

2017

WILDLAND FIRE MANAGEMENT ANNUAL OPERATING PLAN

ALBANY COUNTY, WYOMING

CARBON COUNTY, WYOMING

LARAMIE COUNTY, WYOMING

This Plan is between the USDI Bureau of Land Management (BLM) High Desert District & Wind River/Bighorn Basin District, USDA Forest Service (USFS) Medicine Bow/Routt National Forest and Thunder Basin National Grasslands, USDI Fish and Wildlife Service (USFWS), Wyoming State Forestry Division (WSFD), Albany County, Albany County Fire District #1, Town of Rock River, City of Laramie, Carbon County, City of Rawlins, Laramie County Fire District #1, Laramie County Fire District #2, Laramie County Fire District #3, Laramie County Fire District #4, Laramie County Fire District #5, Laramie County Fire District #6, Laramie County Fire District #8, Laramie County Fire District #9, Laramie County Fire District #10, and Laramie County.

All Federal Agencies, State, and County may hereinafter be jointly referred to as the “Entity / Entities.”

PREAMBLE:

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

PURPOSE:

This is a Sub-Geographic Area Annual Operating Plan (AOP) applicable to all signatory parties within **Albany County, Carbon County and Laramie County**, Wyoming. It addresses issues affecting cooperation, interagency working relationships and protocols, financial arrangements, and joint activities.

To outline details of implementing the Wyoming Interagency Cooperative Fire Management Agreement and the Wyoming Interagency Fire Management Agreement.

RECITALS:

National Response Framework activities will be accomplished utilizing established dispatch coordination concepts. Situation and damage assessment information will be transmitted through established fire suppression intelligence channels.

Jurisdictional Entities are responsible for all planning documents i.e. land use, resource and fire management plans and decision support documents, for a unit’s wildland fire and fuels management program.

Protecting Entities implement the actions documented and directed by the appropriate planning documents and decision support documents for initial and extended attack on wildfire incidents. They provide the supervision and support including operational oversight, direction and logistical support to Incident Management Teams.

INTERAGENCY COOPERATION:

Interagency Dispatch Centers:

1. The Entities agree to participate in the neighborhood dispatch system. The Entities give authority to the dispatch center to provide the services required in support of the appropriate center's charter and operating plan. For specifics, see the dispatch center plans.
2. For fires on State, Private, Cities, Towns, BLM High Desert District, and USFWS ownership, Rawlins Interagency Dispatch Center will be used for the dispatch contact, with fires located in northwestern Carbon county that fall under BLM Wind River/Bighorn Basin District jurisdiction, Cody Interagency Dispatch Center will be notified.
3. For fires on USFS ownership, Casper Interagency Dispatch Center will be used for the dispatch contact.
4. On multi-jurisdictional fires, the Incident Commander(s) in conjunction with the interagency dispatch center managers and duty officers will determine which dispatch center to use.

Mobilization Process for State and County Resources:

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

Standards:

Firefighter Qualifications

Three levels of expertise are recognized.

1. Within jurisdiction the qualifications for local resources utilized for fire suppression within the Entity's jurisdiction will use NWCG 310-1 as a guide.
2. Outside of jurisdiction, all resources will meet NWCG 310-1 standards. Certification will be the responsibility of the sending Entity.
3. All county and state Unit Leader positions and above will be NWCG 310-1 qualified. Certification is the responsibility of Wyoming State Forestry Division/Entity.

