

2016
WILDLAND FIRE MANAGEMENT ANNUAL OPERATING PLAN
WYOMING STATE FORESTRY DIVISION, DISTRICT #3
(Big Horn, Fremont, Hot Springs, Park and Washakie Counties)

This Plan is between the Wyoming State Forestry Division (WSFD), USDA Forest Service (USFS), USDI Bureau of Land Management (BLM), National Park Service (NPS), Fish and Wildlife Service (FWS), Bureau of Indian Affairs (BIA), Big Horn County, and Big Horn County Fire Districts – 1,2,3,4 and 5, Fremont County, Fremont County Fire Joint Powers Board, Riverton Fire District, Lander Fire Department, Hot Springs County, Hot Springs County Fire District, Park County, Park County Fire Districts Joint Powers Board, Park County Fire Districts – 1,2,3, and 4, Washakie County, Worland Fire District #1, and Ten Sleep Fire District.

PREAMBLE

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

PURPOSE

This Is a Sub-Geographic Area Annual Operating Plan (AOP) applicable to all signatory parties within Wyoming State Forestry District 3. It addresses issues affecting cooperation, interagency working relationships and protocols, financial arrangements, and joint activities.

RECITALS

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

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

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

INTERAGENCY COOPERATION

Interagency Dispatch Centers:

The entities agree to participate in the federal dispatch system. The entities give authority to the Cody Interagency Dispatch Center (CIDC) to provide the services required in support of the center's charter and operating plan. For specifics, see the appropriate CIDC AOP.

Standards:FIREFIGHTER QUALIFICATIONS

Three levels of expertise are recognized.

1. Within jurisdiction the qualifications for local resources utilized for initial attack fire suppression will meet local standards.
2. Outside jurisdiction, on extended attack, all resources will meet NWCG 310-1 standards. Certification will be the responsibility of the sending entity.
3. All county and State Unit Leader positions and above will be NWCG 310-1 qualified. Certification is the responsibility of Wyoming State Forestry Division.

PREPAREDNESS**Protection Areas and Boundaries:**PROTECTION AREA MAPS

Each entity will provide a Protection Area Map as an attachment to this Annual Operating Plan.

Methods of Fire Protection and Suppression:Reciprocal Fire Protection Services (Mutual Aid)

Zone Description: All private, State, BLM, USFS, and NPS lands in WSFD District #3.

1. Within the reciprocal fire protection zone, each entity shall assume its own full cost of expenditures for a maximum of six (6) hours following the initial dispatch. 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.
2. Reciprocal protection is not construed as an automatic six (6) hour dispatch. 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 maximum six (6) hour reciprocal fire protection.
3. 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 WSFD Fire Duty Officer or their designee. An exception to the 24 hour reciprocal period is the Wyoming State Helitack, provisions are as follows:

- a. For all fire dispatches: WSFD will assume the cost of the aircraft daily availability.
 - b. 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.
 - c. 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.
 - d. Rates for the Helicopter and supporting costs shall be distributed upon execution of the contract.
4. BOR Land, For all wildfires on BOR administered land and wildfires exceeding the Mutual Aid Period on State Parks land, Counties should send billing requests and documentation as listed in "Billing Procedures:, Section 2." of this 2016 AOP.
- a. WSFD will contact the appropriate entity and determine payment process.

Reimbursable Fire Protection Services

The entire county is considered as a reimbursable fire protection zone after the initial six (6) hours of reciprocal protection, with the exception of Wyoming State Parks and Bureau of Reclamation administered lands initial attack will be reimbursable lands.

Offset or Exchange

None identified.

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.

Joint Projects and Project Plans:

Community Wildfire Protection Plans (CWPP)

On fires that threaten, or involve the Wildland Urban Interface, the County's Community Wildfire Protection Plan should be referred to for suppression priorities and other information that could prove beneficial to the suppression efforts.

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.

