

INTERAGENCY COOPERATIVE FIRE MANAGEMENT AGREEMENT

BETWEEN THE

UNITED STATES DEPARTMENT OF INTERIOR

BUREAU OF LAND MANAGEMENT – MONTANA-DAKOTAS STATE OFFICE

BLM Agreement Number

BUREAU OF INDIAN AFFAIRS – GREAT PLAINS REGION

BIA Agreement Number 6A00460180

BUREAU OF INDIAN AFFAIRS – ROCKY MOUNTAIN REGION

BIA Agreement Number AG7C5000702

NATIONAL PARK SERVICE – MIDWEST REGION

NPS Agreement Number F1561070707

FISH AND WILDLIFE SERVICE – MOUNTAIN PRAIRIE REGION

FWS Agreement Number 1448-60139-07-K002

UNITED STATES DEPARTMENT OF AGRICULTURE

FOREST SERVICE

REGION 1, Agreement Number 07-FI-11015600-037

REGION 2, Agreement Number 07-FI-11020000-001

AND THE

STATE OF SOUTH DAKOTA

DEPARTMENT OF AGRICULTURE
DIVISION OF WILDLAND FIRE SUPPRESSION

IN ACCORDANCE WITH

Granger Thye Act of April 24, 1950 (16 USC Section 572); Cooperative Funds and Deposits Act of December 12, 1975 (16 USC 565 a-1); September 20, 1922 (16 USC 594); August 25, 1916 (16 USC 1b-1); June 28, 1934 (43 USC 315a); June 30, 1949 (41 USC 252); October 21, 1976 (43 USC 1701); Disaster Relief Act of May 22, 1974 (42 USC 5122 and 5187); Economy Act of June 30, 1932 (31 USC 1535); Reciprocal Fire Act of May 27, 1955 (42 USC 1856a); 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 1976 (43 USC 1701); Watershed Restoration and Enhancement Act of 1998, P.L. 105-77; Cooperative Funds Act of June 30, 1914 (16 USC 498); National Interagency Agreement for Fire Management, 02-1A-11132543; Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 USC 5121 *et seq*); P.L. 105-277, Section 323 as amended by P.L. 109-54, Section 434; Homeland Security Act of 2002 (H.R. 5005-8); Homeland Security Presidential Directive-5 (HSPD-5)

South Dakota Codified Law Chapter 41-20, Chapter 34-35, Chapter 1-24, and Chapter 43-35.

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PURPOSE

The purpose of this Cooperative Fire Management Agreement, hereinafter referred to as the Agreement, is to document agreement and commitment to fire management assistance and cooperation. This agreement is entered into by and between:

- The State of South Dakota, Department of Agriculture, through the South Dakota Secretary of Agriculture, hereinafter called the State;
- The United States Department of Agriculture, Forest Service, Northern Region (Region 1), through the Regional Forester, hereinafter called the Forest Service;
- The United States Department of Agriculture, Forest Service, Rocky Mountain Region (Region 2), through the Regional Forester, hereinafter called the Forest Service;
- The United States Department of the Interior, Bureau of Land Management, Montana-Dakotas State Office, through the State Director, hereinafter called the BLM;
- The United States Department of the Interior, Bureau of Indian Affairs, Great Plains Region, through the Regional Director, hereinafter called the BIA;
- The United States Department of the Interior, Bureau of Indian Affairs, Rocky Mountain Region, through the Regional Director, hereinafter called the BIA;
- The United States Department of the Interior, National Park Service, Midwest Region, through the Regional Director, hereinafter called the NPS; and the,
- The United States Department of the Interior, Fish and Wildlife Service, Mountain Prairie Region, through the Regional Director, hereinafter called the FWS.

Collectively, all the federal agencies party to this agreement 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. In order to reach a common understanding, words and phrases as used herein are defined in a Glossary attached hereto as EXHIBIT A.