The BLM National office has mandated that the following statement be in all fire Annual Operating Plans that include BLM lands nationwide:

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

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

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

PREPAREDNESS:

Protection Areas and Boundaries:

See Attachment E

Methods of Fire Protection and Suppression:

Reciprocal Fire Protection Services (Mutual Aid)

Agreements/MOUs for Fire Suppression Responsibilities:

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

Description of reciprocal fire protection zone:

1. All of Albany, Carbon and Laramie counties are considered reciprocal protection zones, with the exception of Wyoming Bureau of Reclamation (BOR) lands within Carbon County.
2. Wyoming State Forestry Division shall assume costs of its non aviation related resources such as overhead, Smokebusters (WHCC), engines or personnel for a maximum of 24 hours following the initial dispatch to the fire. This shall not be construed as an automatic 24 hour dispatch. Any deviation or variation will be at the discretion of the WSPD Fire Duty Officer or their designee. An exception to the 24 hour reciprocal period is the Wyoming State Helitack, provisions are as follows:

- For all fire dispatches: WSFD will assume the cost of the aircraft daily availability.
 - For fires on State and/or Private jurisdiction or those fires that pose an imminent threat to State and/or Private lands: WSFD shall assume all associated costs of the Wyoming State Helitack for at least a full operational period to be determined by the WSFD Fire Duty Officer. Federal employees assigned to the Helitack may still be billed to the jurisdictional agency as described below.
 - For fires on Federal lands or those fires that pose no imminent threat to State and/or Private land, WSFD shall seek reimbursement for all costs associated with the Wyoming State Helitack with the exception of the aircraft daily availability.
 - Rates for the Helicopter and supporting costs shall be distributed upon execution of the contract.
3. Within the reciprocal fire protection zone, each Entity shall assume its own full cost of expenditures for the first operational period (midnight) following the initial report of the fire to the jurisdictional Entity, with the exception of WSFD as described in number 2 above. Costs incurred after the reciprocal fire protection period ends will be reimbursed by the protecting Entity. The protecting Entity will be determined as soon as possible. All fires will be reported to the protecting Entity.
 4. Reciprocal protection is not construed as an automatic dispatch for the first operational period. Therefore, priority will be given to the release of a supporting Entity when it is mutually agreed upon by the initial attack forces that the fire situation is such that the protecting Entity's forces on the scene can adequately control the incident. Furthermore, within its capabilities, the protecting Entity will render support to the supporting Entity to include but not limited to food, water, and additional forces to expedite release of the supporting Entity in advance of the end of first operational period (midnight) reciprocal period.
 5. In Carbon County entities will notify the BOR Agency Administrator (as listed in Attachment C) as soon as possible when Initial Attack is not sufficient to control a fire.
 6. For all wildfires on Bureau of Reclamation administered land, bills will be sent to the local BOR office.

For all wildfires on State Parks administered land, bills should go to the Agency with surface jurisdiction.
 7. For incidents that go beyond the reciprocal period (mutual aid) it should be noted in the Cost Share Agreement that reciprocal (mutual aid) period will not apply; all costs will begin at the start of the incident. (i.e. For the sake of this agreement, all costs will be collected from the beginning of the incident and no mutual aid period will apply.)

Reimbursable Fire Protection Services

1. The entire county is considered as a reimbursable fire protection zone after the end of first operational period (midnight) of reciprocal protection, with the exception of Carbon County, where initial attack will be reimbursable on all BOR lands.

2. For any fires on State Park Lands, State Parks administrative office will be contacted as soon as possible. State Parks contact information is listed in Attachment C “Call List” of this AOP.

Offset or Exchange

1. None identified.

Joint Projects and Project Plans:

Wildland Urban Interface

1. On fires that threaten, or involve, the Wildland Urban Interface, the respective County’s Community Wildfire Protection Plan and Federal Agency Fire Management Plans shall be referred to for suppression priorities and other information that could prove beneficial to the suppression efforts.

Fire Prevention/Education/Mitigation:

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

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

Fire Restrictions:

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

Prescribed Fire (Planned Ignitions) and Fuels Management:

1. Fuels management and prescribed fire projects will be coordinated with the affected Entities to this agreement.
2. Wildland fire(s) resulting from escaped prescribed fires (or wildland fire use for multiple objectives) at the direction or under the supervision of one of the Entities to this agreement shall be the responsibility of that Entity. All suppression costs exclusive of reciprocal periods shall be borne by the responsible Entity. The responsible Entity on federal lands shall be the jurisdictional Entity. An Entity may take appropriate suppression action when lands under its protection responsibility are involved in or threatened by the fire. Such suppression action may be taken on its own initiative or at the request of the responsible Entity. An Entity may take appropriate suppression action, at the request of the responsible Entity, when lands under its protection are not involved in or threatened by the fire. The responsible Entity shall reimburse the other Entity for all suppression costs incurred in accordance with this clause.

