

**INTERAGENCY COOPERATIVE FIRE MANAGEMENT AND STAFFORD ACT RESPONSE  
AGREEMENT – WYOMING**

Among

**UNITED STATES DEPARTMENT OF THE INTERIOR**

BUREAU OF LAND MANAGEMENT – WYOMING  
Agreement Number BLM-MOU-WY-930-1202  
NATIONAL PARK SERVICE – INTERMOUNTAIN REGION  
Agreement Number  
BUREAU OF INDIAN AFFAIRS – ROCKY MOUNTAIN REGION  
Agreement Number A12MA00028  
FISH AND WILDLIFE SERVICE – MOUNTAIN PRAIRIE REGION  
Agreement Number 14-48-FF06R03000-12-K001

**UNITED STATES DEPARTMENT OF AGRICULTURE**

FOREST SERVICE ROCKY MOUNTAIN REGION  
Rocky Mountain Region Agreement Number 11-FI-11020000-020

FOREST SERVICE INTERMOUNTAIN REGION

and

**THE STATE OF WYOMING**

STATE BOARD OF LAND COMMISSIONERS  
WYOMING STATE FORESTRY DIVISION

## I. By THE FOLLOWING AUTHORITIES:

### FEDERAL AUTHORITIES

- Reciprocal Fire Protection Act of May 27, 1955, (69 Stat. 66; 42 U.S.C. 1856) (Federal Agencies)
- Economy Act of June 30, 1932, (31 U.S.C., 1535 as amended) (Federal Agencies)
- Disaster Relief Act of May 22, 1974, (42 U.S.C. 5121 as amended) (Federal Agencies)
- Robert T. Stafford Disaster Relief and Emergency Assistance Act (P.L. 93-288; 42 U.S.C. 5121 as amended) (Federal Agencies)
- Homeland Security Act of 2002 (P.L. 107-296, 116 Stat. 2135; 6 U.S.C. 101 et seq.)
- Homeland Security Presidential Directive-5 (HSPD-5)
- Post-Katrina Emergency Management Reform Act of 2006. (P.L. 109-295, 120 Stat. 1355)
- Watershed Restoration and Enhancement Act of 1998 as amended (P.L. 105-277; 16 USC Sec. 1011)
- National Indian Forest Resources Management Act (P.L. 101-630, Title III) (Interior Agencies)
- Taylor Grazing Act of June 28, 1934, (48 Stat. 1269; 43 U.S.C. 315) (BLM, FS)
- Granger-Thye Act of April 24, 1950, (16 U.S.C., Sec 572) (FS)
- Cooperative Forestry Assistance Act of July 1, 1978, as amended (16 U.S.C. 2101) (FS)
- Cooperative Funds Act of June 30, 1914, (16 U.S.C. 498) (FS)
- 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. 1701)(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, Oct. 9, 1997, 111 Stat. 1252; 16 U.S.C. 668dd note) (FWS)
- Debt Collection Improvement Act of 1996 (DCIA), P.L. 104-134, and associated provisions of 110 Stat. 1321, 1358 (1996)
- Federal Tort Claims Act, (June 25, 1948, ch. 646, Title IV, 62 Stat. 982, "[28 U.S.C. Pt.VI Ch.171](#)" and [28 U.S.C. § 1346\(b\)](#))

### STATE AUTHORITIES

- Wyo. Stat. 36-2-108, Duties and Powers of the State Forester
- Wyo. Stat. 35-9-301 through 35-9-304, Fire Closure
- Wyo. Stat. 36-1-401 through 36-1-404, Emergency Fire Suppression Account

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## II. PURPOSE

The purpose of this Statewide Cooperative Wildland Fire Management and Stafford Act Response 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 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 emergency stabilization and/or burned area rehabilitation.

This agreement also documents the commitment of the Parties to provide coordination, cooperation, resources, and support to the Secretary of the Homeland Security and the Administrator of the Federal Emergency Management Agency (FEMA) in the implementation of the National Response Framework (NRF) in response to a Presidential Declaration of Emergency or Major Disaster under the Stafford Act. Such emergencies or major disasters may include, but are not limited to, wildland fire management and non-wildland emergencies or major disasters such as urban fires, floods, oil spills, hazardous material releases, transportation accidents, earthquakes, and terrorist attacks. However, the response of each party to Stafford Act declarations shall be appropriate and consistent with their own authorities and responsibilities.

The Parties to this Agreement are:

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

The United States Department of Agriculture Forest Service, through the Regional Forester for Region 2, Rocky Mountain Region, and the Regional Forester for Region 4, Intermountain Region, hereinafter called the Forest Service; and

The United States Department of the Interior, National Park Service, through the Regional Director for the Intermountain Region, hereinafter called the Park Service; and

The United States Department of the Interior, Fish and Wildlife Service, through the Regional Director for the Mountain Prairie Region, hereinafter called Fish and Wildlife Service; and

The United States Department of the Interior, Bureau of Indian Affairs, through the Regional Director for the Rocky Mountain Region, hereinafter called the BIA; and

The United States Department of the Interior, Bureau of Land Management, through the State Director for Wyoming, hereinafter called the BLM.

The Forest Service, Park Service, Fish and Wildlife Service, BIA, and BLM may hereinafter be jointly referred to as the "Federal Agencies".

All Federal Agencies and the State may hereinafter be jointly referred to as the "Agencies".

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

In the event of a conflict, the applicable definitions for the response type, wildland fire vs. Stafford Act responses will take precedence. For wildland fire, that is the NWCG Glossary of Wildland Fire Terminology, found on the "Publications" page of the National Wildfire Coordinating Group web-page ([www.nwcg.gov](http://www.nwcg.gov), or by direct link at <http://www.nwcg.gov/pms/pubs/glossary/index.htm>), and Stafford Act Response terminology corresponds to the FEMA NIMS/MRF glossary, available at ([www.fema.gov/emergency/nrf/glossary](http://www.fema.gov/emergency/nrf/glossary)).

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

- A Glossary of Terms
- B Principal Contacts
- C Annual Operating Plan (AOP) Outline Guide
- D Supplemental Project and Financial Plan Template
- E Cost Share Agreement
- F Supplemental Fire Department Resources
- G Use and Reimbursement for **Stafford Act** Shared Resources
- H Documents Required for Money Transfers

#### Acknowledgement of supplements to the agreement

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

#### Hierarchy and precedence for agreements, exhibits, etc.

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

- 1 - This Agreement
- 2 - Appropriate AOP (See Glossary)
- 3 - Exhibits to this Agreement
- 4 - Project and Financial Plan

### III. RECITALS

- Whereas: State, Private, and Federal lands of the respective Agencies and Counties are intermingled or adjacent in some areas of Wyoming, and wildfires on these intermingled or adjacent lands may present a threat to the lands owned, administered, or controlled by one or more of the Agencies and Counties;
- Whereas: The Federal Agencies maintain fire protection organizations for protection of Federal lands within the United States, and the State provides for organized fire protection on State lands and provides technical fire assistance and coordination for County and privately owned lands;
- Whereas: The Counties have fire management responsibilities and provide fire management services on state and privately owned lands;
- Whereas: It is to the mutual advantage of the State, Counties, and the Federal Agencies to coordinate all facets of fire management activities and/or services and suppression of wildfires in and adjacent to their areas of responsibility, to avoid duplication, and to improve safety, efficiency and effectiveness;
- Whereas: It is the intent of the parties hereto that State resources be available to assist in the suppression of wildfires and other fire management activities, including prescribed fire, on all Federal lands, and on other lands upon which the Federal Agencies provide fire suppression and fire management support, including other States;
- Whereas: It is the intent of the parties hereto that Federal resources be available to assist in the suppression of wildfires and other fire management activities, including prescribed fire, on all State, County, and private lands;
- Whereas: The USFS, BLM, BIA, NPS, and FWS have entered into a national Interagency Agreement for Fire Management to cooperate in all aspects of fire management.
- Whereas: It is expected that all federal, state and local agencies will coordinate assistance and operations during Presidential/Stafford Act declared emergencies and major disasters 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.
- Whereas: The Responsibilities of the Parties to this Agreement shall be distinguished as follows –
  - **Jurisdictional Agency** - The Agency having overall land and resource

management responsibility for a specific geographical or functional area as provided by federal or state law. Under no circumstances will a Jurisdictional Agency abdicate legal responsibilities provided by federal or state law.

- **Protecting Agency** - The Agency responsible for providing direct incident management within a specific geographical area pursuant to its jurisdictional responsibility or as specified and provided by contract, cooperative agreement, etc.
- **Supporting Agency** - An Agency providing suppression or other support and resource assistance to a protecting agency.