RECITALS

Whereas: The State has jurisdiction pursuant to SDCL 41-20 over wildland fire suppression activities on forested state and private lands within the State of South Dakota;

Whereas: State and private lands are frequently intermingled with federal lands under the jurisdiction of various federal agencies;

Whereas: The State has jurisdiction over wildland fires on rangeland only when a local agreement is in place and the County Commission has requested assistance from the Wildland Fire Coordinator;

Whereas: All such lands may be affected by a single wildfire;

Whereas: It is to the mutual advantage of the State and the Federal Agencies to coordinate efforts for the prevention, mitigation, detection, and suppression of wildland fires in and adjacent to their areas of responsibility, to avoid duplication, and to improve efficiency and effectiveness;

Whereas: It is the intent of the parties hereto that the State resources be available to assist in the suppression of wildland fires on all Federal lands, and on other lands upon which the Federal Agencies provide fire suppression support, including other States, Canada, and Mexico;

Whereas: It is the intent of the parties hereto that Federal resources be available to assist in the suppression of wildland fires on all State and private lands which the State is authorized to protect.

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

INTERAGENCY COOPERATION

- 1. Rocky Mountain Area Coordinating Group (RMACG):** The RMACG will provide coordination for interagency wildland fire activities within the Rocky Mountain Area. The RMACG will utilize committees and working groups as necessary to develop guidelines and procedures for coordination of fire management and fire suppression activities.
- 2. Northern Rockies Coordinating Group (NRCG):** The NRCG will provide coordination for interagency wildland fire activities within the Northern Rocky Mountain Area. The NRCG will utilize committees and working groups as necessary to develop guidelines and procedures for coordination of fire management and fire suppression activities.
- 3. Northern Great Plains Zone Board of Directors (GPC BOARD):** The GPC BOARD will provide local coordination for all interagency wildland fire and cooperative initiatives within South Dakota. This board will utilize local committees and working groups as

necessary to develop guidelines and procedures for coordination of agency fire management and fire suppression needs within the state.

4. **Local Cooperative Initiatives:** Agencies will encourage and support local cooperative initiatives which enhance cooperation and improve efficiencies as authorized. Comprehensive local cooperative efforts may include activities such as dispatch, prevention, investigation, pre-attack planning, fuels management, prescribed fires, aviation operations, fire operations, training, fire management analysis and planning, fire protection assessment planning, fire area rehabilitation, public affairs, and other mutually beneficial activities. Such projects will be documented in operating plans, local agreements, or other appropriate written documents. Documentation will include the objectives, role of each agency, and each agency's share of costs. Such local arrangements shall not be in conflict with the terms of this Agreement. Local agreements may be executed as delegated to unit administrators of agencies party to this agreement.

All agencies agree to support local Incident Management Teams (IMTs), to the extent practical. Agencies will encourage/support their agency's personnel participation in local IMTs assignments. Every effort will be made to allow agency personnel participation.

5. **National Incident Management System:** The Agencies to this agreement will operate under the concepts defined in the Department of Homeland Security's (DHS) National Incident Management System (NIMS) and in accordance with the DHS National Response Plan. In implementing these concepts, agencies to this agreement will be expected to follow the National Wildfire Coordinating Group's (NWCG) National Interagency Incident Command System (NIMS) minimum standards as defined in the Wildland Fire Qualifications Systems Guide (PMS-310). These NWCG minimum standards are DHS NIMS compliant. The NIMS concepts that will be followed include: Incident Command System, qualifications system, training system, 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.
8. **Interagency and Zone Dispatch Centers:** The Agencies agree to maintain, support, and participate in interagency or zone dispatch centers whenever practical. Each center will be guided by a standing Board of Directors and direction will be outlined in annual operating plans. Staffing, funding, and level of participation will be commensurate with each Agency's workload and will be agreed to and included in annual operating plans. The Rocky Mountain Area Interagency Incident Mobilization Guide (RMA MOB Guide) will be the primary document to identify approved policy and procedures for dispatching fire resources.
8. **Rocky Mountain Area Coordination Center (RMACC):** Agencies agree to use the RMACC for regional and national dispatch services except for Northern Rockies Agencies' resources. Those resources will continue to be coordinated through the

Northern Rockies Coordination Center. Staffing, funding, and level of participation will be agreed to and documented in annual operating plans.