3. Escaped prescribed fires ignited by individual(s) not party to this agreement will be considered as wildland fires requiring suppression action under the terms and conditions of this agreement.
4. Entities agree to share and reimburse, according to the rates established in Exhibits C, D, E and F, for resources used on prescribed fire projects, based on availability, qualifications, and need.

Smoke Management:

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

OPERATIONS:

Fire Notifications:

All fires and initial action on or near land under the protection of an Entity to this agreement and all initial action will be reported promptly to the protecting Entity through appropriate dispatch center and further instructions agreed upon.

For list of contacts for notification or requests of assistance see the Directory (Attachment B).

Initial Attack:

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

Independent Action on Lands Protected by Another Entity:

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

Special Management Considerations:

Use of Heavy Equipment

Heavy equipment will not be used on any lands without authorization and approval by the Land Use Owner/Entity.

Special Lands Designations

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

Fire Operations in Beetle Kill Stands

Due to altered fuel conditions, personnel operating within the bark beetle environment should be aware of the imminent danger presented by dead and dying trees, falling at an increasing rate across a broad forested landscape. Included in **Attachment J** is the *USFS-R2 Fire Operations Guidance in Bark Beetle Stands*.

Use of Aerial Retardant on Forest Service Lands

Pursuant to the December, 2011 U. S. Forest Service National Decision regarding aerial retardant application, each National Forest or Grassland has identified areas of federal land where aerial retardant may not be applied, unless a decision by the Incident Commander determines that human life or safety are threatened and retardant will mitigate that threat. These areas are identified on a map for each Forest/Grassland and will include areas within 300 feet of waterways (streams and lakes), where threatened, endangered, Forest Service sensitive species habitat occurs that could be impacted by retardant, and/or where cultural resources exist that have been identified for exclusion from retardant. If retardant is applied in these areas, the Entity administrator must be notified for reporting requirements to be met.

Other Considerations

In situations where a jurisdiction's initial response to a wildfire is based primarily on accomplishing ecological restoration or multiple objectives and the wildfire has the potential to affect other jurisdictions, the Unit Administrator Group will be assembled with representatives from all affected Entities.

Federal Study Areas and areas of critical concerns special tactics must be used, all vehicles must remain on roads until Resource Advisor arrives on scene to provide site specific guidance. Minimum Impact Suppression Techniques (MIST) will be utilized in all areas pre-identified as special management areas.

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

On Forest Service lands, in designated Wilderness Areas, Forest Supervisor approval is required for the use of motorized and mechanized equipment, including helicopters or fixed wing aircraft flying under

2,000 feet AGL. In addition, in Wilderness Areas, Areas Recommended for Wilderness, and Special Interest Areas, Minimum Impact Suppression Tactics (MIST) are required.

On Mortenson and Hutton Lake NWR's, all use of fire retardant or other suppression chemicals will require prior approval from the Project Leader or alternate due to Threatened and Endangered species concerns with the Wyoming Toad. If there is any discharge of fire suppression chemicals into the water sources for these two locations, then the Project Leader or alternate will be notified immediately.

Wildland Urban Interface Protection

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

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

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

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

State Trust Lands w/Private Structures - Costs associated with the protection of privately owned structures on state trust lands are the responsibility of the local fire service Entity that has jurisdiction for the private structures. Structure protection responsibilities of the local fire service Entity include actions taken directly on the structure or the immediate area surrounding structure. Wyoming State Forestry Division will be responsible for costs associated with keeping the fire from reaching the structures.