NOW, THEREFORE, in consideration of the mutual premises and conditions herein made, it is agreed as follows:

#### IV. INTERAGENCY COOPERATION

1. **Geographic Area Coordinating Groups (GACG):** The parties to this agreement agree to use their respective Geographic Coordinating Groups to provide coordination and recommendations for all interagency fire management and all hazard activities within limits of statutory authorities in the state of Wyoming. Membership, procedures, and guidelines will be agreed to and documented in the respective GACG Charters.
2. **Zone Coordinating Groups:** The Interagency Dispatch Center Zone Coordinating Groups will provide the primary coordination for interagency wildland fire activities within their respective areas of influence. These groups will utilize committees and working groups as necessary to develop guidelines and procedures for coordination of fire and aviation management and fire suppression activities.
3. **National Incident Management System:** The Parties to this Agreement will operate under the concepts defined in the Department of Homeland Security's (DHS) *National Incident Management System* (NIMS). In implementing these concepts, Parties to this Agreement will be expected to follow the National Wildfire Coordinating Group's (NWCG) National Interagency Incident Management System (NIIMS) minimum standards as defined in the *Wildland Fire Qualifications Systems Guide* (PMS-310). These NWCG minimum standards are DHS 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.
4. **State/County Relationship:** The State will act as the coordinator for Wyoming County and/or local fire service entities for the purposes of coordinated fire management services within and beyond the boundaries of the State of Wyoming. To facilitate the purpose and intent of this Agreement, all references to "County" or



“Counties” refers only to those “County or Counties” which have established written and executed cooperative fire agreements with the State of Wyoming and which meet the terms and conditions of those agreements.

5. **Annual Operating Plans:** Annual Operating Plans will be developed at the appropriate level and are authorized by this agreement. Subjects identified in the Operating Plan Outline Guide attached hereto as EXHIBIT C will be addressed, if applicable, and displayed in that format.
6. **Interagency Dispatch Centers:** Agencies and Counties agree to maintain, support, coordinate, and participate in zone Interagency Dispatch Centers and Coordinating Groups. The Centers are to be under the direction of local zone coordinating groups to foster cooperation, avoid wasteful duplication and facilitate maximum efficiency, effectiveness and risk management in wildland fire management programs. Agencies and Counties agree to use the appropriate Geographic Area Coordination Center as the center for national and statewide intelligence gathering, coordination and prioritization of resources for wildland fire emergencies. Staffing, funding, and level of participation will be agreed to and documented in each respective zone mobilization guide or appropriate annual operating plans. The appropriate zone mobilization guide will be the primary document to identify approved policy, procedures, and organizations. The Zone Interagency Dispatch Centers are Cody, Casper, Rawlins, Great Plains, Bozeman, and Teton.
7. **Geographic Area Coordination Centers:** The Parties to this Agreement will coordinate fire management activities and/or services, and resource movements through their respective Geographic Area Coordination Center as outlined in Geographic Area Mobilization Guides (Northern Rockies, Eastern Great Basin, and Rocky Mountain Area Coordination Centers).
8. **Interagency Resources, Services, Personnel, and Facilities:** The Parties to this Agreement agree to cooperate in interagency funding, staffing, coordination and utilization of resources and facilities whenever an interagency approach is appropriate and cost effective within the limits of parties’ authorities.  
  
Agencies will develop and agree to a process to determine the appropriate funding for each agency which will be included in appropriate annual operating plans. Agencies agree to meet the staffing and funding commitments outlined in the appropriate annual operating plans unless agreed to otherwise.
9. **Standards:** It is the goal of the Parties signatory to this Agreement to achieve common standards within the Party’s best interest, recognizing differing agency missions and mandates. Each Party to this Agreement recognizes that other Party’s standards are reasonable, prudent, and acceptable. This clause is not intended to affect the Jurisdictional Agency’s land management standards.
10. **Protection Planning:** Annually, sub-geographic area Unit Administrators will determine efficiencies to be gained from reciprocal assistance and acquisition of

protection services. Appropriate annual operating plans will document decisions. Plans at the sub-geographic level 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.

11. **Protection Areas and Boundaries:** Annually, the Agencies and Counties will coordinate wildland fire protection responsibilities for lands within their respective jurisdictions. This will normally be accomplished at the local level. Protection areas and boundaries will be established, mapped and/or described, and made a part of the appropriate annual operating plans.

12. **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 Fire Protection (Mutual Aid):** As deemed appropriate, the Agencies and Counties may, by agreement, establish reciprocal initial attack zones for lands of intermingled or adjoining protection responsibility.

Within such zones, an Assisting Agency will take initial attack action in support of the Protecting Agency. Under no circumstances will Assisting Agencies be required to deplete local resources in order to honor a mutual aid request. The Protecting Agency will not be required to reimburse the Assisting Agency for costs incurred following the initial dispatch of any ground resources to the fire for the duration of the mutual aid period. The mutual aid period and distances, will be documented in the appropriate Annual Operating Plans.

Aviation resources will be outlined separately for mutual aid response in the appropriate Annual Operating Plans as applicable.

b. **Reimbursable (Cooperative) Fire Protection:** The Protecting Agency may request fire suppression resources of others for its protection work, including prescribed fire projects. Such resources are to be paid for by the Protecting Agency (See Clause 39, Billing Procedures).

c. **Exchange (Offset) Fire Protection:** Agencies and Counties 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 may be appropriate and mutually agreed to by the parties. Exchange zones and responsibilities shall be documented in the appropriate Annual Operating Plans.

If an imbalance exists, the Protecting Agency with the surplus of acres may 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 the National Agreement between the BIA, BLM, FWS, NPS, and the USDA Forest Service that states the parties agree not to bill each other for suppression services.

**d. Contract (Fee Basis) Fire Protection:** For an agreed upon fee, one Agency or County may assume fire management responsibilities on lands under the jurisdiction of another. The terms and conditions of such arrangements must be included in the appropriate Annual Operating Plans.

**13. 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 activities and/or services. These joint projects and plans will be outlined in further detail in appropriate level Annual Operating Plans.

**14. Fire Prevention/Education/Mitigation:** The Agencies/Counties agree to cooperate in the development and implementation of fire prevention/education/mitigation programs.

**15. Fire Restrictions:** Fire restrictions and closures will be issued and lifted on a coordinated, interagency zone basis whenever practical as described in the Wyoming Interagency Fire Restriction Plan and appropriate zone mobilization guide.

**16. Prescribed Fire and Fuels Management:** The Parties to this Agreement agree to cooperate as requested for the purposes of performing prescribed fire or other fuels management work. Conditions of the assistance and details related to reimbursement will be agreed to and documented through the project or financial plan process if required.

Prescribed Fires that include State land, must abide by the Rules and Regulations of the Board of Land Commissioners, Chapter 27, Prescribed Burns.

Any instrument processed under this clause shall be in accordance with each Party's applicable laws, regulations, and policy requirements.

**17. Smoke Management:** Within their authorities, the Parties to this Agreement agree to cooperate in smoke management efforts.

## **V. OPERATIONS**

**18. Closest Forces Concept:** The primary guiding principle for dispatch of initial and extended attack suppression resources will be the use of the closest available resource concept, regardless of the ownership of those resources and regardless of which Agency or County has protection responsibility.

**19. Fire Notifications and Reporting:** Each Agency or County will promptly notify the appropriate Protecting Agency of fires burning on or threatening lands for which

that Agency or County has protection responsibility. Reporting procedures will be documented in appropriate Annual Operating Plans.

20. **Boundary Line Fires:** Parties to this agreement agree to cooperate in defining and coordinating response to boundary line fires. The defined response will be documented in appropriate Annual Operating Plans.
21. **Escaped Prescribed Fires:** Wildfire resulting from escaped prescribed fires that were ignited by, managed at the direction of, under the supervision of the Parties to this Agreement shall be the responsibility of the Jurisdictional Agency. Unless otherwise agreed, all suppression costs are the responsibility of the initial 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.

If the Parties to this Agreement conduct a cooperative prescribed fire, the responsibility for suppression costs, should it escape, shall be agreed upon in the project plan and documented in a cost share agreement.

22. **Response to Wildfires:** All fire management actions conducted on lands of another Agency or County will be consistent with that Agency's or County's fire management policy and the terms of this Agreement.

Entities should recognize that, as in the “Guidance for Implementation of Federal Wildland Fire Management Policy (2009)” ([www.nifc.gov/policies/guidance/GIFWFMP.pdf](http://www.nifc.gov/policies/guidance/GIFWFMP.pdf)), a wildland fire may concurrently be managed for one or more objectives. Additionally, objectives can change as the fire spreads across the landscape, affected by changes in environmental conditions, human influence, and institutional factors. Simply stated, some portions of a wildland fire may receive a protection objective while other portions are managed for resource objectives, and those portions and objectives might change at some time over the duration of the event. The intent should never be to allow a wildland fire to burn onto a jurisdiction that does not want it. All parties should be involved in developing the strategy and tactics to be used to meet the land or fire management objectives of the jurisdictions involved. All parties should be involved in developing mitigations that would be used if the fire crosses jurisdictional boundaries.

