parties signatory to this Operating Plan when the Assessment and Restoration Handbook is published.

DOI Fish and Wildlife Service – The Overhead Assessment Rate for the FWS is published annually in FWS Manual Part 274. The rate for the effective dates of this Operating Plan will be provided to the parties signatory to this Operating Plan when the FWS Manual Part 274 is published.

DOI Bureau of Indian Affairs – The Overhead Assessment Rate for the BIA is published annually. The rate for the effective dates of this Operating Plan will be provided to the parties signatory to this Operating Plan when published.

## MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

- 41. Payment Due:** All bills will be paid in accordance with the paying agency's prompt payment procedures. Voucher difference statements will accompany any payment made that is different than the amount billed.
- 42. Contested 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.
- 43. Obligations:** For year-end obligation purposes, federal agencies will submit estimated unpaid obligation figures to STATE by June 1. STATE will submit estimated unpaid obligation figures to the federal agencies by September 1 for the current billing year. All obligations will be submitted by incident name, date, incident number and Fire Code.
- 44. Fee Based Services** – Billings will be in accordance with separate written agreement or contract(s).
- 45. Non-Suppression Billings:** As described in this Operating Plan, the Parties may jointly conduct cooperative projects and/or share resources to carry out non-suppression activities in support of interagency fire management. These joint projects or activities may involve sharing of costs and/or a transfer of funds between the Parties involved, at which time a separate, local agreement, procurement, or other appropriate written document will be required. Billing will be defined under the terms of that document.
- Rates for SDWF cooperators will be consistent with those established in the South Dakota Department of Public Safety Wildland Fire Division Mini Mobilization Guide.

### **46. Stafford Act Billings**

- Refer to Exhibit H of the South Dakota Statewide Fire Management and Stafford Act Response Agreement – Use of and Reimbursement for Shared Resources in Stafford Act Response Actions.
- Billing timeframes – Provide contact information and process required for any written request for extensions beyond timeframes established in Exhibit H of the Statewide Fire Management and Stafford Act Response.

## **VIII. GENERAL PROVISIONS**

- 47. Principal Contacts:** Refer to Exhibit B of the South Dakota Statewide Fire Management and Stafford Act Response Agreement – Principal Contacts.
- 48. Personnel Policy (Not Applicable):** Exhibit G – Supplemental Fire Department Resources. List personnel to be mobilized under the terms of that Exhibit by name, position(s), and identified as Single Resource. While on assignment, these individuals are (XX) FD employees and the (XX) FD will be reimbursed for their actual costs.
- 49. Modification:** Modifications within the scope of this Operating Plan shall be made by mutual consent of the Parties, through the issuance of a written modification signed and dated by all Parties prior to any changes being performed. Any Party shall have the right to terminate their participation under this Operating Plan by providing six months advance written notice to the other Parties.
- 50. Annual Review:** This Operating Plan is reviewed annually by March 1 and revised, as needed.
- 51. Duration of Operating Plan:** This Operating Plan is executed as of the date of last signature and remains in effect for five years unless modified or superseded.

If the current South Dakota Statewide Fire Management and Stafford Act Response Agreement is superseded by a new Agreement, this Operating Plan may remain in effect to the extent that it does not conflict with provisions of the new Agreement, but only until such time that all activities and conditions

## MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

can be incorporated into a new Operating Plan.

**52. Previous Instruments Superseded:** List, as applicable.

**53. Authorized Representatives:** By signature below, all signatories to this Operating Plan certify that the individuals listed in this document are authorized to act in their respective areas for matters related to this Operating Plan.