Refer to contact list (Attachment #2)

Fire Restrictions and Closures:

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

Prescribed Fire (Planned Ignitions) and Fuels Management:

1. Fuel management and prescribed fire projects will be coordinated with the affected parties to this agreement.
2. Wildfires resulting from escaped prescribed fires incidents, at the direction or under the supervision of one of the entities to this agreement, shall be the responsibility of that entity. All incident management costs shall be borne by the responsible party. 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 entities for all suppression costs incurred in accordance with this clause.
3. Escaped prescribed fires ignited by individuals(s) not party to this agreement will be considered as wildfires requiring suppression action under the terms and conditions of this agreement.
4. Entities agree to share and reimburse, according to the rates established in exhibits C, D, E and F for resources used on prescribed fire projects, based on availability, qualifications and need. For Forest Service prescribed fire projects, a separate agreement will be executed.

Smoke Management:

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

OPERATIONS**Fire Notifications and Reporting:**

All Fires and initial action on or near land under the protection of an entity to this agreement and all initial action will be reported promptly to the protecting entity through Cody Interagency Dispatch Center and further instructions agreed upon. Upon notification, if the protecting entity fails to properly recognize and claim ownership, suppression costs for the protecting entity's proportionate share will be assessed them upon discovering and proof of ownership by the supporting entity.

On any wildland fire within a county, the County Fire Warden will be notified.

For a list of contacts for notification or requests of assistance see the directory.

BLM LAND

Immediate suppression action will be taken by the cooperating parties within their capabilities. Immediate notification of all fires either on or threatening BLM will be given to the CIDC at (1-800-295-9954).

Fires within one mile of BLM land are considered a threat to BLM and will be reported to CIDC.

Wyoming State Parks and BOR LAND

Immediate suppression action will be taken by the cooperating parties within their capabilities. Immediate notification of all fires either on or threatening BOR lands will be given to the CIDC at (1-800-295-9954). CIDC will notify BOR Agency Administrator and the BLM Duty Officer of any fires occurring on or threatening BOR lands. CIDC will notify the WSFD Duty Officer/WSFD Riverton District Forester when the initial attack is not sufficient to control a fire.

BIA LAND

Immediate notification of all fires either on or threatening BIA lands will be given to Wind River Agency Fire Dispatch at 307-332-4408 and to CIDC 1-800-295-9954. Unless directed otherwise by an agency representative, immediate suppression action will be taken by the cooperating entities within their capabilities.

Fires within one mile of BIA land are considered a threat to BIA and will be reported to CIDC.

STATE LAND

Immediate suppression action will be taken by the cooperating entities within their capabilities. Each fire district will have primary responsibility for initial attack on State lands within their district. Immediate notification of all fires either on or threatening State lands will be given to the appropriate County Sheriff's Office: **AND** to CIDC (1-800-295-9954). Notification of fires on State lands will be reported promptly to the Wyoming State Forestry Division Duty Officer listed in the attached service directory.

The State or its representative suppression forces will participate in Reciprocal Fire Protection Services.

NATIONAL FOREST

Unless directed otherwise by an agency representative, immediate suppression action may be taken by the cooperating parties within their capabilities. Immediate notification of all fires either on or threatening National Forest Service lands will be given to the CIDC at (1-800-295-9954)

PRIVATE LANDS

Immediate suppression action will be taken by the cooperating entities within their capabilities. Immediate notification of all fires either on or threatening private lands or private property will be given to the appropriate County Sheriff's Office: **AND** to CIDC (1-800-295-9954).

NATIONAL PARK SERVICE (NPS) -BIGHORN CANYON NATIONAL RECREATION AREA (NRA)

Unless directed otherwise by an agency representative, immediate suppression action will be taken by the cooperating entities within their capabilities. For all fires discovered either on or threatening NPS Land, immediate notification of the fire will be given to the Cody Interagency Dispatch Center (CIDC) at 1-800-295-9954.