The Rocky Mountain Area Interagency Incident Mobilization Guide (RMA MOB Guide) will be the primary document of approved procedures and guidelines for dispatching fire resources within the Rocky Mountain Region and the National Interagency Mobilization Guide for national requests. The RMA MOB Guide will be updated and approved annually by the Agencies.

This will not preclude the State from entering into compacts or cooperative agreements with other state or local agencies where fire suppression forces may be ordered and sent directly between cooperators without involving the RMACC.

8. **Multi-Agency Command (MAC) Groups:** During periods when fire activity is significant enough to require prioritization of fires in order to allocate scarce resources, MAC groups will be established to accomplish that priority setting. Three levels of MAC groups may be assembled as appropriate - Rocky Mountain area, State, or local.

It is recommended that there be only one expanded dispatch operation, but the State reserves the ability to establish an Emergency Operations Center (EOC) when involved with a large fire or multiple fires. The EOC will function as an extended dispatch, staging area, and MAC group at the state or local level. This EOC incorporates the Office of Emergency Management and the National Guard into the fire suppression process.

9. **Annual Operating Plans:** Annual operating plans will be developed at State or local levels. Annual operating plans outline the details of implementing this Cooperative Fire Management Agreement at local geographic areas. Contents of an annual operating plan should conform to the details outlined in the Operating Plan Outline Guide attached hereto as EXHIBIT B.

Statewide AOPs: An annual plan generated at the state level that identifies and establishes standard procedures and processes across all Agencies for implementing the terms of this agreement. Statewide AOP's will be developed and executed by March 1. The fire directors of each agency are authorized to develop and approve statewide AOPs.

Zone and or Local AOPs: An annual plan generated at the zone or local level that identifies and establishes standard procedures and processes such as but not limited to: local dispatching procedures, initial attack, and communications. For implementing the terms of this agreement, Local Agency Administrators are responsible for the development and approval of AOPs.

The State will incorporate county fire protection chapters into each zone and or local operating plan as appropriate. This will define the relationship between Federal, State, and County protection entities. Mobilization of local government forces will be done in accordance with the RMCG mobilization of **Local Firefighting Resources Guide**.

10. **Fire Prevention Policies:** The Agencies to this agreement agree to cooperate in the development and implementation of fire prevention programs. Unit Administrators will assure that fire prevention goals and activities are planned at local levels and are addressed in annual operating plans. Specific fire prevention plans should be developed by local interagency fire management personnel. Agencies may pool resources and share costs of wildland fire prevention activities. Unit Administrators are encouraged to participate in local fire prevention cooperatives.

11. **Prescribed Fire and Wildland Fire Use for Resource Benefits and Fuels:** The Agencies agree to cooperate in the development, planning, and implementation of prescribed fire, manual and mechanical fuels management, and wildland fire use programs and projects.

Cooperative prescribed fire and fuels management programs include cost sharing, reimbursement, and jurisdictional responsibility for planning, implementation, and monitoring. These shall be agreed upon and included in the approved project planning document. See Exhibit D.

Parties to this agreement will pursue all avenues available within law, statute, policy, and procedure to cooperate across jurisdictional and political boundaries for program and project planning, implementation, and support. Interagency prescribed burning projects will comply with NWCG standards.

Wildland fires resulting from escaped prescribed burns ignited by a party to this Agreement on lands that it manages, shall be the responsibility of that party. The responsible party will reimburse other parties to this Agreement consistent with the terms and conditions contained herein for costs incurred in suppression of such fires. Joint projects will be the shared responsibility of the jurisdictions bound by the approved planning documents.

12. **Smoke Management:** Within their authorities, agencies agree to cooperate in smoke management programs when necessary. Agencies will work together to minimize or prevent smoke impacts to communities while using fire to accomplish land management objectives or reduce hazardous fuels.