IX. REVIEW AND SIGNATURES

**USDI FISH AND WILDLIFE SERVICE  
MOUNTAIN PRAIRIE REGION**

**ANNA MUNOZ** Digitally signed by ANNA MUNOZ  
Date: 2025.01.06 14:52:31 -07'00'

Regional Director Date

Contracting Officer FWS-19072 Date

**USDI BUREAU OF LAND MANAGEMENT  
MONTANA-DAKOTAS STATE OFFICE**

**SONYA GERMANN** Digitally signed by SONYA  
GERMANN  
Date: 2024.12.17 18:40:02 -07'00'

State Director Date

**USDA FOREST SERVICE  
ROCKY MOUNTAIN REGION**

**Andrea Delgado** Digitally signed by Andrea Delgado  
Date: 2025.04.15 13:26:51 -06'00'

Regional Forester Date

**LISA STREET** Digitally signed by LISA STREET  
Date: 2025.04.17 14:20:54 -06'00'

USFS Agreements Specialist Date

**STATE OF SOUTH DAKOTA  
WILDLAND FIRE, DEPT OF PUBLIC  
SAFETY**

**Robert Penz** 2/10/2025  
Cabinet Secretary Date

**USDI NATIONAL PARK SERVICE  
MIDWEST REGION**

**HERBERT FROST** Digitally signed by HERBERT  
FROST  
Date: 2025.01.22 16:43:40 -06'00'

Regional Director Date

**USDI BUREAU OF INDIAN AFFAIRS  
GREAT PLAINS REGION**

**OLIVIA STEVE** Digitally signed by OLIVIA STEVE  
Date: 2025.03.27 11:43:36 -05'00'

Regional Director Date

**USDA FOREST SERVICE  
NORTHERN REGION**

**LEANNE MARTEN** Digitally signed by LEANNE  
MARTEN  
Date: 2024.12.19 07:07:08 -07'00'

Regional Forester Date

**LINDSAY GILMAN** Digitally signed by LINDSAY  
GILMAN  