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 where the fire is not wanted that jurisdictional agency from where the fire originated will assume responsibility for the cost of managing the wildfire unless agreed to otherwise in a cost share agreement. For multi-jurisdiction fires that are receiving a suppression response to meet protection objectives, each jurisdiction is responsible for the costs incurred on their respective jurisdiction with the details documented in cost share agreement. In cases where there are multiple management objectives, a cost share agreement

will be negotiated on a case by case basis. Where agreement cannot be reached regarding incident strategies, tactics, or costs the discussion will be elevated to the next level agency administrators representing each party.

A “Special Management Considerations” section in the Annual 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 in firefighting tactical techniques to an Incident Commander.

23. **Delegation of Authority:** Appropriate Annual Operating Plans will document procedures and criteria for Unit Administrators to specify direction, authority, and financial management guidelines to Incident Commanders.
24. **Preservation of Evidence and Fire Cause Determination:** As initial action is taken on a fire, the initial attack forces, regardless of whether they are the Jurisdictional Agency, Protecting Agency, or Assisting Agency, will immediately gather and preserve information and evidence pertaining to the origin and cause of the fire. Agencies and Counties shall render mutual assistance in investigation and law enforcement activities and in court prosecutions to the fullest extent possible. Each Agency and County 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 Agency will provide investigation files relative to the fire to the Jurisdictional Agency for legal action and/or prosecution.
25. **Trespass Fire:** Trespass fires will be pursued per agency policy.
26. **All-Hazard (Non-Fire) Response:** Although this Agreement is limited to wildland fire management and does not include non-wildland fire management and medical aid responses, many Parties support All-Hazard incidents within their respective authorities. Other Parties may not have the authority to respond at all. This Agreement does not preclude Parties from supporting one another in emergency situations as provided by their respective policies, procedures, or other agreements.

Stafford Act All-Hazard Response: In the event of a Presidential Disaster Declaration to an emergency situation, the Stafford Act provides Federal funding assistance to states and allows Federal agencies maximum authority to respond to All-Hazard incidents. Under this designation the Parties may assist one another under the provisions of this agreement if so tasked by the Federal Emergency Management Agency (FEMA) and as long as requested resources are available and all other provisions of this agreement are met. Stafford Act responses, procedures and requirements established in the National Response Framework (NRF) shall be utilized by the Parties to authorize and accomplish any required response or support tasks.

The Use and Reimbursement for resources when responding under the Stafford Act shall be governed by the provisions contained in Exhibit G, Use and Reimbursement for Stafford Act Shared Resources.

Mobilization activities will be accomplished utilizing established dispatch coordination concepts per the current National Interagency Mobilization Guide. It is noted that local fire resources are often mobilized within a state pursuant to a separate state MOU or agreement with local fire departments or fire organizations, with reimbursement handled according to the terms detailed within that agreement.

Non-Stafford Act (Non-wildfire) Responses: Other disasters/emergencies, usually of a smaller scale, may not receive a Presidential Disaster Declaration and the Stafford Act will not apply. Federal agencies have only limited authority to respond to these All-Hazard (non-wildfire) incidents. The Parties will support one another in these emergency situations as provided by their respective policies, procedures, or other agreements.

Reimbursement for All-Hazard (non-wildfire), non-Presidential Disaster Declaration incidents will be negotiated on an incident by incident basis utilizing accepted business management practices, authorities, policies, procedures, and other agreements of the Agencies involved.

Mobilization activities will be accomplished utilizing established dispatch coordination concepts per the current National Interagency Mobilization Guide, as modified (if necessary) by limitations in funding or agency policy.

27. **Wildland Urban Interface:** The operational role of federal and State agencies as partners in the wildland urban interface is wildland firefighting, hazard fuels reduction, cooperative prevention /education/mitigation, and technical assistance. Any fire service entity or resource may take action to prevent a wildland fire from reaching a structure, depending upon the location of the wildland fire and the chosen management strategy. Structural fire suppression is the responsibility of tribal or local governments. State and federal agencies may assist with exterior structural protection activities within the limits of their agencies policies. During wildfire incidents, development and implementation of structure protection plans and coordination with an Incident Management Team is a responsibility of the structure protection entity. Structure protection tasks may be delegated to an incident management team at the discretion of the responsible jurisdiction. Costs associated with the protection of privately owned structures on private or public (Federal or State) lands are the responsibility of the Agency or fire service entity that has jurisdiction for protecting the structure unless stipulated otherwise by agreements (e.g. – Special Use Permits). Appropriate Annual Operating Plans will further define operations in the wildland urban interface.

## VI. USE OF AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

28. **Appropriated Fund Limitation:** Nothing herein shall be interpreted as obligating the Agencies, County(s), the United States or the State of Wyoming to expend funds in excess of appropriations authorized by their governing body from the current fiscal year's budget and administratively allocated annually for the obligations contemplated in this Agreement.
29. **Duration of Assignments:** Consideration must be given to the health and safety of personnel when assigned to fires. Agencies and Counties agree that Incident Commanders will release suppression resources to their primary responsibilities as soon as incident priorities allow. Incident Commanders shall also adhere to rest and rotation policies of respective responding agencies.
30. **Cost Share Agreement:** A cost share agreement will be prepared by the responsible unit administrators (as defined in EXHIBIT A, Glossary) or their authorized representatives when there is (1) a multi-jurisdictional incident or, (2) an incident which threatens or burns across direct protection boundaries of Counties, State, or Federal Agencies. See EXHIBIT E for a sample cost share agreement. Guidance for cost share determinations can be found in the Interagency Incident Business Management Handbook. A general approach to cost sharing on local incidents will be outlined in appropriate Annual Operating Plans but can be superseded by an incident specific cost share agreement.

The Agencies and Counties agree that all reasonable and necessary costs incurred to meet the protection responsibilities within each Agency's or County's Direct Protection Area will be the responsibility of that Agency or County. Typically, suppression actions and their associated costs are driven by perceived threat to values at risk. Values at risk may, in turn, require more intense suppression efforts and, therefore, higher suppression costs in one Agency's or County's direct protection area than in another. These situations will be considered when determining each Agency's and County's share of the costs for an incident.

For temporary support level functions or facilities established during periods of extraordinary fire danger or activity, similar cost sharing procedures may be used by the involved Agencies or Counties.

31. **Procurement:** The Jurisdictional Agency(s) will determine the appropriate procurement procedures that will be utilized at the time of the incident. Procurement costs by one Agency or County in support of another that are reasonable and prudent may be charged back to the Protecting Agency. All resource ordering is subject to concurrence and accountability to the protecting agency.
32. **Equipment and Supplies:** Equipment and supplies, (e.g., commonly used agency owned items such as incident command trailers, office equipment, pumps, hoses, nozzles, etc.) supplied by one Party and received by another Party shall become the responsibility of the receiving Party. Equipment and supplies shall be returned in

the same condition as when received, reasonable wear and tear excepted. The receiving Party will repair or reimburse for damages in excess of reasonable wear and tear and 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.

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 until received by the consignee.

Equipment damaged while under the control of the Protecting Agency will be repaired/replaced at the expense of the Protecting Agency, unless damage occurred because of negligence by the Supporting Agency.

33. **Licensing:** Drivers and equipment operators will hold appropriate operating licenses to meet state and federal laws. Employees of the Parties to this Agreement may operate each other's vehicles provided the operator is qualified by the current operating guidelines and training requirements of their own Agency. Driving will be for official purposes only. Further details may be included in the appropriate Annual Operating Plans.
34. **Training:** The Agencies and Counties will cooperate in wildland fire, prescribed fire, and aviation training, including training scheduling, course development, course presentation, and selection of trainees. Local cooperators will be included in this cooperative approach.
35. **Communication Systems:** Parties to this agreement agree to cooperate in defining procedures and criteria for communications systems and frequencies within each agency's authorities. The defined procedure will be documented in appropriate Annual Operating Plans.
36. **Fire Weather Systems:** The Parties 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.
37. **Aviation Operations:** Aircraft use may be considered as mutual aid with the terms of use outlined in appropriate Annual Operating Plans. Aircraft ordered for use should be authorized by the jurisdiction on which it is being used. If not authorized, the cost will be borne by the agency or fire service entity that initiated the order. Otherwise, costs for aircraft should be the responsibility of the entity, Department or Agency/County on which jurisdiction the aviation resources are used, unless negotiated otherwise in cost share agreements.



**38. Wyoming National Guard, OHS, DOT Resources:** Ordering of Wyoming Office of Homeland Security (WOHS), Wyoming Military Department (WMD) and Wyoming Department of Transportation (WYDOT) resources:

Orders for resources for wildland fire incidents from these state agencies will be placed with the Interagency Zone Dispatch Center. The Interagency Zone Dispatch Center will then place the order with the Wyoming State Forestry Division (WSFD) Duty Officer. The WSFD Duty Officer will order the requested resources through these respective state agencies and respond back to the Interagency Zone Dispatch Center with the status.