Bighorn County Fire Protection District #1 (Lovell Fire Department) is authorized by the National Park Service to respond to any wildfire or structural fire within the boundaries of Bighorn Canyon National Recreation Area south of the Crow Indian Reservation. Any such response will be governed by the reciprocal fire protection rules set forth in this agreement.

The Big Horn National Forest has management responsibility for fires in this area through an interagency agreement.

INITIAL ATTACK

If one or more parties to this agreement arrive on initial attack, the first entity on the scene will assume command and may turn the responsibility over to another entity if they have more qualified supervisory personnel. Once protection responsibilities are established, the protecting entity will either assume command or direct a supporting entity to do so.

Special Management Considerations:

Use of Heavy Equipment on Federal Lands

On all federal lands, use of heavy equipment is not authorized for initial attack, unless an Incident Commander determines that human life or safety are threatened and the equipment will mitigate that threat. Otherwise, verbal consent must be obtained from the agency representative, followed by written documentation to the Incident Commander.

Use of Aerial Retardant on Federal Lands

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

OTHER CONSIDERATIONS

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

Wilderness Study Areas/Areas of Critical Environmental Concern

Wilderness Study Areas (WSA) and Areas of Critical Environmental Concern (ACEC) measures, constraints and WSA/ACEC maps are provided as Attachment #4 to the Annual Operating Plan.

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 parties 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 agencies will be responsible for costs associated with keeping the fire from reaching the structures.

Entities that elect not to suppress an ignition with intent to manage the fire for resource benefits 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 resource benefit objectives, entities should follow the standard cost share principles and may need to develop additional cost share agreements based on changes in the situation and objectives.

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

Decision Process:

ESCAPED FIRES OR FIRES THREATENING OTHER JURISDICTIONS

Field personnel, involved in fire suppression action, will contact the other protecting entities as soon as possible after a fire escapes or threatens to escape initial attack near intermingled ownership (defined as different ownership within 1 mile of the fire or it is anticipated that other ownerships may be involved) and a Unit Administrator Group (see Glossary) will be assembled by the initial attack entity to represent the protecting entities involved with that fire. For a list of the designated representatives for purposes of Unit Administrator Group, see the directory.

1. Guidelines for assembling the Unit Administrator Group

- a. A wildfire that escapes initial attack or is a threat to other jurisdictions.
- b. The fire is to be determined at a Type III or higher complexity level.
- c. Containment is not anticipated before the next burning period.

2. The Unit Administrator Group's function is:

- a. To participate in development and approval of wildfire decision documents developed for managing a fire incident.
- b. To recommend to the appropriate Line Officer(s) the level at which the Incident should be managed.
- c. To prepare a Delegation of Authority for Line Officers(s) signature.
- d. To act as the agency representative for their respective entity.
- e. To develop incident management objectives and agree on management actions needed.
- f. To recommend to the line officers the management level (Type 1, 2 or 3) and command structure (Unified or Single IC) appropriate for the incident. This recommendation will be based upon complexity, ownership, values to be protected and qualifications of personnel.
- g. To initiate a written cost share agreement for Line Officer(s) approval signatures (Example – Exhibit H in the Wyoming Mini Mobilization Guide)

- h. To prepare an IMT in-briefing, if an IMT has been ordered.
- i. To agree to all expenditures whenever the suppression plan must be modified, including mop-up, rehab and patrol after demobilization of the fire.
 - 1) The incident Commander/Unified Command will provide the Unit Administrator Group with an estimated fire cost daily.
 - 2) The Incident Commander/Unified Command and the Unit Administrator Group will reach mutual agreement when the fire situation is such that the group can be demobilized.