Date: 2024.12.18 12:14:37 -07'00'

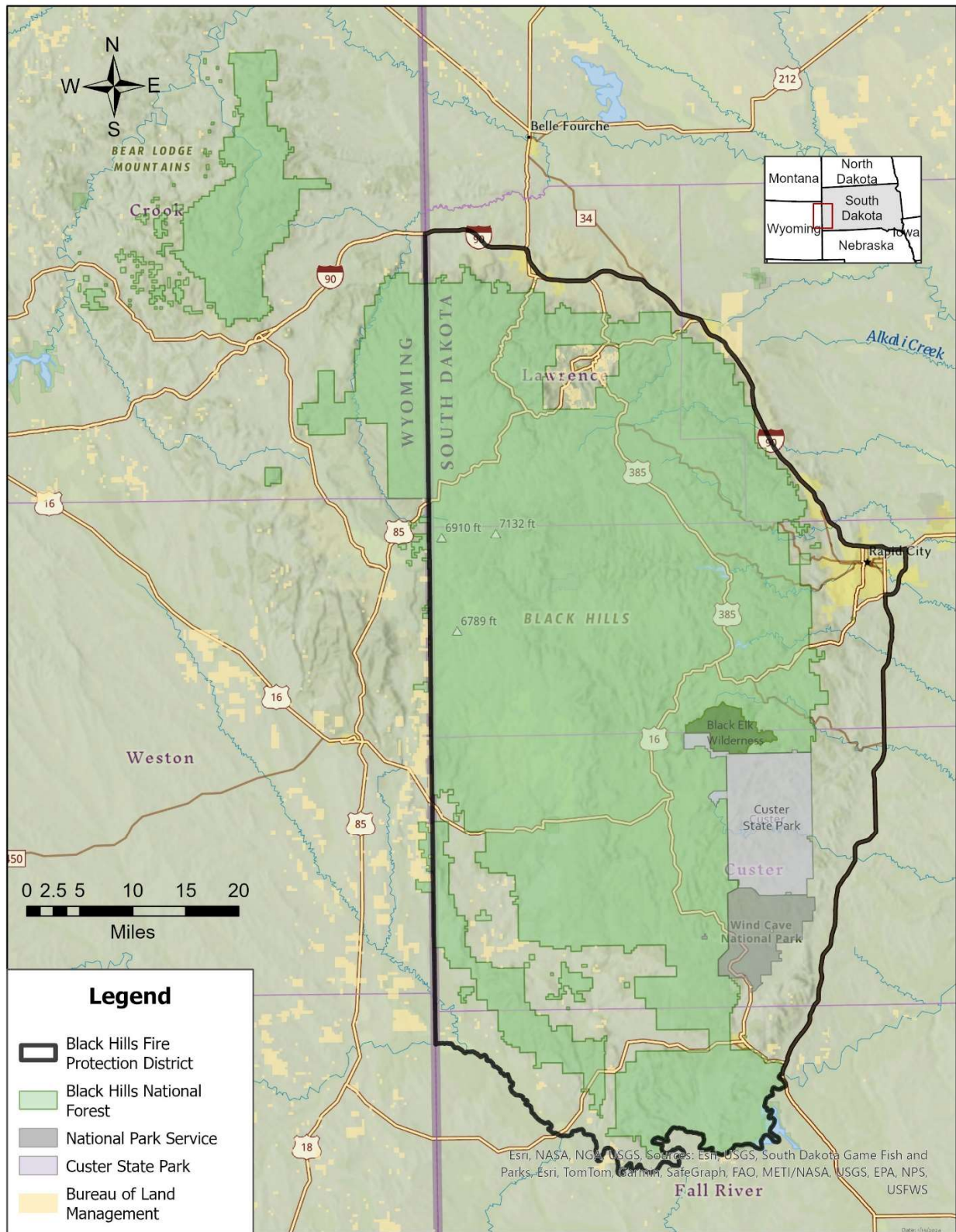
USFS Agreements Specialist Date

**APPENDIX A**



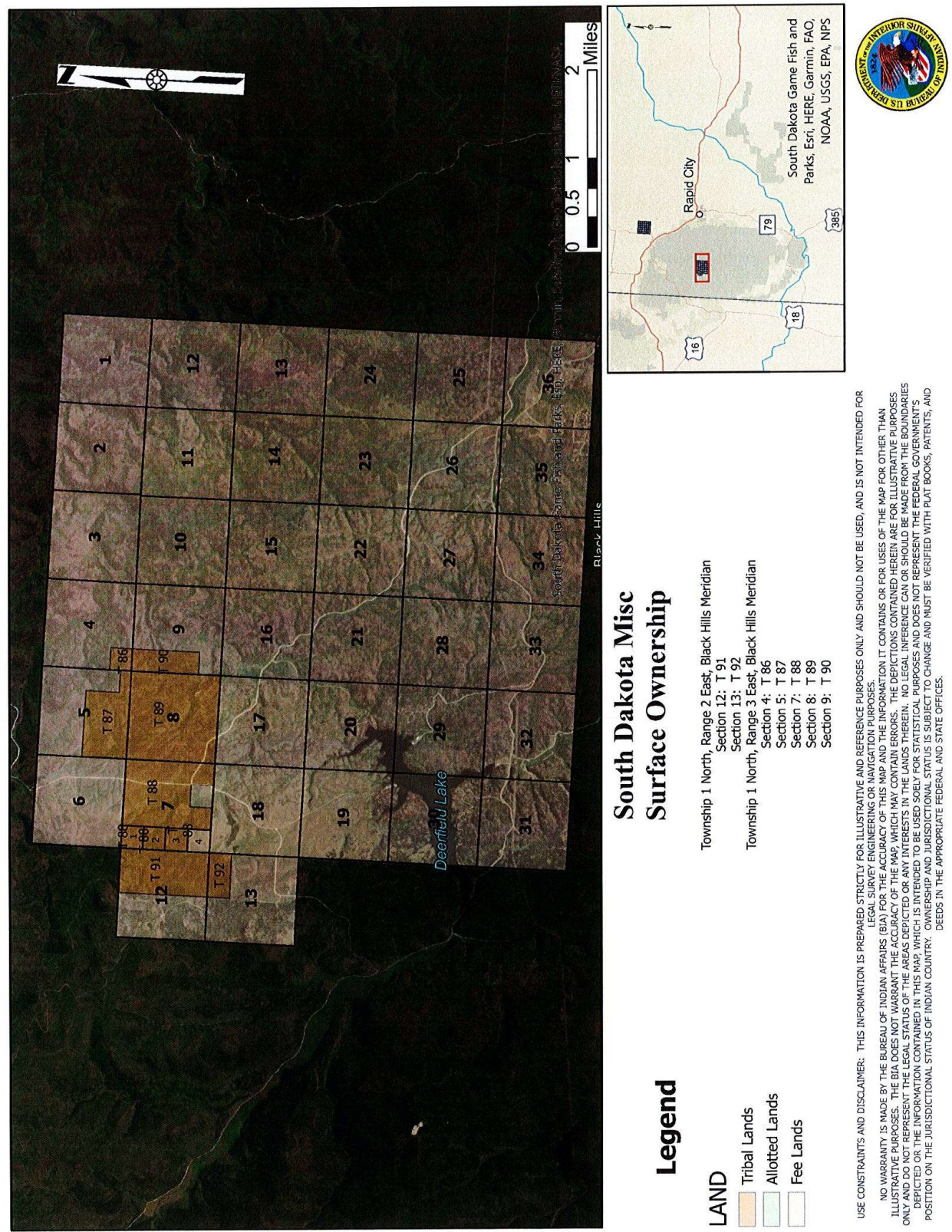


Map 2: Black Hills Fire Protection District Boundary.





Map 3: Surface Ownership for Tribal Lands, Allotted Lands, and Fee Lands





Map 4: Surface Ownership for Tribal Lands, Allotted Lands, and Fee Lands



## **APPENDIX B**

### **BLM FIRE MANAGEMENT ADDENDUM**

#### **Guidance for suppression strategies and tactics in sage-grouse habitat on BLM lands in the South Dakota Field Office.**

Conservation and protection of sage-grouse habitat is important to the overall goals of the Eastern Montana/Dakotas District. The management and conservation of sage-grouse habitat, as a priority, will be addressed in incident objectives and resource allocation. Firefighter and public safety has been, and continues to be, the BLM's highest fire management priority. Protecting, conserving, and restoring the sagebrush rangelands and sage-grouse habitat are among BLM fire management's highest natural resource objectives.

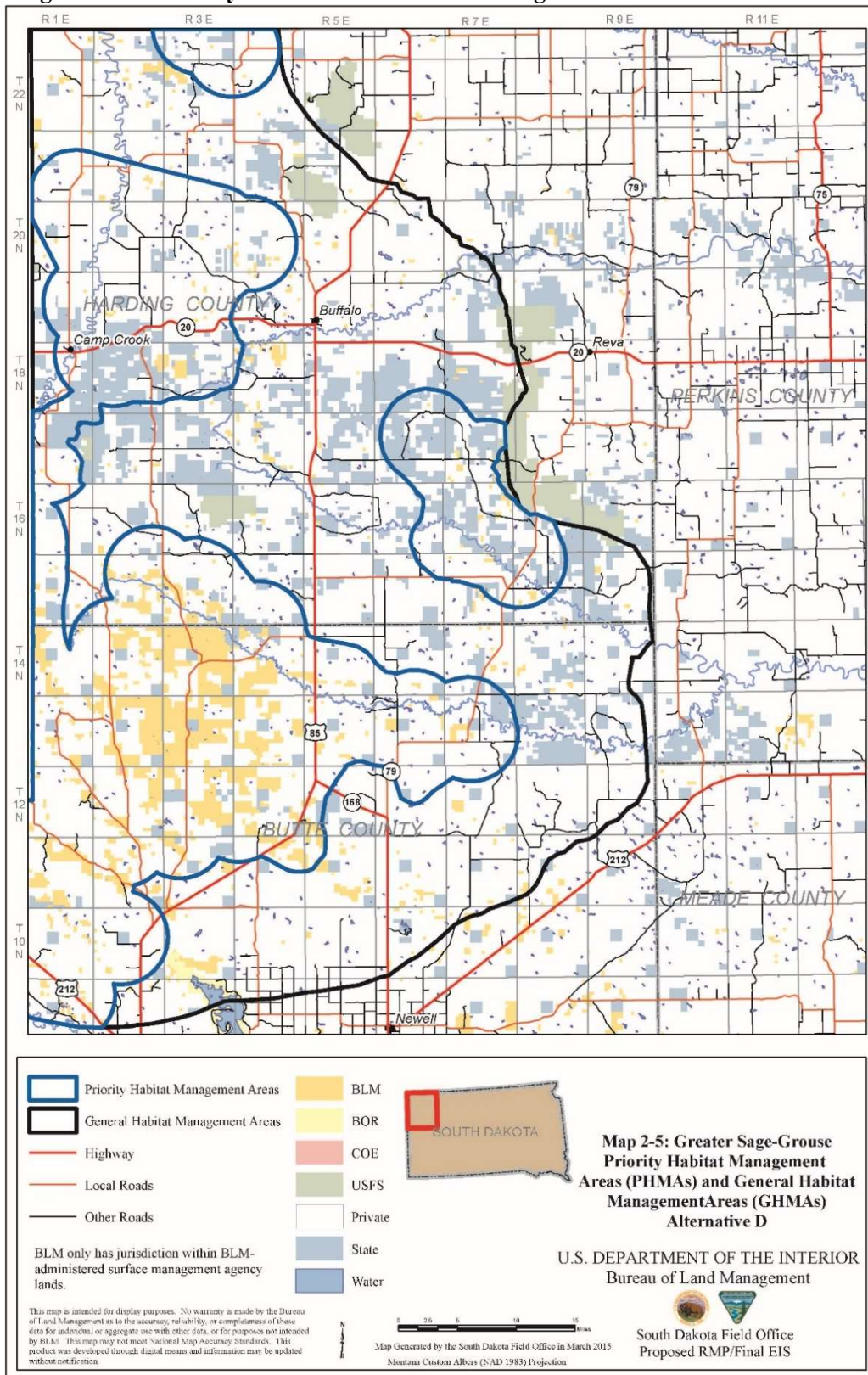
BLM's goal is to: **Sustain or reestablish the integrity of the sagebrush biome to provide the amount, continuity, and quality of habitat that is necessary to maintain sustainable populations of sage-grouse and other sagebrush-dependent wildlife species.**