Available (WMD) incident resources include but are not limited to: ground transportation, Blackhawk Helicopters with buckets, dozers and MAFFS unit. When ordered, a liaison from the Guard will accompany the ordered resources. Upon being ordered the National Guard will notify Wyoming State Forestry Division with the equipment identification and a manifest with the personnel responding.

Available WOHS incident resources include but are not limited to: Communications trailer, portable radio cache, refrigeration trailer and generators.

Available WYDOT incident resources include but are not limited to: Highway signs, dozers, and road graders.

**39. 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. Anytime non-federal resources respond outside the State of Wyoming, Wyoming State Forestry Division will coordinate resources, audit bills for services, and forward all completed bills for services to the Forest Service at the address below:

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

- c. 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 St  
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: 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

- d. The State/County and all of the Federal Agencies will meet quarterly to discuss fire costs and bring appropriate documentation of costs for billing purposes and/or billing estimates. A contact person for each Agency/County will be identified and be responsible for ensuring costs to date are presented at a meeting 90-120 days after the fire is declared out where all parties will determine cost breakout. Contacts will work together to set the date and location for this meeting.
- e. The State and Counties 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 Agencies and Counties. Emergency Equipment Rental Agreements will only be executed for equipment not listed in the above exhibits.
- f. The Jurisdictional Agency is not obligated to reimburse the Supporting Agency for costs incurred during the Mutual Aid period unless otherwise specified in a cost share agreement.
- g. Fire Numbers: Agencies will share their respective individual fire numbers for cross referencing purposes.
- h. Billing Estimates/Time Frames: On fires where costs are incurred pursuant to the terms of this agreement, the billing Agency or County 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 party.

For obligation purposes, the Federal Agencies will submit unpaid obligational figures to the State by May 15. The State or County will submit unpaid obligational figures to the appropriate Federal Agency 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 parties.

- i. Billing Content: A separate bill will be submitted for each fire. Bills and 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 the following:

- Originals or copies of 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.

- j. 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.
- k. 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.
- l. Electronic Funds Transfer (EFT): Wyoming shall designate a financial institution or an authorized payment agent 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 are to be made by EFT to the maximum extent possible. A waiver may be requested and payments received by check by certifying in writing that one of the following situations apply:
  - a. The payment recipient does not have an account at a financial institution, or
  - b. EFT creates a financial hardship because direct deposit will cost the payment recipient more than receiving the check, or
  - c. The payment recipient has a physical or mental disability, or a geographic, language, or literacy barrier.

In order to receive EFT payments, Wyoming shall register in the Central Contractor Registry (CCR) at [www.ccr.gov](http://www.ccr.gov) and follow the instructions on line. For assistance, contact the CCR Assistance Center at 888-227-2423 or 269-961-4725.

- m. Third Party Payments: Third parties may be utilized for fire management services by the Agencies to this Agreement, when agreed to by the affected agencies. Resource orders for third parties' personnel and equipment will be

made through and tracked by the State. To receive payment for services rendered, the third party will submit all billing invoices to their parent state. Each invoice shall contain a "remit to address" and a "tax ID" number. All third party invoices will be sent to the parent state within 120 days of completion of the fire management services, unless a written request for an extension has been granted by the State. For federal fire management services, the third party shall comply with the above stated billing requirements. The State, after ensuring that the conditions of the local agreement have been complied with, will submit the invoice to the appropriate federal agency and request that payment is made directly to the third party. Upon receipt of the invoice from the state, the federal agency may make payment as requested.

40. **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.

## VII. GENERAL PROVISIONS

41. **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 agency to this Agreement and the authority under which such temporary employment is authorized provides that such employees shall be subject to the employing agency's personnel laws and regulations.
42. **Mutual Sharing of Information:** Subject to applicable state and federal rules and regulations, including the Privacy Act, Agencies and Counties will furnish to each other, or otherwise make available upon request, such maps, documents, 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, in accordance with applicable State and Federal rules and regulations.
43. **Accident/Incident Investigations:** Whenever an accident/incident occurs involving the equipment or personnel of an Assisting Agency, the Protecting Agency shall take immediate steps to notify the Supporting and Jurisdictional Agency. As soon as practical, the Protecting Agency, in accordance with their policy, shall initiate an investigation of the accident. The investigation shall be conducted by a team made up of appropriate representatives from affected agencies.
44. **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. Agencies will meet to determine a cost recovery process as outlined in Clause 40, Cost Recovery.

45. **Waiver of Claims:** The State and Federal Agencies hereby waive all claims between and against each other for compensation for loss, damage, and personal injury, including death, to each other's property, employees, agents, and contractors occurring in the performance of this Agreement, provided this provision shall not relieve any party from responsibility for claims of third parties for losses for which the party is otherwise legally liable.
46. **Modifications:** Modifications within the scope of this Agreement shall be made by mutual consent of the Agencies, by the issuance of a written modification, signed and dated by all Agencies, prior to any changes being performed. No Agency is obligated to fund any changes not properly approved in advance.
47. **Annual Review:** If deemed necessary, prior to January representatives of the State and Federal Agencies (See Exhibit B, Principle Contacts) will meet and review matters of mutual concern. Operating plans, at all levels, will be reviewed annually. If necessary, operating plans will be revised.
48. **Duration of Agreement:** The term of this Agreement shall commence on the date the last Party signs below and shall remain in effect for five years from that date, unless terminated earlier. Any party shall have the right to terminate their participation to this Agreement by providing one-year advance written notice to the other Parties to this Agreement.
49. **Previous Agreements Superseded:** This Agreement supersedes the 2007 Wyoming Interagency Cooperative Fire Protection Agreement.

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 any updated activities and conditions covered by those agreements or plans can be incorporated into appropriate Annual Operating Plans provided for under this Agreement.

50. **Entirety of Agreement:** This Agreement consisting of 24 pages, Exhibit A consisting of 9 pages, Exhibit B consisting of 1 page, Exhibit C consisting of 5 pages, Exhibit D consisting of 2 pages, Exhibit E consisting of 6 pages, Exhibit F consisting of 7 pages, Exhibit G consisting of 4 pages, and Exhibit H consisting of 2 pages represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
51. **Severability:** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and any party may renegotiate the terms affected by the severance.


52. **Sovereign Immunity:** The State of Wyoming and the Wyoming State Board of Land Commissioners do not waive sovereign immunity by entering into this agreement and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming Statute 1-39-104(a) and all other state laws. Designations of venue, choice of law, enforcement actions, and similar provisions should not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.
53. **Civil Rights:** The Agencies and Counties shall comply with all State of Wyoming and Federal statutes relating to nondiscrimination including, but not limited to: (a) the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, handicap, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686) which prohibits discrimination on the basis of sex.

54. **Authorized Representatives/Signatures:** 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.

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

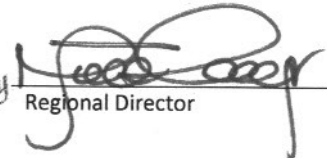
STATE OF WYOMING  
BOARD OF LAND COMMISSIONERS

 3-22-12  
Chairman Date

 3-8-12  
Assistant Attorney General Date

 3-8-12  
WY State Forester Date

USDI FISH AND WILDLIFE SERVICE  
MOUNTAIN PRAIRIE REGION


*Acting Deputy*  
 2-27-12  
Regional Director Date

USDI BUREAU OF INDIAN AFFAIRS  
ROCKY MOUNTAIN REGION

*Acting*  
 3/26/12  
Regional Director Date

USDI NATIONAL PARK SERVICE  
INTERMOUNTAIN REGION

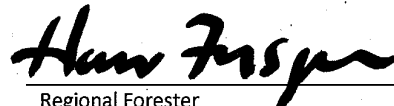
 3-26-12  
BIA Contracting Specialist Date

 3/2/12  
Regional Director Date

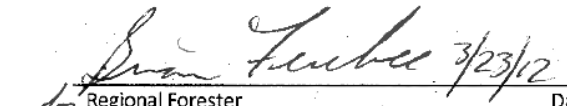
USDI NPS INTERMOUNTAIN REGION Contracting  
Officer Date

TRISH FRESQUEZ - HERNANDEZ  
CONTRACTING OFFICER  
NATIONAL PARK SERVICE


USDA FOREST SERVICE  
INTERMOUNTAIN REGION

 3/7/12  
Regional Forester Date

USDA FOREST SERVICE  
ROCKY MOUNTAIN REGION

 3/23/12  
Regional Forester Date

The authority and format of this instrument has been reviewed and approved for signature.

 3/7/2012  
USDA Forest Service Intermountain Region,  
Grants and Agreements Specialist Date

 3/16/12  
USDA Forest Service Rocky Mountain Region,  
Grants and Agreements Specialist Date

USDI BUREAU OF LAND MANAGEMENT  
WYOMING STATE OFFICE

 3/27/12  
State Director Date

 29 Mar 2012  
Agreements Coordinator, WY BLM Date



## EXHIBIT A

(STATEWIDE COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT)

### GLOSSARY OF TERMS

**Agencies:** Parties signatory to this agreement.

**Agency:** A division of government with a specific function offering a particular kind of assistance. In ICS, agencies are defined either as jurisdictional (having statutory responsibility for incident management) or as assisting or cooperating (providing resources or other assistance).