Decision Process:

Escaped fires or fires threatening other jurisdictions

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

1. Guidelines for assembling the Unit Administrator Group
 - A. Wildland fire that escapes initial attack or threatens other jurisdictions.

- B. The fire is to be determined at a Type III or higher complexity level
 - C. Containment is not anticipated before the next burning period.
2. The Unit Administrator Group's function is
- A. To participate in development and approval of wildfire decision documents for managing a fire incident.
 - B. To recommend to the appropriate Entity Administrator(s) the level at which the incident should be managed.
 - C. To prepare a Delegation of Authority for Entity Administrator(s) signature.
 - D. To act as the Entity representative for the respective Entity.
 - E. To develop incident management objectives and agree on management actions needed.
 - F. To initiate a written cost share agreement for Entity Administrator(s) approval with signatures prior to the end of the fire (Attachment D).
 - G. To agree to all expenditures whenever the suppression plan must be modified including mop-up, rehab and patrol after demobilization of the fire.
 - i. The Incident Commander/Unified Command will provide the Unit Administrator Group with an estimated fire cost daily.
 - ii. The Incident Commander/Unified Command and the Unit Administrator Group will reach mutual agreement when the fire situation is such that the group can be demobilized.

Incidents that have been declared as exceeding initial attack and transition to extended attack will have an incident specific delegation of authority in place as soon as possible.

Preservation of Evidence/Fire Cause Determination:

Each Entity is responsible for investigating all fires and taking appropriate law enforcement action for all human caused fires on lands under their jurisdiction. The initial attack Incident Commander will take all responsible precautions to preserve evidence found.

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

USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES:

Cost Share Agreement:

In situations where an incident encompasses land under the protection or jurisdictional responsibility of more than one Entity, a cost share agreement will be initiated prior to fire being declared controlled.

When fires are managed for multiple management objectives or for multiple objectives, a cost share agreement will be negotiated on a case by case basis.

Where agreement cannot be reached regarding incident strategies, tactics or costs, the discussion will be elevated to the next level of Entity administrators representing each Entity.

See Mini Mob Plan - Exhibit G

Training:

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

Communication Systems:

Communication frequencies to be used for initial attack are included in Attachment F, G, H & I.

All Entities will utilize the Standard Air to Ground naming convention adopted by the National Interagency Incident Communication Division in 2014.

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

Aviation Operations:

1. Aerial resources may be used with prior approval of the protecting Entity unless otherwise specified under "Special Management Considerations" of this plan. For list of contacts for resource usage approval see the Directory (Attachment B).
2. Aerial resources will be paid for by the requesting Entity if prior approval has not been obtained.
3. Air to air and air to ground frequencies with designated ground contacts need to be established with dispatch.

Billing Procedures:

1. When non-federal resources respond to non-federal incidents outside the State of Wyoming, bills should be submitted to the jurisdictional Entity where an existing payment mechanism has been implemented. If an agreement and payment mechanism do not exist, bills should be submitted to the jurisdictional federal Entity Incident Business Lead, National Interagency Fire Center, 3833 South Development Avenue, Boise, ID 83705

Wyoming State Forestry Division will coordinate resources, audit bills for services, and forward all completed bills for services to the Forest Service under these qualifying conditions:

- i. When non-federal resources respond to incidents which are outside the State of Wyoming but are within USDA Forest Service Jurisdiction
- ii. When the USDA Forest Service is the Lead Entity for Payment

All completed bills will then be sent to the Forest Service at the address listed below.

USDA Forest Service, Rocky Mountain Region
Attn: Incident Business – Regional Budget Office
740 Simms Street

Golden, CO 80401

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

2. When non-federal resources respond outside the State of Wyoming to incidents that are under US DOI Jurisdiction or where the US DOI is the Lead Entity for Payment, Wyoming State Forestry Division will coordinate resources, audit bills for services, and forward all completed bills for services to the appropriate DOI Entity at the address listed below in sub-paragraph d:
3. State and County Billings: When State or County resources are used and the fire management activity is within the state of Wyoming, the State or County will bill the protecting host unit.