13. **Licensing:** Drivers and equipment operators will hold appropriate operating licenses to meet their respective Agency, State, and/or Federal regulations. Individuals meeting their respective Agency or County regulations are authorized to drive or operate other agencies or counties vehicles or equipment. Drivers and operators will not be exempt from meeting U.S. Department of Transportation requirements, including commercial drivers licensing, if required. Cooperating agencies will accept each others driving qualifications.

14. **Training:** The State and Federal Agencies will cooperate in wildland fire, prescribed fire, and aviation training, including training scheduling, course development, course

presentation, course funding, and selection of trainees. Local agencies will be included in this cooperative approach whenever practical. In order to accomplish these objectives, in part, Agencies will support and participate in interagency training committees.

15. **Physical Fitness Standards and Wildland Fire Qualifications:** Firefighters provided under the terms of this agreement must meet the physical fitness standard and qualifications for the position assigned as identified by the National Interagency Incident Management System, Wildland Fire Qualifications Subsystem Guide, PMS 310-1. This provision applies for national and geographic area mobilization of firefighting resources.

For initial attack and until the fire is fully staffed (as determined by the incident commander) the parties mutually agree to accept each other's fitness and qualifications standards. Physical fitness levels will be determined by methods stated in PMS 310-1, or certified by a medical doctor.

18. **Communication Systems:** The Agencies may mutually agree to allow one another the use of communications systems such as radio frequencies, computer system access, data transmission lines, and communication sites when there is a mutual benefit to the parties. Such agreement shall be approved only by authorized personnel for each Agency and will be documented in the annual operating plans.
18. **Weather Data Processing Systems:** The State will be permitted to use the Federal Weather Data processing system. Use of the system may be from State-owned locations. The State may access the system using Federal account numbers.
18. **Remote Automatic Weather Stations (RAWS):** The Agencies may cooperate in the gathering, processing, and use of fire weather data, including the purchase of compatible sensing systems and joint use of computer software. The Agencies will jointly evaluate and agree to any deletions or additions to the system.

19. **Aviation Operations:**

- a. **General:** The Agencies agree to cooperate in use of aviation resources to foster effective and efficient use of aircraft and personnel. All aviation activities shall be conducted in accordance with each Agency's aviation rules, policies and directives. Procedures for aviation operations will be provided in the RMA MOB Guide.
- b. **Interagency Air Operations:** Interagency funding, staffing, and utilization of helicopter programs, airtanker bases, smokejumpers, and fixed-wing operations will be pursued when an interagency approach is appropriate and cost effective.
- c. **National Guard Aircraft:** All orders for South Dakota National Guard aircraft will be placed through Northern Great Plains Interagency Dispatch Center.

- d. **Single Engine Air Tankers:** All orders for Single Engine Air Tankers under contract with the State will be placed with the State.
- e. **Federal Aircraft Inspections and Carding:** Federal policy requires pilots and aircraft be inspected and carded by the USFS or the USDI – Aviation Management Directorate (AMD) for Federal agency missions or transport of Federal employees. State Call When Needed aircraft pilots, portable retardant bases, and aircraft will be inspected by the USDI-AMD.
- f. **Contract/Rental Vendors:** Federal policy requires that contract pilots and aircraft be inspected and carded by the USDA-FS, the USDI-AMD, or U.S. Department of Transportation-Federal Aviation Administration, as required. This inspection and card processing may be done jointly by the federal agencies, or by one federal agency acting in the lead role.
- g. The State of South Dakota reserves the ability to contract aircraft without following federal requirements. However, the State may voluntarily participate in USDI-AMD and/or USDA-FS inspection and carding of vendors located within the State of South Dakota.

PROTECTION RESPONSIBILITIES

20. Protection Areas and Boundaries: Annually, the Agencies will agree upon 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 made a part of annual operating plans.

21. Fire Protection Methods and Suppression Areas:

- a. **Reciprocal (Mutual Aid) Fire Protection Areas -** As deemed appropriate, the Agencies may, by agreement, establish reciprocal initial attack zones for lands of intermingled or adjoining protection responsibility.

Within such zones, an Assisting Agency will, upon request or voluntarily, take initial attack action in support of the Protecting Agency. 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, not to exceed 24 hours, will be documented in the annual operating plans. Under no circumstances will Supporting Agencies be required to deplete local resources to honor a request.