To accomplish this goal fires in Sagebrush Plant Communities will use strategies and tactics that are low impact and less aggressive. Suppression efforts should include:

- A. In Priority Habitat Management Areas (PHMA), prioritize aggressive suppression techniques immediately after life and property to conserve the habitat.
- B. In General Habitat Management Areas (GHMA), within 3 miles of leks, prioritize aggressive suppression techniques immediately after life and property to conserve the habitat.
  - Assign a sage-grouse resource advisor to all extended attack fires in PHMA and GHMA. Order additional resource advisors if necessary.
  - Take suppression actions outside sagebrush communities to contain a wildland fire before it enters the sagebrush community.
  - Use of retardant and foaming/gel agents by aerial and ground resources to pre-treat a community edge for the advancing fire front if it can be done safely.
  - Tying fingers into already established barriers (i.e. roads, rocky breaks, water sources, agricultural fields, etc.) rather than creating new containment barriers that may fragment the community.
  - Use of heavy mechanized equipment in these community types is allowed to protect/prevent further fragmentation and disturbance.
  - Utilize retardant and mechanized equipment to minimize burned acreage.
  - Minimize burnout operations in key sage-grouse habitat areas by constructing direct fireline whenever safe and practical to do so.
  - Minimize unnecessary cross-country vehicle travel during fire operations in PHMA.
  - As safety allows, conduct mop-up where the black adjoins unburned islands, dog legs, or other habitat features to minimize sagebrush loss.
  - Wash vehicles and heavy equipment for fires prior to arrival at a new location to avoid introduction of noxious weeds.
  - Protect sagebrush along riparian zones, meadows, lakebeds, and farmlands that are adjacent to intact PHMAs.



## Greater Sage-Grouse Priority and General Habitat Management Areas



**APPENDIX C****Remote Automated Weather Stations (RAWS)**

<b>Name</b>	<b>NWS ID.</b>	<b>Latitude Longitude</b>	<b>Key Code Long</b>	<b>Key Code Short</b>
Agate	#250105	42° 25' 29" 103° 44' 8"		
Baker Park	#392606	43° 58' 46' 103 25' 30'	0203	0204
Bear Creek	#391201	45° 03' 26" 101° 28' 36"		
Bearlodge	#480605	44° 35' 50' 104° 25' 38'	0301	0302
Bessey	#252402	41° 53' 50" 100° 18' 38"	120	110, 100
Custer	#393506	43° 46' 26' 103° 36 40'	4358	4359
Custer State Park	#393507	43° 72' 86" 103° 35' 42"	120	110, 100
Devils Lake	#321401	47° 59' 07" 98° 54' 27"		
Devils Tower	#480606	44° 34' 54" 104° 43' 10"		
WICA Elk Mountain	#393505	43° 33' 27" 103° 29' 0"		
Ft. Pierre	#393801	44° 22' 58" 100° 17' 9"	120	110, 100
Grand River	#390301	45° 36' 51" 101° 03' 46"		
Kings Canyon	#250203	42° 43' 25" 102 58' 18"	120	110, 100
Magpie Creek	#395601	43° 19' 05" 101° 08' 40"		
McKelvie	#250403	42° 41' 22" 101° 7' 42"	120	110, 100
Montrose	#250103	42° 55' 23" 103° 47' 35"	120	110, 100
Mt. Rushmore	#392603	43° 52' 40" 103° 26' 58"		
Nemo	#392506	44° 11' 23' 103 30' 35'	0308	0309
Pinnacles	#392606	43° 52' 50" 102° 14' 16"		
Porcupine	#395202	43° 17' 24" 102° 16' 16"		

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

<b>Name</b>	<b>NWS ID.</b>	<b>Latitude Longitude</b>	<b>Key Code Long</b>	<b>Key Code Short</b>
Rapid City West	#392608	44° 04' 9.5" 103° 18' 42"	120	110, 100
Red Canyon	#395105	43° 25' 33' 103° 45' 32'	0315	0316
Scottsbluff	#251905	41° 49' 45" 103° 42' 39"		
Spearfish	#392606	44° 27' 29" 103° 49' 7"	120	110, 100
Tatanka Prairie	#328501	46° 09' 37" 100° 54' 05"		
Turtle Mountain	#320501	48° 48' 33" 99° 50' 18"		
Whitetail Peak	#392607	44° 07' 34' 103° 50' 38'	2567	2568

## Exhibit D. Reimbursable Billings and Payments

### Reimbursable Billings and Payments

#### I. Suppression Billings

- A. 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.
- B. 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 State whenever the State is the Protecting Agency and a billing is appropriate.
- b) **State Billings by Incident:** When one of the States is the Supporting Agency and the fire is within the State of South Dakota, the State will bill the Protecting Agency for reimbursable costs when a billing is appropriate. Anytime the States respond to a Federal Agency fire outside of South Dakota, 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.