**Agency Administrator:** The official responsible for the management of a geographic unit or functional area.

**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.

**Appropriate Annual Operating Plan:** A document that outlines the details of implementing this Interagency Cooperative Fire Management Agreement.

**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 (1) to oversee the management of multiple incidents that are each being handled by an ICS organization or (2) to oversee the management of large or multiple incidents to which several Incident Management Teams have been assigned. Area Command has the responsibility to set overall strategy and priorities, allocate critical resources according to priorities, ensure that incidents are properly managed, and ensure that objectives are met and strategies followed. Area Command becomes Unified Area Command when incidents are multijurisdictional. Area Command may be established at an Emergency Operations Center (EOC) facility or at some location other than an ICP.

**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 they belong to, and regardless of which agency has protection responsibility.

**Confine:** Restrict the wildfire within determined boundaries, established either prior to, or during the fire. These identified boundaries will confine the fire, with no action being taken to put the fire out.

**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 Recovery:** Authority to recover suppression costs and damages from individuals causing a fire varies depending on contracts, agreements, permits and applicable laws.

**Cooperator(s):** Local agency or person who has agreed in advance to perform specified fire control services and has been properly instructed to give such service.

**County(ies):** A unit of local government and one of the administrative subdivisions that the states of the United States, excepting major cities, are divided into.

**Direct Protection Area:** That area which, by law or identified or authorized pursuant to the terms of this Agreement, is provided protection by the Parties. This may include land protected under exchange or payment for protection.

**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.”

**Emergency Support Function (ESF):** Used by the Federal Government and many State governments as the primary mechanism at the operational level to organize and provide assistance. ESFs align categories of resources and provide strategic objectives for their use. ESFs utilize standardized resource management concepts such as typing, inventorying, and tracking to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident.

**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. Criteria is specified in “Interagency Prescribed Fire – Planning and Implementation Procedures Reference Guide”.

**Exhibit:** A collection of separate material at the end of a document.

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

**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: aviation, dispatch, suppression, prescribed fire/fuels management, fire analysis/planning, training, prevention, public affairs, emergency stabilization and/or burned area rehabilitation in fire management.

**General/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.

**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.

**Geographic Area Coordinating Group (GACG):** Interagency regional fire management bodies.

**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 to a facility from a disaster event.

**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 mean hazardous substances, pollutants, and contaminants as defined by the NCP.

**Incident Command System (ICS):** A standardized on scene emergency management construct specifically designed to provide for the adoption of an integrated organizational structure that reflects the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries. ICS is the combination of facilities, equipment, personnel, procedures, and communications operating with a common organizational structure, designed to aid in the management of resources during incidents. ICS is used for all kinds of emergencies and is applicable to small as well as large and complex incidents. ICS is used by various jurisdictions and functional agencies, both public and private, or organized field-level incident management operations.

**Incident Commander (IC):** The individual responsible for all incident activities, including the development of strategies and tactics and the ordering and release of resources. The IC has overall authority and responsibility for conducting incident operations and is responsible for the management of all incident operations at the incident site.

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

**Indirect Cost:** A fixed percentage rate as determined by a process provided for in the Indirect Cost Negotiation Agreement as in Office of Management and Budget (OMB)

Circular A-87, to recover those costs that cannot be directly charged to the project. The rate will be specified in the Annual Statewide Operating Plan.

**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.

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

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

**Initial Attack:** The aggressive response to a wildland fire based on values to be protected, benefits of response, and reasonable cost of response.

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

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

**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.

**Mission Assignment:** The mechanism used to support Federal operations in a Stafford Act major disaster or emergency declaration. It orders immediate, short-term emergency response assistance when an applicable State or local government is overwhelmed by the event and lacks the capability to perform, or contract for, the necessary work.

**Mitigation:** Activities designed to reduce or eliminate risks to persons or property or to lessen the actual or potential effects or consequences of an incident. Mitigation measures may be implemented prior to, during, or after an incident. Mitigation measures are often developed in accordance with lessons learned from prior incidents. Mitigation involves ongoing actions to reduce exposure to, probability of, or potential loss from hazards. Measures may include zoning and building codes, floodplain buyouts, and analysis of hazard-related data to determine where it is safe to build or locate temporary facilities. Mitigation can include efforts to educate governments, businesses, and the public on measures they can take to reduce loss and injury.

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

**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.

**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.

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

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

**Party:** Entities that are signatory to this Agreement.

**Planned Ignition:** The intentional initiation of a wildland fire by hand-held, mechanical or aerial device where the distance and timing between ignition lines or points and the sequence of igniting them is determined by environmental conditions (weather, fuel, topography), firing technique, and other factors which influence fire behavior and fire effects (see prescribed fire).

**Preparedness:** 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.

**Prescribed Fire:** Is a wildland fire originating from a planned ignition to meet specific objectives identified in a written, approved, prescribed fire plan for which NEPA requirements (where applicable) have been met prior to ignition (see planned ignition).

**Prevention:** Activities directed at reducing the incidence of fires, including public education, law enforcement, personal contact and the reduction of fuel hazards (fuels management).

**Procurement Documents:** Agency specific financial obligation documents.

**Protecting Agency:** The Agency responsible for providing direct incident management and services to a given area pursuant to its jurisdictional responsibility or as specified and provided by federal or state law, contract, or agreement.

**Protection:** The actions taken to limit the adverse environmental, social, political, and economical effects of fire.

**Protection Area:** That area for which a particular fire protection organization has the primary responsibility for attacking and uncontrolled fire and for directing the suppression actions.

**Protection Boundaries:** Mutually agreed upon boundaries which identify areas of direct incident protection responsibility and are shown on maps in the appropriate annual operating plans.

**Reciprocal (Mutual Aid) Fire Protection:** Reciprocal fire protection is the act of helping the protecting Agency, at no cost for the first specified number of hours or by written agreement, to suppress wildfires. 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. Reciprocity may be thought of as the implementing mechanism of the closest forces concept.

**Reconciliation process:** The process for tracking in-state incidents for all Parties to this Agreement for the purpose of issuing one annual billing to the paying Party.

**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.

**Reimbursable (Assistance by Hire):** Incident resources that will be paid for by the requesting Protecting Agency per the conditions of this Agreement and its appropriate annual operating plans. Excludes Mutual Aid.

**Reimbursable Costs:** All costs associated with operations and support ordered on a resource order or project plan by or for an incident or project within the provisions of this Agreement. Such costs may include, but are not limited to, the following:

- Agency costs for transportation, salary, benefits, overtime, and per diem of individuals assigned to the incident or project.
- Additional support dispatching, warehousing or transportation services supporting a resource order.
- Cost of equipment in support of the incident, contract equipment costs and operating costs for agency equipment.
- Operating expenses for equipment assigned to the incident such as fuel, oil, and equipment repairs.
- Aircraft, airport fees, and retardant and other fire chemical costs.
- Agency/County-owned equipment and supplies lost, damaged, or expended by the supporting agency.
- Cost of reasonable and prudent supplies expended in support of the incident.
- Charges from the state-provided resources such as inmate crews, National Guard resources, and county and local resources.
- Indirect costs may be applied on joint state and federal suppression/non-suppression projects.

**Resources:** Personnel and major items of equipment, supplies, and facilities available or potentially 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 EOC.

**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.

**State:** 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, and any possession of the United States. (As defined in section 2(14) of the Homeland Security Act of 2002, Public Law 107-296, 116 Stat. 2135, et seq. (2002).)

**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.

**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/wildfires 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.

**Supplemental Fire Suppression and Cost Share Agreement:** A document prepared to distribute costs on a multi-jurisdictional incident (see Exhibit F).

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

**Suppression:** All the work of extinguishing or confining a fire beginning with its discovery.

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

**Trespass:** An occurrence of unauthorized fire on agency protected lands where the source of ignition is tied to some type of human activity.

**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:** An application of ICS used when there is more than one agency with incident jurisdiction or when incidents cross political jurisdictions. Agencies work together through the designated members of the Unified Command to establish their designated Incident Commanders at a single ICP and to establish a common set of objectives and strategies and a single Incident Action Plan.

**Unit 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 Service, Agency Superintendent for the Bureau of Indian Affairs, Park Superintendent for the National Park Service, and Refuge Manager (Project Leader) for Fish and Wildlife Service. May also include 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).)

**Wildfire:** Unplanned ignition of a wildland fire (such as a fire caused by lightning, volcanoes, unauthorized and accidental human-caused fires) and escaped prescribed fires. (See unplanned ignition and escaped prescribed fire).

**Wildland Fire:** A general term describing any non-structure fire that occurs in the wildland.

**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

(STATEWIDE COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT)

### Principal Contacts

PRINCIPAL PROJECT CONTACTS. The principal project contacts for this instrument are as follows. These points of contact will review this Agreement at least annually as needed.