Aviation resources will be outlined separately for mutual aid response in the annual operating plans as applicable.

- b. Cooperative (Reimbursable) Fire Protection Areas - The Protecting Agency may request fire suppression resources of others for its protection work. Such resources are to be paid for by the Protecting Agency.
- c. Exchange (Offset) Fire Protection Areas - Agencies may exchange responsibility for fire protection for lands under their jurisdiction. The rate of exchange will be based upon comparable cost, acreage involved, complexity, and other factors as may be appropriate and mutually agreed to by the Agencies. Exchange zones will be documented in annual operating plans.

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 provisions described in the Boundary Fires section (Section 27) apply to fires that occur on or near the boundary of exchange zones.

- d. Contract (Fee Basis) Fire Protection Areas - For an agreed upon fee, one Agency may assume fire protection responsibilities on lands under the jurisdiction of another. The terms and conditions of such arrangements must be included in an annual operating plan.

- 22. **Fire Restrictions and Closures:** Fire restrictions and closures will be coordinated and issued on an interagency basis whenever practical.
- 23. **Burning and Campfire Permits:** Burning procedures, where applicable, will be included in local annual operating plans.

FIRE SUPPRESSION

- 24. **Closest Forces Concept:** The primary guiding principle for dispatch of initial and extended suppression resources will be the use of the closest available and appropriate resources regardless of the ownership of those resources and regardless of which Agency has protection responsibility.
- 25. **Shared Resources:** Interagency funding, staffing, and utilization of engines, crews, aircraft, or fire stations will be pursued wherever an interagency approach is appropriate and cost effective. Staffing and funding will be commensurate with each Agency's use of the resources and will be agreed to and included in annual operating plans.
- 28. **Fire Notifications:** Each Agency will promptly notify the appropriate Protection Agency of fires burning on or threatening lands for which that Agency has protection responsibilities. Likewise, protection agencies will promptly inform jurisdictional agencies whenever they take action on fire for which the protection agency is responsible.

28. **Protection Priorities:** The protection of human life is the single, overriding suppression priority. Setting priorities among protecting human communities and community infrastructure, other property and improvements, and natural and cultural resources will be done based on the values to be protected, human health and safety, and the costs of protection. Once people have been committed to an incident, these human resources become the highest value to be protected.
28. **Boundary Fires:** A fire burning on or adjacent to, a protection boundary will be the responsibility of the protecting agencies on both sides of the boundary. The initial attack incident commanders of both agencies shall mutually agree upon fire suppression objectives, strategy, and the commitment and funding of agency suppression resources. Boundary fire will be run under Unified Command of the involved agencies. When a fire burns in a mutual threat zone, a cost share agreement shall be prepared and approved for all actions. Considerations for cost share should be placed in annual operating plans to avoid confusion during initial fire suppression actions. A sample agreement is attached as EXHIBIT C entitled "Sample Cost Share Agreement."
29. **Suppression of Fires on Lands Under the Direct Protection Authority of Another Agency.** Any Participating Agency may, upon its own initiative and with appropriate notification and coordination, attack wildland fires on lands, which are under the direct protection of another agency. None of the parties to this agreement shall perform any fire suppression action which is contrary to limitations found in the appropriate operating plan.
30. **Appropriate Management Response:** All fire suppression action conducted on lands of another Agency will be consistent with that Agency's fire suppression policy and the terms of this agreement.

The Special Management Considerations section of each annual operating plan will establish procedures and criteria for unit administrators of the agencies to communicate land management considerations to an incident commander. Air resources use will be consistent with the Protecting Agency's suppression policies.

Restrictions in fire fighting tactical techniques, such as use of heavy mechanized equipment in special management areas (e.g., wilderness areas, Wild and Scenic Rivers, roadless areas, and archaeological sites) will be delineated on protection unit maps or otherwise identified by the Jurisdictional Agency in annual operating plans.