- C. **Severity:** Costs incurred on severity assignments within the state of South Dakota will be billed individually to the Jurisdictional Agency. Severity assignments are reimbursable under the Reciprocal Fire Protection Act.

## MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

- D. **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 Unique Entity Identifier (UEI) number. The UEI number is assigned to the entity by SAM.gov. For more information, refer to <https://www.sam.gov>.

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 Unique Entity Identifier (UEI)
- E. **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.

- F. **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.
- G. **Services Received and Certification of Billings:** Reimbursing agencies must provide written notice of incorrect invoices to billing agencies within the timeframes specified in the annual operating plan.
- H. **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.

## MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

I. **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)**

Geographic, Statewide or Sub-Geographic (local) 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**

Cooperators 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 Federal Agency upon request.

V. **Internal Control**

Effective control and accountability must be maintained for all federal funds, real and personal property, and other assets. Cooperators 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.



## MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

- 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 Handbook (IIBMH).

**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”.

Indirect cost rate 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 15% 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 \$50,000 of each contract.
2. For rates greater than 15%, 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.
3. 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.
4. 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 Federal Agency upon request.

## Exhibit E. Cost Share Agreement Guidelines

### Cost Share Agreement Guidelines

Negotiating cost share agreements within the State of South Dakota has been delegated to the Wildland Fire Director. Cost share agreements are to be documented, including the basis or rationale used. The following guidelines and methods should be considered when negotiating a cost share agreement. These guidelines and methods are intended to help field personnel in negotiating an equitable agreement and are not intended to be mandatory.

Each of the numbered instructions below corresponds to form items that require further explanation. 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 South Dakota. 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 mandatory when more than one jurisdictional responsibility for fire protection is affected by the placement of the fire. 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.

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.

## MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

### DEFINITIONS:

**UNIFIED COMMAND** – A method for all Agencies with jurisdictional responsibility to contribute to determining the overall objectives for the incident; interagency ICS team structure.

**SINGLE COMMAND STRUCTURE** – One Agency manages the incident with liaison and concurrence of objectives from other involved Agencies.

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 specified in Item 11. 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. Costs pertaining to these decisions shall be documented in Item #10.
11. 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 wildland urban interface 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.

## MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

- 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 Associated Costs that should be considered in this Agreement:

- 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).
12. List any specific conditions relative to this Agreement, such as: dispatch procedures, one Agency representing another, notifications, incident information, coordinated intelligence, etc.
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 Template

### 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 \_\_\_\_\_

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 \_\_\_\_\_

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

9. The Agency responsible for structural protection 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 Centers:	Agency:	Agency:	Agency:

12. Other conditions relative to this Agreement (notifications, incident information, etc.): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13.

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

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

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

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

### **Supplemental Fire Department Resources Template**

**Not Applicable to South Dakota Statewide Master Cooperative Wildland Fire Management and Stafford Act Response Agreement**

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.



## MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

### **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 Interagency Incident Business Management Handbook. 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 privately-owned vehicles (POVs) and rental vehicles used to support Supplemental Fire Department Resources shall be at the current Federal Travel Regulation rate.

---

Signature  
Agency Administrator  
Federal Agency

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Date

---

Signature  
Fire Chief  
Local Fire Protection District  
Or appropriate Official at State Level

---

Date

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

**Attachment to Exhibit G**

**Supplemental Fire Department Resource – Classification Matrix**

<b>OPM GENERAL SCHEDULE</b>	<b>AREA COMMAND</b>	<b>COMMAND</b>	<b>OPERATIONS</b>	<b>AIR OPS</b>	<b>PLANS</b>	<b>LOGISTICS</b>	<b>FINANCE</b>	<b>SUPPORT</b>
<b>GS-2</b>						RADO		
<b>GS-3</b>			FFT2	ABRO	DPRO	SECG		EDRC
<b>GS-4</b>			FALA	HECM		EQPI		
			FFT1					
<b>GS-5</b>		ICT5	ENOP		SCKN	BCMG	CLMS	
						EQPM	EQTR	
						INCM	INJR	
						ORDM	PTRC	
						RCDM		
						SECM		
<b>GS-6</b>		ICT4	CRWB	AOBS	DOCL	COMT		EDSD
			DOZB	DECK	FOBS			
			ENGB	HELB	TNSP			
			FALB	RAMP				
			FELB					
			STAM					
			TRPB					
			WHSP					
<b>GS-7</b>		IOF3		HELM	GISS	EMTB		
				SEMG		EMTI		