Delegation of Authority:

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

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

Until a formal Delegation of Authority is in place consider the following

1. Provide for firefighter and public life safety.
2. Protection of dwellings, improvements, developments, followed by protection of other resources to include, but not limited to; agricultural, cultural and natural.
3. Manage the fire with as little environmental damage as possible. Restrictions to suppression actions should be adhered to as they become known.
4. Be cost effective and maintain costs commensurate with values at risk while expending the prudent amount of funds required in accomplishing the selected objectives.
5. Manage the human resources assigned in a manner that promotes mutual respect.
6. Consider management of the incident under NWCG 310-1 National Qualifications Standards. Local resources working within their protection area or under local mutual aid agreements can utilize their local entity qualification and training standards.
7. The appropriate Interagency Dispatch Center will be utilized for ordering and status updates to include the ICS Form 209 Incident Status Summary.
8. Consider fatigue along with other risks, hazards, and exposures.
9. Recommend a date to the jurisdictional entity on when to declare the fire out or any monitoring needs.
10. Share incident information relative to fire reporting needs with the jurisdictional entity.

Preservation of Evidence and Fire Cause Determination:

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

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

USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES**Cost Share Agreement:**

In situations where an incident encompasses land under the protection or jurisdictional responsibility of more than one entity, a cost share agreement will be initiated as soon as possible. Where agreement cannot be reached regarding incident strategies, tactics or costs, the discussion will be elevated to the next level agency administrators representing each entity.

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

See Exhibit G

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

Training:

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

Communication Systems:

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

For radio frequencies see attachment #5.

All entities will utilize the Standard Air to Ground naming convention adopted by the Rocky Mountain Area.

Fire Weather Systems:

The entities which are party to this agreement will cooperate in the gathering, processing, and use of fire weather data that meets current National Fire Danger Rating System (NFDRS) standards.

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 retardant usage see the directory.
2. Aerial resources will be paid for by the requesting entity if prior approval has not been obtained.
3. Air to air and air to ground frequencies with designated ground contacts need to be established with dispatch.
4. Aircraft under contract with Wyoming State Forestry Division should be dispatched through CIDC. Zone dispatch will coordinate dispatches with the Wyoming State Forestry Duty Officer.
5. Aviation use will be requested through the CIDC. See call list.

Ordering Wyoming National Guard, OHS, DOT Resources:

(Refer to WY Wildland Fire Resource Mobilization Guide)

Billing Procedures:

INCIDENTS WITHIN THE STATE OF WYOMING

1. **Federal Billings:** Federal Agencies will not bill each other for fire suppression.

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.

2. **State and County Billings:** When non-federal entities resources are used, the non-federal entities will bill the protecting host unit.

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.

3. 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.
4. **Fire Numbers:** Entities will share their respective individual fire numbers for cross referencing purposes.
5. **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.

6. **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**

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

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

INCIDENTS OUTSIDE THE STATE OF WYOMING:

1. 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 appropriate agency.

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

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

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

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

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

Addendum to Parent Agreement: May, 2013

Billing Procedures:

- a. Federal Billings: Federal Agencies will not bill each other for fire suppression. See sub-paragraph c under this section for State and County billings.
- b. When non-federal resources respond to non-federal incidents outside the State of Wyoming, bills should be submitted to the jurisdictional agency where an existing payment mechanism has been implemented. If an agreement and payment mechanism do not exist, bills should be submitted to the jurisdictional federal agency 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 Agency 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

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

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

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

Billing Addresses: All bills for services provided to the Wyoming State Forestry Division or to Counties will be mailed to addresses identified in the Appropriate Annual Operating Plans or as listed below:

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

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

US Bureau of Reclamation
P.O. Box 1630
Mills, WY 82644-1630

Cost Recovery:

The Authorized Representatives of affected parties 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 Party 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 Party taking reciprocal action.

GENERAL PROVISIONS

Personnel Policy:

Employees of the Parties to this Operating Plan shall be subject to the personnel rules, laws and regulations of their respective agencies, unless they are employed temporarily by another agency to this Operating Plan and the authority under which such temporary employment is authorized provides that such employees shall be subject to the employing entity's personnel laws and regulations.

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 16 pages, Signatory Pages, Attachments 1-5, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

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.