#### **Bureau of Land Management**

Jeff Fedrizzi  
5353 Yellowstone Rd  
Cheyenne, WY  
Phone: 307-775-6234  
FAX:  
E-Mail: [jfedrizz@blm.gov](mailto:jfedrizz@blm.gov)

#### **National Park Service**

Mike Davin  
12795 W. Alameda Parkway  
Denver, CO 80225-0287  
Phone: 303-969-2951  
FAX: 303-969-2037  
E-Mail: [michael\\_davin@nps.gov](mailto:michael_davin@nps.gov)

#### **Bureau of Indian Affairs**

Robert LaPlant  
316 N 26th Street  
Billings, Montana 59101  
Phone: 406 247-7949  
FAX:  
E-Mail: [Robert.Jones@bia.gov](mailto:Robert.Jones@bia.gov)

#### **U.S. Fish and Wildlife Service**

Dave Carter  
P.O. Box 25486  
Denver, CO 80225  
Phone: 303-236-8110  
FAX:  
E-Mail: [David\\_Carter@fws.gov](mailto:David_Carter@fws.gov)

#### **US Forest Service – Rocky Mountain Region**

Mark Boche  
740 Simms Street  
Golden, Colorado 80401  
Phone: 303-275-5736  
FAX: 303-275-5754  
E-Mail: [mboche@fs.fed.us](mailto:mboche@fs.fed.us)

#### **US Forest Service – Intermountain Region**

Loren Walker  
324 25th Street  
Ogden, UT 84401  
Phone: 801-625-5245  
FAX:  
E-Mail: [ldwalker@fs.fed.us](mailto:ldwalker@fs.fed.us)

#### **Wyoming State Forestry Division**

Ron Graham  
5500 Bishop Blvd.  
Cheyenne, Wyoming 82002  
Phone: 307-777-3368  
FAX: 307-777-5986  
E-Mail: [ron.graham@wyo.gov](mailto:ron.graham@wyo.gov)

## EXHIBIT C

(STATEWIDE COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT)

### ANNUAL OPERATING PLAN OUTLINE GUIDE

#### PREAMBLE

This operating plan is prepared pursuant to the Wyoming Cooperative Wildland Fire Management and Stafford Act Response Agreement signed and dated \_\_\_\_.

This operating plan supersedes:  
(List applicable local agreements and Operating Plans.)

#### PURPOSE

This is a (Geographic Area, Statewide or Sub-Geographic Area) Annual Operating Plan (AOP) applicable to all signatory parties within (Geographic Area Name or the State of XXX, or Sub-Geographic Area Name). It addresses issues affecting cooperation, interagency working relationships and protocols, financial arrangements, and joint activities. The XXXX Mobilization Guide is considered part of this ANNUAL OPERATING PLAN.

#### 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 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 implements 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:** Specify staffing, funding and level of participation agreed to.

**Interagency Resources:**

- Identify funding and staffing of joint resources and facilities commensurate with each Agency's use.
- Identify the process by which additional preparedness resources requests will be coordinated.
- *If applicable, cite the operating plan for management of Incident Management Teams and where it is available.*

**Standards:** Reference common standards; reference direction for land management and aircraft use.

## **PREPAREDNESS**

**Protection Planning:** Determine efficiencies and document decisions regarding acquisition of protection services and reciprocal assistance. Identify placement of crews, engines, air tankers, helicopters, fixed and aerial detection, regulated use, closures, and other joint fire control efforts.

**Protection Areas and Boundaries:** Identify areas (map and/or describe).

### **Methods of Fire Protection and Suppression:**

- **Reciprocal (Mutual Aid) Fire Assistance:** Document reciprocal initial attack zones. Document the length of the mutual aid period. (It should not exceed 24 hours unless specifically stated by agreement or contract.)
- **Acquisition of Services:** Identify areas for reimbursable (cooperative), exchange (offset) or contract (fee basis) fire protection services. Method used to establish fee or rate of exchange. Terms and conditions. Work to be done by Protecting Agency and its responsibilities.

**Joint Projects and Project Plans:** Document or reference joint cooperative projects including objectives, role of each Agency, and financial plan. Examples: prescribed fire/fuels management, pre-suppression, fire analysis/planning, rehabilitation, training, prevention, public affairs, etc.

**Fire Prevention:** Identify goals, activities, resources and cost sharing.

**Fire Restrictions:** Implementation procedures or incorporate by reference the document containing those procedures.

**Prescribed Fire (Planned Ignitions) and Fuels Management:** Refer to project plans.

**Smoke Management:** Local considerations; use of Air Resource Advisors.

## **OPERATIONS**

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

- Specify notification procedures and timelines.
- Establish timeframes when final Fire Reports will be sent to jurisdictional agencies.
- Describe the level of communication required with neighboring jurisdictions regarding the management of all wildfires, especially those with objectives that include benefit.

**Boundary Line Fires:** Specify notification procedures.

**Independent Action on Lands Protected by Another Agency:** Discuss any special land management considerations that affect independent action initial attack. Describe areas, if any, where there are exceptions to this clause and state reasons.

**Response to Wildland Fire:**

**Special Management Considerations:**

- Identify areas where there are resource and other management concerns i.e. special management considerations, appropriate fire management actions, any restrictions in firefighting tactical techniques, etc. *(Note: This information could be incorporated by reference to a fire management plan.)*
- Jurisdictional Agencies, which may include state and private lands, should identify the conditions under which wildland fire may be managed to achieve benefit, and the information or criteria that will be used to make that determination (e.g. critical habitat, hazardous fuels and land management planning documents). *(Note: This information could be incorporated by reference to a fire management plan.)*
- Identify how suppression costs related to special management considerations will be allocated.

**Decision Process:** Identify the process by which the parties will develop and document decisions regarding suppression strategies and tactical actions that are cost efficient and consider loss and benefit to land, values-at-risk, resource, social and political values, and existing legal statutes.

**Cooperation:** Identify how to involve all parties in developing the strategy and tactics to be used in preventing unwanted wildland fire from crossing the jurisdictional boundary, and how all parties will be involved in developing mitigations which would be used if a wildland fire does cross jurisdictional boundaries.

**Communication:** Describe the level of communication required with neighboring jurisdictions regarding the management of all wildfires, especially those with objectives that include benefit. Describe the level of communication required with neighboring jurisdictions regarding suppression resource availability and allocation, especially for wildfires with objectives that include benefit.

**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 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.

**Delegation of Authority:** Describe procedures and criteria to specify direction, authority and financial management guidelines that local Unit Administrators will use to inform Incident Commanders.

**Preservation of Evidence and Fire Cause Determination:** Investigation process.

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

**Cost Share Agreement (Cost Share Methodologies)** Describe 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 to create benefit.
  - 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 (weather, fuels, and fire behavior) or tactical considerations (firefighter safety, resource availability) that preclude stopping the fire at jurisdictional boundaries. Examples of cost-sharing methodologies may include, but are not limited to, the following:
    - When a wildland fire that is being managed for benefit spreads to a neighboring jurisdiction because of strategic decisions, and in a location where fire is not wanted, the managing jurisdiction shall be responsible for wildfire suppression costs.
    - In those situations where weather, fuels or fire behavior of the wildland fire precludes stopping at jurisdiction boundaries cost-share methodologies may include, but are not limited to:
      - a. Each jurisdiction pays for its own resources – fire suppression efforts are primarily on jurisdictional responsibility lands,
      - b. Each jurisdiction 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,
      - d. Cost is apportioned by geographic division. 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 estimates (for larger, multi-day incidents). This method relies upon daily agreed to cost estimates, using Incident Action Plans or other means to determine multi-Agency contributions. Reimbursements can be made upon estimates instead of actual bill receipts.

**Training:** Identify training needs, schedules, billing arrangements, agreed to sharing of resources. (Review Wyoming Statewide Agreement Clause, Joint Projects and Project Plans).

**Communication Systems:** Identify specific radio frequencies, computer system access, data transmission lines, communication sites, and communications equipment shared between Parties.

**Fire Weather Systems:** Specify maintenance, use and management, if any.

**Aviation Operations:** Identify and document any local aviation agreements.

**Billing Procedures:** See Exhibit XX - Reimbursable Billings and Payments

- Procedures for Fee Based Services
- Payment Process
- Timeframes to notify billing agency of incorrect invoice
- Contact information for written request for extensions
- Billing location/address

**Cost Recovery:** Procedures for determining a cost recovery process.

**GENERAL PROVISIONS**

**Personnel Policy:** See Exhibit XX – 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 **XXFD** employees and the **XXFD** will be reimbursed for their actual costs.

**Modification:** Revisions or updates to this Annual Operating Plan are automatically incorporated into the Master Cooperative Wildland Fire Management Agreement dated XXXXX. A formal modification to the Master Agreement is unnecessary.