When the State is the jurisdictional Entity, the Federal Entities will submit their individual billings to the State and the State will reimburse each individual Entity. When the County is the jurisdictional entity, the Federal Entities will submit their individual billings to the County and the County will reimburse each individual Entity.

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

Billing Addresses: Bills for service should be sent to appropriate jurisdictional entity listed below:

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

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

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

Refer to the Wyoming Wildland Fire Resource Mobilization Guide on the following web site for the County you are billing:

<http://wsfd.wyo.gov/fire-management/fire-business>

All bills for services provided to the Rocky Mountain Region - Forest Service.

USFS Rocky Mountain Region
Attn: Incident Business – Regional Budget Office
740 Simms Street
Golden, CO 80401

All bills for services provided to the Intermountain Region – Forest Service.
USFS Intermountain
Attn: Incident Business Specialist
324 25th Street
Ogden, UT 84401

All bills for services provided to the Department of the Interior/BLM will be mailed to:
BLM Wyoming State Office
Attn: Budget/Incident Business Program Analyst
PO Box 1828
5353 Yellowstone Rd
Cheyenne, WY 82003

All bills for services provided to the Department of the Interior/NPS Intermountain Region will be mailed to:
NPS – Intermountain Region
Attn: Fire Budget Analyst
12795 W Alameda Parkway Lakewood, CO 80228
PO Box 25287, Denver, CO 80225-0287

All bills for services provided to the Department of the Interior/BIA will be mailed to:
Bureau of Indian Affairs-Rocky Mountain Region
Branch of Fire & Forestry
Attn: Budget Analyst
316 N. 26th Street
Billings, MT 59101

All bills for services provided to the Department of the Interior/Fish and Wildlife Service will be mailed to:
US Fish & Wildlife Service
Regional Fire Administrative Officer
134 Union Blvd, Ste 300
Lakewood, CO 80228

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

The Jurisdictional Entity is not obligated to reimburse the Supporting Entity for costs incurred during the Reciprocal (Mutual Aid) period unless otherwise specified in a cost share agreement.

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

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

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

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

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

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

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

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

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

INCIDENTS OUTSIDE OF THE STATE OF WYOMING:

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

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

Payment Due Dates: All bills will have a payment due date 30 days after the date of issuance. If payment cannot be made before the 30 days expire, then a 30-day extension, with oral or written justification, may be requested. Voucher difference statements will accompany any payment made that is different than the amount billed.

Disputed Billings: Written notice that a bill is contested will be mailed to the billing agency within 30 days of issuance of the final bill, and will fully explain the area of dispute. Contested items will be resolved within the designated waiver period.

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

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

In order to receive EFT payments, Wyoming counties shall register in SAM, www.sam.gov, and follow the instructions on line.

Cost Recovery:

The Authorized Representatives of affected Entities will attempt to reach mutual agreement, as soon as possible after a fire start, on the strategy that will be used to recover suppression costs and damages from the individuals liable for such costs and damages. Such strategy may alter interagency billing procedures, timing and content as otherwise provided in this Agreement. Any Entity may independently pursue civil actions against individuals to recover suppression costs and damages. In those cases where costs have been recovered from an individual, reimbursement of initial attack, as well as suppression costs to the extent included in the recovery, will be made to the Entity taking reciprocal action.

GENERAL PROVISIONS:

Modification:

Modifications within the scope of this Agreement shall be made by mutual consent of the Entities, by the issuance of a written modification request with a minimum 20 days notice, signed and dated by all Entities, prior to any changes being performed. No Entity is obligated to fund any changes not properly approved in advance.

Annual Review:

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

Entirety of Agreement:

This Agreement consisting of fifteen (15) pages, Attachments A through J, represents the entire and integrated Agreement between the Entities.

Duration of Agreement:

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