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

<b>OPM GENERAL SCHEDULE</b>	<b>AREA COMMAND</b>	<b>COMMAND</b>	<b>OPERATIONS</b>	<b>AIR OPS</b>	<b>PLANS</b>	<b>LOGISTICS</b>	<b>FINANCE</b>	<b>SUPPORT</b>
<b>GS-8</b>		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		
<b>GS-9</b>			FALC	HLCO			PROC	
				HEB1				
<b>GS-9</b>				SECO				
<b>GS-10</b>		ICT3	DIVS	ASGS	FBAN	EMTP		CORD
			STPS	ATGS	LTAN			INTL
								PETM
<b>GS-11</b>		ICT2	OPBD	AOBD	PSC2	LSC2	FSC2	ARCH
		THSP – Deputy ICT2	OSC2			SVBD		IBA2
		PIO2				SUBD		MCCO
		LOFR						PETL
		SOF2						
<b>GS-12</b>	ACAC	PIO1	OSC1		PSC1	LSC1	FSC1	IBA1
	ACPC	SOF1						
	ACLC							
<b>GS-13</b>	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 Emergency Support Function (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)

## MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

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**

Incident Billings:

- 1. 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.
- 2. Agencies will share their respective individual incident Resource Order numbers for cross referencing purposes, if requested.
- 3. **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,

## MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

but not later than 90 days after the incident is controlled.

4. Extensions beyond 90 days for invoice submittal must be presented in writing to the reimbursing agency.
5. **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.
6. **Billing Content:** Bills will be identified by incident name, date, Mission Assignment (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.

### 7. Billing Addresses:

All bills for services provided to the State will be mailed to the following address for payment:

Brenda Even
3305 West South St.
Rapid City, SD 57702
Phone: 605-393-8011
Email: <a href="mailto:brenda.even@state.sd.us">brenda.even@state.sd.us</a>

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:

Regional Incident Business Specialist
1617 Cole Blvd, Bldg 17
Lakewood, CO 80401-2720
Phone: 720-467-4822
Email: <a href="mailto:Sm.fs.r2ibf@usda.gov">Sm.fs.r2ibf@usda.gov</a>

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

Brandi Van Kleeck
Montana/Dakotas BLM State Office - Fire Business Lead
Department of the Interior - Regions 5 & 9
1299 Rimtop Drive
Billings, MT 59105
Phone: 208-308-1050
Email: <a href="mailto:bvankleeck@blm.gov">bvankleeck@blm.gov</a>

## MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

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

Julie A. Bennett
NPS Incident Business Management Specialist FMPC
3833 S. Development Ave.
Boise, ID 83705
Email: <a href="mailto:jabennett@nps.gov">jabennett@nps.gov</a> <a href="mailto:NIFC_Suppression_Invoices@nps.gov">NIFC_Suppression_Invoices@nps.gov</a>

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

Heath Estey cc: Dawn Hernandez
115 4 <sup>th</sup> Avenue SE, MC-301 Suite 400
Aberdeen, SD 57401
Phone: 605-226-7621
Email: <a href="mailto:heath.estey@bia.gov">heath.estey@bia.gov</a> <a href="mailto:dawn.hernandez@bia.gov">dawn.hernandez@bia.gov</a>

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

Brooke Malcom
134 Union Blvd
Lakewood, CO 80228
Phone: 303-236-4305
Email: <a href="mailto:brooke_malcom@fws.gov">brooke_malcom@fws.gov</a>

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. Fire Supplemental Project Agreement**





FS Supplemental Project Agreement No. (a) \_\_\_\_\_

Cooperator Project Agreement No. (b) \_\_\_\_\_

**FIRE**  
**SUPPLEMENTAL PROJECT AGREEMENT**  
**Between**  
(c)  
**And**  
(d)

This Fire Supplemental Project Agreement (SPA) is hereby made and entered into by and between (e) \_\_\_\_\_, hereinafter referred to as “the Cooperator,” and (f) \_\_\_\_\_, hereinafter referred to as the U.S. Forest Service under the Reciprocal Fire Protection Act of May 27, 1955, (42 U.S.C. 1856a) and under the provisions of the Local Cooperative Fire Protection Agreement No. (g) \_\_\_\_\_, executed between the Parties.

Project Title: (h) \_\_\_\_\_

**I. BACKGROUND:**

As referenced above, the Parties entered into a Local Cooperative Fire Protection Agreement. The Agreement allows 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, prevention, public affairs, and other beneficial efforts in support of fire management.

**II. PURPOSE:**

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

**III. THE COOPERATOR SHALL:**

- A. Perform in accordance with the terms of this SPA and with the Financial and Project Plans, Exhibits (j) \_\_\_\_\_.



- B. Bill the U.S. Forest Service 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 U.S. Forest Service for actual costs incurred, not to exceed (l)\$ , as agreed to in the attached Financial Plan.

#### IV. THE U.S. FOREST SERVICE SHALL:

- A. Perform in accordance with the terms of this SPA and with the attached Financial and Project Plans, Exhibits (j) .
- B. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse the Cooperator for the U.S. Forest Service's share of actual expenses incurred, not to exceed (k)\$ , as shown in the attached Financial Plan. The U.S. Forest Service 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, including the Cooperator's share (when applicable). Cooperator in-kind contributions must be displayed as a separate line item and must not be included in the total project costs available for reimbursement. The final invoice must display the Cooperator's full match towards the project, as shown in the financial plan, and be submitted no later than 120 days from the SPA expiration date.

Each invoice must include, at a minimum:

- 1) Cooperator's complete legal name, address, and telephone number
- 2) U.S. Forest Service Supplemental Project Agreement number
- 3) Invoice date
- 4) Invoice number, if applicable
- 5) Performance dates of the work completed (start & end)
- 6) Total invoice amount for the billing period

The invoice must be forwarded to:

EMAIL: [SM.FS.ASC\\_GA@USDA.GOV](mailto:SM.FS.ASC_GA@USDA.GOV)

FAX: 877-687-4894

POSTAL: USDA Forest Service  
Budget & Finance - Grants and Agreements  
4000 Masthead St, NE  
Albuquerque, NM 87109



Send a copy to: (n)

- C. REIMBURSABLE BILLING. The U.S. Forest Service 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 U.S. Forest Service expenditures. Overhead is assessed at the rate of (o) percent.