**Annual Review:** This Annual Operating Plan is reviewed annually by (DATE) and revised, as needed.

**Duration of Agreement:** This Annual Operating Plan remains in effect until superseded.

**Previous Agreements Superseded:** XXX Annual Operating Plan.

**Authorized Representatives:** By signature below, all signatories to this Annual Operating Plan 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 AOP

**SIGNATURES**

*Unit Administrators will have the responsibility for developing and approving annual operating plan(s).*

**SIGNATURES**

Agency

Agency

\_\_\_\_\_  
Agency Administrator

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

\_\_\_\_\_  
Agency Administrator

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

**EXHIBIT D.**

*(STATEWIDE COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT)*

**Supplemental Project Plan Template**

**SUPPLEMENTAL NUMBER \_\_\_\_\_  
TO COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE  
AGREEMENT**

**PROJECT AND FINANCIAL PLAN**

**I. INTRODUCTION**

Brief description, where located, status of environment analysis, status compliance if applicable, design/specifications status.

List authorizing law (Examples: Reciprocal Fire Protection Act, 42 U.S.C. 1856 or Cooperative Funds and Deposits Act, PL 94-148).

**II. SCOPE AND DURATION**

The description of this project is to \_\_\_\_\_. It is anticipated that this project will begin \_\_\_\_\_ and will end \_\_\_\_\_.

**III. PRINCIPAL CONTACTS**

Principal contacts for each Agency for the administration of the project are:

Name  
Address  
Telephone  
FAX

**IV. DETAILED PROJECT DESCRIPTION**

- A. Specific duties and tasks to be performed. Identify desired end results.
- B. Identify tools and equipment needed and who will supply them.
- C. Identify size of crew and who will be providing transportation
- D. Other

**V. SUPERVISION AND TECHNICAL OVERSIGHT**

**VI. REIMBURSEMENT**

Describe any relevant reimbursement and billing procedures, including to whom to send payment and the billing address.

**VII. FINANCIAL PLAN**





## **EXHIBIT E.**

*(STATEWIDE COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT)*

### **Cost Share Agreement**

#### **INSTRUCTIONS –COST SHARE AGREEMENT**

Numbered instructions correspond to form items that require further explanation. Supplements to 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 cost share agreement may be completed on a single page, describing the change to the original cost share agreement, and obtaining new signatures from those involved.

A Master Cooperative Wildland Fire Management Agreement exists between all major wildland fire protection agencies in Wyoming. This agreement authorizes general mutual aid, including reciprocal and cooperative fire protection services elaborated upon in local annual 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 forces on the fire are responsible for completing and signing the cost share agreement.

1. List the fire name agreed upon by Agencies involved.
2. Give the origin or best estimate of origin location by legal description.
3. Estimate the size at the time of the Cost Share Agreement.
4. List the Agencies 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. 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.

List the appropriate personnel filling ICS positions on the fire.

7. List any special conditions or resource objectives, i.e., 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.
8. List the Agency responsible for structural protection, and any pertinent control information or contacts.
9. 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.
10. 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. 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 estimates (for larger, multi-day incidents). This method relies upon daily agreed to cost estimates, using Incident Action Plans or other means to determine multi-Agency contributions. Reimbursements can be made upon estimates instead of actual bill receipts.

The following are not reimbursable:

- Responsibility for tort claims or compensation for injury costs.
- Non suppression rehabilitation costs are the responsibility of the jurisdictional Agency.
- Non-expendable property purchases will be the responsibility of the Agency making the purchase.

Support costs (i.e. office dispatchers, warehouse workers, etc.), unless they are charging to an emergency code assigned to the incident.

The cost centers that should be considered in this agreement:

- 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).

11. 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 E. (Continued)**

**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 Agreement or (list other agreement and number) between the Agencies listed.

1. Fire Name: \_\_\_\_\_ Origin Date \_\_\_\_\_ Time \_\_\_\_\_
2. Origin: Township \_\_\_\_\_ Range \_\_\_\_\_ Section \_\_\_\_\_
3. Estimated Size \_\_\_\_\_ Acres at the time of this agreement.
4. Agency \_\_\_\_\_ Fire # \_\_\_\_\_ Accounting Code \_\_\_\_\_  
Agency \_\_\_\_\_ Fire # \_\_\_\_\_ Accounting Code \_\_\_\_\_  
Agency \_\_\_\_\_ Fire # \_\_\_\_\_ Accounting Code \_\_\_\_\_  
Agency \_\_\_\_\_ Fire # \_\_\_\_\_ Accounting Code \_\_\_\_\_  
Agency \_\_\_\_\_ Fire # \_\_\_\_\_ Accounting Code \_\_\_\_\_
5. This agreement becomes effective on: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ at \_\_\_\_\_ and remains in effect until amended or terminated.

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

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

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

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

Agency \_\_\_\_\_ Geographic Responsibility \_\_\_\_\_

Agency \_\_\_\_\_ Geographic Responsibility \_\_\_\_\_

Agency \_\_\_\_\_ Geographic Responsibility \_\_\_\_\_

Agency \_\_\_\_\_ Geographic Responsibility \_\_\_\_\_

9. The Agency responsible for structural protection will be: \_\_\_\_\_

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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:

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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

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

**Exhibit F.**

(STATEWIDE COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT)

**Supplemental Fire Department Resources**



**NATIONAL WILDFIRE  
COORDINATING GROUP**

National Interagency Fire Center  
3833 S. Development Avenue  
Boise, Idaho 83705

**MEMORANDUM**

Reference: NWCG#004-2009  
To: NWCG Executive Board  
From: NWCG Chair *Brian McManis*  
Date: February 6, 2009  
Subject: Agreements with Local Fire Departments

Several local fire departments have established programs to sign-up qualified resources to be dispatched to incident assignments under agreements between state or local fire departments and Federal partners. A review of these agreements and Annual Operating Plans has shown a variety of pay rates, overhead rates, backfill, and methods of pay ("hours worked" versus "portal to portal"), leaving receiving units unclear as to what they are paying for a resource mobilized from out of their geographic area..

The NWCG and the National Multi-Agency Coordinating Group (NMAC) have determined that wildland fire agencies should continue to allow local Federal land management offices to enter into agreements with local fire departments that include supplemental resources for mobilization. However, we feel that there should be controls on the terms of these agreements to ensure consistency across geographic boundaries. The NWCG tasked the Incident Business Practices Working Team to develop standards and controls for the following:

- Provide definition of supplemental fire department resources so that a consistent application is applied.
- Establish standard rates for supplemental fire department resources, using General Schedule tables with locality pay applied.
- Require supplemental fire department resources to be paid on an as-worked basis; not portal to portal.
- Recommend a standard administrative overhead rate for supplemental fire department resources.
- Develop a process to assure there are no backfill payments for supplemental fire department resources.

NWCG#004-2009  
Agreements with Local  
Fire Departments

Page 1 of 2



- Develop a standard template for local agreements that include supplemental fire department resources.
- Develop standard ROSS and dispatch protocols for management of supplemental fire department resources.

The attached documents and templates have been developed as directed and approved by the NWCG. All agencies are requested to provide direction to the field to implement these required modifications to local and/or state agreements that provide supplemental fire department resources for national mobilization prior to the 2009 western fire season.

Attachments:

- A: Standard language for all state or local agreements that includes national mobilization of supplemental fire department resources.
- B: Annual Operating Plan for the mobilization of supplemental fire department resources.
- C: Talking Points
- D: Classification level matrix of positions to be used when determining pay rates for supplemental fire department resources.

## **Exhibit F. (Continued)**

*(STATEWIDE COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT)*

### **Supplemental Fire Department Resources**

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 employee portion of benefits. Travel and per diem reimbursements will be based on the Federal Travel Regulations.

Backfill is not reimbursable for personnel hired as Supplemental Fire Department Resources.

An indirect cost allowance equal to ten percent of the direct salary and wage cost of providing the service (excluding overtime, shift premiums, and fringe benefits) is allowed. (OMB Circular A-87)

#### **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 Annual Operating Plan (AOP) by name, position(s), and identified as SR. While on assignment, these individuals are **XXFD** employees and the **XXFD** will be reimbursed for their actual costs.

#### **Rate Determination**

The basis for the computation of base hourly rate is the classification level of the position filled according to the attached matrix. Base hourly rate shall be no more than step 5 of the appropriate GS wage adjusted for locality pay at the location of the fire district. These rates can be found on the OPM web site <http://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 AOP are computed as follows:

- 1) **Regular Compensation Rate:** The rates listed include base hourly rate determined above plus employee benefits. Employee benefits include only 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 is paid to those employees performing work that meets the definition of hazardous duty as defined in the Interagency Incident Business Management Handbook, Section 12.9. 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 12.7-2 #4) 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.