Unless otherwise agreed, the Jurisdictional Agency will provide a Resource Advisor to advise a Protecting Agency of any special conditions which may influence suppression action. The incident commander will incorporate specific conditions into the incident planning process, subject to delegation of authority.

31. **Wildland Fire Situation Analysis (WFSA):** Federal Agency policy requires a WFSA be completed for all fires on Federal land which escape initial suppression action. This procedure requires Federal Agency unit administrator participation. When fires occur on

Federal lands protected by the State, the responsible unit administrator will actively involve the State in this process. Operating plans will contain procedures for development and unit administrator approval of the WFSA. Responsibility for strategic and tactical implementation shall rest with the incident commander.

32. **Fire Reports:** In incidents where the Protecting Agency is not the Jurisdictional Agency, the Protecting Agency will furnish a copy of their fire report to the Jurisdictional Agency as determined in the Annual Operating Plan. For the purpose of reporting, the jurisdictional agency will be determined by the point of origin.
33. **After Action Review:** To benefit from lessons learned on fire incidents falling under the terms of the Agreement, the Agencies may conduct post-fire analyses. Such critiques or reviews will be conducted jointly by the State and the affected Federal Agency(s). These analyses may be requested by the Jurisdictional, Supporting, or Protecting Agencies.
34. **Determination of Cause and Preservation of Evidence:** As initial action is taken on a fire, the initial attack forces, regardless of whether they are Protecting Agency or Assisting Agency, will immediately gather and preserve information and evidence pertaining to the origin and cause of a fire. Agencies shall render mutual assistance in investigation and law enforcement activities and in court prosecutions to the fullest extent possible. Each Agency shall be responsible for fire-related law enforcement activities on wildland fires 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.

USE AND REIMBURSEMENT OF SHARED RESOURCES

35. **Appropriated Fund Limitations:** Nothing herein shall be interpreted as obligating the Federal Agencies or the State to expend funds, or as involving the United States or the State of South Dakota in any contract or other obligation for the future payment of money in excess of appropriations authorized by law and administratively allocated for the work contemplated in this Agreement. Further, if funds become unavailable to any Agency by operation of law or federal funds reductions, this Agreement may be terminated by that Agency. Termination for this reason is not a default nor does it give rise to a claim against that Agency.
38. **Reimbursable Assistance (Assistance by Hire):** Reimbursable Assistance refers to those fire suppression resources that are to be paid for by the Protecting Agency. Reimbursable Assistance must be requested by the Protecting Agency or supplied through automatic or mutual aid systems. Assistance must be recorded by a resource order within the dispatching systems of both the Protecting and Assisting Agencies or documented by the incident commander in a fire report. Resources not documented in this manner are not reimbursable. Except as otherwise provided herein, all costs incurred as the result of an incident and documented as stated above are generally reimbursable, such as but not limited to:

- a. Costs incurred for suppression and move-up and cover resources.
 - b. Transportation, salary, benefits, and per-diem of individuals assigned to an incident.
 - c. Additional support dispatching services requested through a resource order.
 - d. Cost of equipment in support of the incident; contract equipment costs and operating cost for agency equipment.
 - e. Operating supplies for equipment assigned to the incident, such as gas, oil, and equipment repairs.
 - f. Aircraft, airport fees, foam, and retardant costs.
 - g. Agency-owned equipment and supplies lost or damaged, or expended by the Assisting Agency.
 - h. Cost of reasonable and prudent supplies in support of an incident.
 - i. Charges from the State for State-controlled resources such as resources from other state agencies, inmate crews, National Guard helicopters, single engine air tankers, etc.
38. **Duration of Assignments:** Consideration must be given to the health and safety of personnel when assigned to fires. In all cases, the Agencies agree that incident commanders will release suppression forces to their respective agencies as soon as priorities allow. Incident commanders shall adhere to rest and rotation policies of respective responding agencies.
38. **Cost Sharing:** A cost share agreement (See EXHIBIT C) will be prepared by the Jurisdictional Agency administrator(s) or their authorized representatives when there is a mutual threat fire. Guidance for cost share determination can be found in the Interagency Incident Business Management Handbook.