Billings must be sent to: (p)

The U.S. Forest Service 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 U.S. Forest Service by the date specified on the bill, the U.S. Forest Service shall exercise its rights regarding the collection of debts owed to the United States.

- D. (q) 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: (r)

- E. (s) 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. (t) PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this SPA.

(u) Principal Cooperator Contacts:



Cooperator Program Contact	Cooperator Administrative Contact
Name: Address: City, State, Zip: Telephone: FAX: Email:	Name: Address: City, State, Zip: Telephone: FAX: Email:

**(v) Principal U.S. Forest Service Contacts:**

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Address: City, State, Zip: Telephone: FAX: Email:	Name: Address: City, State, Zip: Telephone: FAX: Email:

- B. LIABILITY. As set forth under the provisions of the referenced Cooperative Fire Protection Agreement.
- C. PAID SICK LEAVE REQUIREMENTS. Executive Order 13706, Establishing Paid Sick Leave for Federal Contractors, and its implementing regulations, including the federal contractor paid sick leave clause at 29 CFR Part 13, Appendix A, apply to the Cooperator and any subcontractors under this agreement. These regulatory requirements are incorporated by reference into this agreement as if fully set forth in this agreement.
- D. (w)Mutually agree to the Burn Plan relevant to this SPA, and to any agreed upon revision thereof. Revisions to the Burn Plan that do not materially affect the purpose and/or terms of the SPA, but rather only revises the implementation of the project, do not require a modification to this SPA. The Burn Plan, and any revision thereof, is incorporated by reference into this SPA and will be maintained by and provided to the Program Contacts listed above.
- E. In the event of a conflict between the provisions of this SPA and the referenced Cooperative Fire Protection Agreement, the Cooperative Fire Protection Agreement shall take precedence.
- F. BILLING RESTRICTIONS. The ordering/requesting agency is responsible for identifying restrictions such as but not limited to rates, availability, and qualifications with the sending agency prior to use. In addition, ordering agency will be responsible for costs and payment associated with authorized resources utilized on the Ordering Agency's project. The U.S. Forest Service is not authorized to pay backfill expenses



for hazardous fuels projects, including prescribed fire implementation, and no backfill may be billed or collected through this agreement. Close coordination between the U.S. Forest Service and sending agency will occur prior to resource ordering to ensure invoiced items are identified on the SPA financial plan and that only resources and individuals documented on resource orders submitted to sending agency are billed to the U.S. Forest Service.

G. (x) PROGRAM MONITORING AND PROGRAM PERFORMANCE REPORTS.

The parties to this agreement shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Wherever the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.
- Reason(s) for delay if established goals were not met.
- Additional pertinent information

The Cooperator shall submit annual performance reports to the U.S. Forest Service Program Manager. These reports are due 90 days after the reporting period. The final performance report must be submitted either with the Cooperator's final payment request, or separately, but not later than 120 days from the expiration date of the agreement.

PROGRAM MONITORING AND PERFORMANCE REPORTS. The parties to this agreement shall monitor the work activities to ensure that performance goals are being achieved.

The cooperator shall prepare a performance report for each reporting period that contains the following:

- A comparison of actual accomplishments to the goals established for the period. Wherever the output of the project can be readily expressed in numbers, the report shall also include a computation of the cost per unit or output, as applicable. *Example: Goal-50 miles of trail maintenance; Actual-25 miles of trail work completed near mile marker 0.7. 25 miles x \$422/mile = \$10,500*
- If established goals were not met, the report shall include (1) the reason for the delay, (2) a detailed explanation of why the goal was not achieved and identify any factors that may have contributed to the delay, and (3) a plan of action for addressing the issue and getting the project back on track. The plan should outline the specific steps that will be taken to address the issues and a timeline for implementing these steps. This information will enable the Forest Service to understand the reasons for the delay to determine if an agreement modification is warranted. *Example: Due to severe weather conditions, the*



*crew was unable to reach certain areas impacted by landslides. The schedule has been modified to have a 5-person crew onsite starting in May, 2023 to complete the remaining 25 miles of trails when optimal weather conditions are expected.*

- The report shall also include any additional pertinent information relevant to the project.

For each ALN/CFDA, the performance report must include all relevant project work completed and/or invoiced for the reporting period then submitted to the Forest Service Program Contact. The quarterly performance report for each respective ALN/CFDA is due no later than 30 days after the reporting period ending March 31, June 30, September 30, December 31. The annual performance report for each respective ALN/CFDA is due no later than 90 days after the reporting period ending March 31, June 30, September 30, December 31. The final performance report must be submitted either with the Cooperator's final payment request, or separately, no later than 120 days from the expiration date of the agreement, whichever is soonest.

For CFDA # \_\_. \_\_, a [QUARTERLY] progress report is required.

For CFDA # \_\_. \_\_, an [ANNUAL] progress report is required.

If financial and performance reports are not timely submitted according to the outlined terms and schedules, it is considered a material breach of the agreement and will result in payment delays and could potentially lead to termination of the agreement.