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Signature	Date
Agency Administrator	
Federal Agency	

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Signature

Date

Fire Chief

Local Fire Protection District

Or appropriate Official at State Level

**Attachment to Exhibit F.  
Supplemental Fire Department Resource  
Classification Level Matrix**

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

**Attachment to Exhibit F.  
Supplemental Fire Department Resource  
Classification Level Matrix**

OPM GENERAL SCHEDULE	AREA COMMAND	COMMAND	OPERATIONS	AIR OPS	PLANS	LOGISTICS	FINANCE	SUPPORT
<b>GS-8</b>		SOF3	DOZ1	ATBM	DMOB	COML	COMP	EDSP
			TFLD	HEB2	HRSP	FACL	COST	IADP
					RESL	FDUL	TIME	
					SITL	GSUL		
						MEDL		
						SPUL		
<b>GS-9</b>			FALC	HLCO			PROC	
				HEB1				
				SECO				
<b>GS-10</b>		ICT3	DIVS	ASGS	FBAN	EMTP		CORD
			STPS	ATGS	LTAN			INTL
								PETM
<b>GS-11</b>		PIO2	OPBD	AOBD	PSC2	LSC2	FSC2	ARCH
		LOFR	OSC2			SVBD		IBA2
		SOF2				SUBD		MCCO
								PETL
<b>GS-12</b>	ACAC	DICT (T2)	OSC1		PSC1	LSC1	FSC1	IBA1
	ACPC	PIO1						
	ACLC	SOF1						
<b>GS-13</b>	ACDR	DICT (T1)						

## Exhibit G.

(STATEWIDE COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT)

### **USE OF 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 incident response activities will be accomplished by submission of billings, which are inclusive of copies of the Resource Orders that reflect the Mission Assignment- requested services and goods, and the expenditure back-up documentation, to the primary Emergency Support Function (ESF) agency (i.e. the agency to issue the mission assignment or sub-tasking). The primary ESF agency will review, approve the documentation, and return to the sub-tasked agency for forwarding to FEMA for reimbursement.

**2. Federal Reimbursable Assistance:** Federal Reimbursable Assistance resources must be requested by the primary ESF Federal 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 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 Director or the (FEMA) Regional Director 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 Director or the Regional Director.
- 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 Director or the (FEMA) Regional Director and the agency.

**3. State/Tribe/County Reimbursement Process:** State/Tribe/County reimbursement refers to those resources that are to be reimbursed by the primary ESF Federal agency. State/Tribe/County reimbursement resources must be requested by the primary ESF Federal 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/County personnel.
- b) Wages, travel and per diem of temporary State/Tribal/County personnel assigned solely to performance of services directed by the (FEMA) Associate Director or the (FEMA) Regional Director 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 Director or the Regional Director.
- 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 Director or the (FEMA) Regional Director and the agency.

**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/County receives its procurement authority from its own laws, and is therefore not subject to Federal procurement laws. Whenever the State/Tribe/County is responsible for the management of an incident (including an incident within the Direct Protection Area of a Federal Agency), the State/Tribe/County will comply with State/Tribe/County 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

### A. Incident Billings:

1. When State/Tribe/County is the supporting agency, the State/Tribe/County will bill the primary ESF Federal 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 Appropriate Annual Operating Plans, the billing Party shall submit a bill or estimate for reimbursement as soon as possible, but not later than 180 days after the incident 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 incident. After the final billing has been sent, and if additional costs are identified, a supplemental billing may be issued if agreeable to applicable Parties.

For obligation purposes, the Federal Agencies will submit unpaid obligation figures to the State/Tribe/County by *(to be determined by individual State/Tribe/County fiscal year)*. The State/Tribe/County will submit unpaid obligation 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.

4. Billing Content: Bills will be identified by incident name, date, MA. location, jurisdictional unit, and supported by documentation to include but not limited to: separate invoice by MA; list of personnel expenses including base, overtime, and travel; and supplies/services procured by vendor name and dollar amount. Billings for State/Tribe/County incident assistance may include administrative overhead, not to exceed the predetermined State/Tribe/County indirect cost rate negotiated annually with the cognizant Federal Agency for the State/Tribe/County (OMB Circular A-87).
8. **Billing Addresses:** As stated in 7A.1, all bills for services will go to the primary ESF Federal Agency for Stafford Act responses and that address will be contained in the Mission Assignment unique to each incident.

9. **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.
10. **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 during the designated waiver period.
11. **Payments:** Payments will refer to the bill number and incident name and will be sent to the appropriate billing address.

## EXHIBIT H

(STATEWIDE COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT)

### DOCUMENTS REQUIRED TO TRANSFER MONEY BETWEEN FEDERAL AGENCIES AND THE WYOMING STATE FORESTRY DIVISION

1. Please enter the type of document(s) required by your Agency to **TRANSFER** monies to the Wyoming State Forestry Division/County.

FEDERAL AGENCIES	FIRE SUPPRESSION	RURAL FIRE ACTIVITIES	FUELS MANAGEMENT ACTIVITIES
U.S. Forest Service	Cooperative Fire Agreement	Grant	Participating Agreement
U.S. Bureau of Land Management	Cooperative Agreement/Contract	Cooperative Agreement	Cooperative Agreement/Contract
U.S. National Park Service	Cooperative Agreement	Grant	Cooperative Agreement
U.S. Fish & Wildlife Service	Purchase Order	Cooperative Agreement	Purchase Order
U.S. Bureau of Indian Affairs	Purchase Order	Cooperative Agreement	Purchase Order

2. Please enter the type of document(s) required by your Agency to **TRANSFER** monies to other Federal Agencies.

FEDERAL AGENCY BUYER	FIRE SUPPRESSION	RURAL FIRE ACTIVITIES	FUELS MANAGEMENT ACTIVITIES
U.S. Forest Service	Not applicable	AD-672	AD-672
U.S. Bureau of Land Management	Interagency Agreement (IDEAS) Articles IGO 1681-3 (IDEAS)	Interagency Agreement (IDEAS) Articles IGO 1681-3 (IDEAS)	Interagency Agreement (IDEAS) Articles IGO 1681-3 (IDEAS)
U.S. National Park Service	Interagency Agreement (IDEAS) Without Articles (NPS form not numbered)	Interagency Agreement (IDEAS) Articles IGO 1681-3 (IDEAS)	Interagency Agreement (IDEAS) Articles IGO 1681-3 (IDEAS)
U.S. Fish & Wildlife Service	Interagency Agreement/Intra-Agency Agreement	Interagency Agreement/Intra-Agency Agreement	Interagency Agreement/Intra-Agency Agreement
U.S. Bureau of Indian Affairs	Interagency Agreement	Interagency Agreement	Interagency Agreement

(For internal operating procedures or internal documents, contact your local Contracting Officer/Assistance Officer or Grants & Agreements Specialist.)

3. Please enter the type of document(s) required by your Agency to **RECEIVE** monies from other Federal Agencies.

<b>FEDERAL AGENCY SELLER</b>	<b>FIRE SUPPRESSION</b>	<b>RURAL FIRE ACTIVITIES</b>	<b>FUELS MANAGEMENT ACTIVITIES</b>
U.S. Forest Service	Not applicable	AD-672	AD-672
U.S. Bureau of Land Management	Interagency Form 1681-3 Attached Other Agency Form	Interagency Form 1681-3 Attached Other Agency Form	Interagency Form 1681-3 Attached Other Agency Form
U.S. National Park Service	Interagency Agreement (Will accept other Agency format, but needs to meet basic NPS key elements)	1681-3 (WORD) Statement of Work Attached Other Agency Form	1681-3 (WORD) Statement of Work Attached Other Agency Form
U.S. Fish & Wildlife Service	Interagency Agreement (Other Agency Form acceptable)	Interagency Agreement Initiated by Other Agency (Other Agency Form acceptable)	Interagency Agreement (Other Agency Form acceptable)
U.S. Bureau of Indian Affairs	Interagency Agreement	Interagency Agreement	Interagency Agreement

(For internal operating procedures or internal documents, contact your local Fiscal/Financial/Budget Officer.)

4. Please enter the type of document(s) required by your agency to **RECEIVE** monies from the Wyoming State Forestry Division or County

<b>FEDERAL AGENCY BUYER</b>	<b>FIRE SUPPRESSION</b>	<b>RURAL FIRE ACTIVITIES</b>	<b>FUELS MANAGEMENT ACTIVITIES</b>
U.S. Forest Service	Bill for Collection to the State/County	Bill for Collection to the State	Bill for Collection to the State/County
U.S. Bureau of Land Management	Bill for Collection to the State/County	Bill for Collection to the State	Bill for Collection to the State/County
U.S. National Park Service	Bill for Collection to the State/County	Bill for Collection to the State	Bill for Collection to the State/County
U.S. Fish & Wildlife Service	Bill for Collection to the State/County	Bill for Collection to the State	Bill for Collection to the State/County
U.S. Bureau of Indian Affairs	Bill for Collection to the State/County	Bill for Collection to the State	Bill for Collection to the State

(For internal operating procedures or internal documents, contact your local Grants and Agreements Specialist/fiscal/financial/budget officer.)