- H. (y) PURCHASE OF ASSETS. Any assets (such as equipment, property, or improvements) purchased by the U.S. Forest Service with the Cooperator's contributions shall become the property of the U.S. Forest Service, unless otherwise documented via separate authority and instrument.
- I. (z) PROPERTY IMPROVEMENTS. Improvements placed on federal land at the direction, or with the approval of, the U.S. Forest Service, becomes property of the United States. These improvements are subject to the same regulations and administration of the U.S. Forest Service as would other agency improvements. No part of this SPA entitles the Cooperator to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service Regulations.
- J. PARTICIPATION IN SIMILAR ACTIVITIES. This SPA in no way restricts the Parties from participating in similar activities with other public or private agencies, organizations, and individuals.
- K. ENDORSEMENT. Either Party's contributions made under this SPA do not by direct reference or implication convey endorsement of each other's products or activities.
- L. ALTERNATE DISPUTE RESOLUTION. In the event of any issue of controversy under this SPA, the Parties may pursue Alternate Dispute Resolution procedures to voluntarily



- resolve those issues. These procedures may include, but are not limited to, conciliation, facilitation, mediation, and fact finding.
- M. MODIFICATION – COOPERATIVE FIRE. Modifications within the scope of this SPA must be made by mutual consent of the Parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least (aa) days prior to implementation of the requested change. No Party is obligated to fund any changes not properly approved in advance.
- N. TERMINATION – FIRE SUPPLEMENTAL PROJECT AGREEMENT. Either Party, in writing, may terminate this SPA in whole, or in part, at any time before the date of expiration. Neither Party shall incur any new obligations for the terminated portion of this SPA after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each Party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.
- O. COMMENCEMENT/EXPIRATION DATE – FIRE SUPPLEMENTAL PROJECT AGREEMENT. This SPA is executed as of the date of last signature and is effective through (bb) at which time it will expire unless extended.
- If the referenced Cooperative Fire Protection Agreement is superseded by a new Cooperative Fire Protection Agreement, this SPA may remain in effect to the extent that it does not conflict with the provisions of the new Cooperative Fire Protection Agreement, but only until such time that the project can be completed or modified to be incorporated within the terms of the new Cooperative Fire Protection Agreement.
- P. AUTHORIZED REPRESENTATIVES. By signature below, the Parties certify that the individuals listed in this document as representatives of each Party are authorized to act in their respective areas for matters related to this SPA.

(dd) , (ee) (cc)  
(ff) Date

(hh) , (ii) (gg)  
(jj) Date

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



(kk)

(ll)

Date

U.S. Forest Service Grants Management Specialist





## INSTRUCTIONS for Exhibit C - Fire Supplemental Project Agreement

All provisions in this instrument are mandatory, unless otherwise excepted. Depending on the type of project, there may be additional provisions necessary for compliance with U.S. Forest Service directives or regulations (for example, occupancy/improvements for shared space or joint publications).

- (a) U.S. Forest Service Project Agreement No. For example: FY-FP-11RRUOSS-XXX.
- (b) Cooperator Project Agreement No. Insert Cooperator project agreement number, if applicable.
- (c) Insert name of Cooperator.
- (d) Insert name of U.S. Forest Service Unit.
- (e) Insert Cooperator name as cited above.
- (f) Insert U.S. Forest Service name as cited above.
- (g) Insert corresponding U.S. Forest Service Agreement # as identified on Cooperative Fire Protection 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 U.S. Forest Service is not obligating funds for reimbursement to the Cooperator, then delete this provision.
- (l) Insert amount. If the U.S. Forest Service 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 other contact name and address, if applicable, otherwise delete.
- (o) Insert the U.S. Forest Service burden/overhead rate. Enter 'shall not be assessed' if burden is not applicable.
- (p) Enter Cooperator's name, name of point of contact, and mailing address to which billing documents should be sent.
- (q) If the U.S. Forest Service is not collecting funds, delete this provision. When U.S. Forest Service is collecting funds, the provision is optional if the Cooperator requires financial documentation. This provision



alerts ASC-RACA that the U.S. Forest Service shall provide transaction registers with any billing to the Cooperator under this Agreement.

(r) Insert special billing requirements here, such as whether the billing requirements are either with each bill, upon project completion, or annually.

(s) If the U.S. Forest Service is not collecting funds from the Cooperator, delete this provision. When U.S. Forest Service is collecting funds, the provision is optional if the Cooperator requires an accomplishment or program report with each BFC. This provision alerts ASC-RACA that the U.S. Forest Service must coordinate BFCs with the PM for submission to the Cooperator.

(t) May be changed to accommodate additional contacts.

(u) Insert ALL of the requested information below. If information is unavailable, then make a good-faith effort to obtain.

(v) Insert ALL of the requested information below. If information is unavailable, then make a good-faith effort to obtain.

(w) If a Burn Plan is not attached, remove this provision.

(x) Mandatory provision if U.S. Forest Service is reimbursing the Cooperator.

(y) If the U.S. Forest Service 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 Cooperative Fire Protection 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 U.S. Forest Service Signatory Official.

(ii) Insert U.S. Forest Service signatory official's positional title.

(jj) Insert U.S. Forest Service Region, Office, or Unit.

(kk) Insert date of signature.



(11) Insert Grants Management Specialist's name.

#### Paperwork Reduction Act 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. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The OMB control number for this information collection is 0596-0217. Response to this collection of information is mandatory. The authority to collect the information Section 7 of the Granger-Thye Act (16 U.S.C. 580d) and Title IV of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1751-1753). The time required to complete this information collection is estimated to average 4 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. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: U.S. Department of Agriculture, Clearance Officer, OIRM, 1400 Independence Avenue, SW, Room 404-W, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB# 0596-0217), 725 17th Street NW, Washington, D.C. 20503.

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