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

For periods of extraordinary fire activity, similar cost sharing procedures may be used by the involved Agencies.

39. **Procurement:** The State receives its procurement authority from State laws, and is therefore not subject to Federal procurement laws. Whenever the State is responsible for the management of an incident, including an incident within the direct protection area of a Federal Agency, the State will comply with State laws and regulations covering procurement. This may entail establishment of the South Dakota Emergency Operations Center.

Procurement costs by one Agency in support of another that are reasonable and prudent may be charged to the Protecting Agency.

40. **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, fair wear and tear excepted. The borrower will repair, at the borrower's sole expense, all damages in excess of normal wear and tear and will replace items lost or destroyed.
41. **Billing Procedures** (Refer to Exhibit D for the Required Documents for Money Transfer):
- a. **Fire Suppression Billings**
1. **Federal Billings:** Federal Agencies will not bill each other for fire suppression support. Federal Agencies will submit bills to the State whenever South Dakota is the Jurisdictional Agency.
 2. **State Billings:** When the State is the Assisting Agency and the fire is within the state of South Dakota, the State will bill the jurisdictional Federal Agency. Anytime the State resources respond outside of South Dakota, the State will coordinate and bill all applicable costs to the Forest Service, Rocky Mountain Regional Office. The Forest Service will distribute the bill to appropriate jurisdictional agencies.
 3. **Fire Numbers:** Agencies will share their respective individual fire numbers for cross-referencing purposes.
 4. **Billing Estimates/Time Frames:** On fires where costs are incurred pursuant to the terms of this agreement, the Billing Agency shall submit a bill or estimate for reimbursement as soon as possible, but not later than 120 days after a 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 a fire. Interest may be charged by the billing agency when 60 days have passed since a final bill was sent to the responsible party. For Bureau of Land Management, the Billing Agency shall submit for reimbursement no later than December 1 for the previous fire season, including an itemized list of expenditures. If the total cost is not known at the time of the preliminary

billing, an estimate or a partial bill may be submitted. The final bill will be issued by February 28th of the following calendar year.

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.

5. Unpaid Obligations Report: The Federal Agencies will submit a report to the State summarizing unpaid obligations for the previous state fiscal year by June 15 of each year. The State will submit a report summarizing unpaid obligations to Federal Agencies for the previous federal fiscal year by September 15 of each year.
6. Billing Content: A separate bill will be submitted for each fire. However, the Bureau of Land Management will accept consolidated bills that will be itemized by fire. Bills will be summarized by major categories. Bills will include incident name, location, accounting code, jurisdictional unit, incident number, appropriate resource order number (when available), inclusive dates, and will be supported by the following:

- Originals or copies of Fire Time Reports, SF-288.
- Summary of travel charges and receipts.
- Equipment Use Invoice and Daily Shift Tickets.
- Credit card bill and/or list of purchases.
- Cost Share Agreement, when applicable.
- Copy of Resource Order.

Additional supporting documentation may be required on a case by case basis by the responsible agency.

7. Administrative Charges: The State may charge all Federal Agencies an administrative charge for all fire suppression activities. This rate will be set by the indirect rate negotiated by the South Dakota Department of Agriculture for federal grants and contracts. If the State charges an administrative fee for a fire, the Federal Agencies may charge an appropriate administrative fee. Administrative charges will not exceed 20 percent.
8. Billing Addresses: All bills for services provided to the State will be mailed to the following address for payment:

South Dakota Department of Agriculture
Wildland Fire Suppression Division
Attn: Fire Business Accountant
4250 Fire Station Road, Suite #2
Rapid City, SD 57703-8722

All bills for services provided to the Black Hills National Forest and other Federal or State units not party to this agreement responding within South Dakota will be mailed to the following address:

USDA Forest Service
Black Hills National Forest
1019 North 5th Street
Custer, South Dakota 57730-8214

All bills for services provided to the Buffalo Gap or Fort Pierre National Grasslands will be mailed to:

USDA Forest Service
Nebraska National Forest
125 North Main Street
Chadron, NE 69337

All bills for services provided by State resources responding outside of South Dakota will be mailed to the following address:

USDA Forest Service, Rocky Mountain Region
Attn: Incident Business - Regional Budget Office
740 Simms St
Golden, CO 90401

All bills for services provided by the State to hosting Federal Agencies within South Dakota will be mailed to the following addresses:

Bureau of Indian Affairs MC 301
115 4th Ave SE
Aberdeen, SD 57401

Fish and Wildlife Service
P.O. Box 25486, DFC
Lakewood, CO 80225

National Park Service
Attn: Fire Management
26611 US Hwy 385
Hot Springs, SD 57747

Bureau of Land Management
South Dakota Field Office
310 Roundup Street
Belle Fourche, SD 57717

9. **Payment Due Dates:** All Agencies will pay bills according to each agency's procedures and guidelines within 60 days of receipt of final bill, or interest may be requested.
 10. **Disputed Billings:** Written notice that a bill is contested will be mailed to the billing agency within 45 days of issuance of the final bill, and will fully explain the area of dispute. Contested items will be resolved no later than 45 days following receipt of written notice. The uncontested portion of the bill will be paid and a new bill will be issued for the contested amount.
 11. **Payments:** Payments will refer to the bill number and will be sent to the appropriate billing address.
 12. **Late Payment Charges:** Late payment charges may be waived by the billing agency unless late payment charges are mandated or required by law. An agency may subtract unpaid obligations from bills received by agencies with delinquent payments.
- b. **Billing for Other Fire Activities:** Billings for presuppression, prevention, prescribed fire and other fire management activities will be addressed in annual operating plans or separate agreements. Agencies may bill one another for presuppression and other fire activities and administrative charges may be applied as authorized.

Provisions described above pertaining to suppression billing procedures, addresses, and payment due dates, obligation information, and payments also apply to these billings. Billings will be itemized and a copy of the appropriate annual operating plans will be attached or referenced.

- c. **Billing for Escaped Prescribed Fires:** Wildland fires resulting from escaped prescribed fires ignited by a party to this agreement on lands it manages, shall be the responsibility of that party. The party responsible for the wildland fire will reimburse other parties to this agreement for all suppression costs of supporting agencies.

GENERAL PROVISIONS

- 42. Employment Policy:** It is agreed that employees of the parties to this Agreement shall at all times be subject only to the laws, regulations, and rules governing their employment regardless of the agency, and shall not be entitled to compensation or other benefits of any kind other than specifically provided by the terms of their employment.

When State or County personnel are suppressing wildland fires on lands for which the Federal Agencies are responsible and at such times when they are specifically assigned to the direct supervision of the Federal Agencies, such State or County personnel,

although not Federal employees for any other purposes, shall be considered as Federal employees for the purpose of the Federal Employees Compensation Act and the Federal Tort Claims Act in consequence of the performance under this Agreement.

43. **Mutual Sharing of Information:** The State and the Federal Agencies will furnish 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.
44. **Suppression and Damage Collection:** Nothing in this agreement shall preclude the Federal Agencies or the State from collecting damages and suppression costs from third parties under the civil liabilities provisions of Federal and/or State statutes and common law in a manner provided by applicable law. Civil actions for recovery will be taken independently by each agency. However, whenever such collections have the effect of reducing the net expenditures of the billing agency, then the bills will be reduced proportionate to the amount collected.
45. **Accident Investigations:** When an accident occurs involving the equipment or personnel of an Assisting Agency, the Protecting Agency shall take immediate steps to notify the Assisting Agency. As soon as practical, the Protecting Agency shall initiate an investigation of the accident. The investigation shall be conducted by a team made up of appropriate representatives from affected Agencies, as appropriate.
48. **Waiver of Claims:** Pursuant to 42 USC 1856a, the State and the Federal Agencies hereby waive all claims between and against each other for compensation for loss, damage, personal injury, or death occurring in consequence of the performance of this Agreement.

This waiver does not extend to ordinary expenses incurred as part of the cost of the fire (gloves, fuses, hose, etc.).

This provision pertains to claims between the respective State and Federal Agencies and does not pertain to claims advanced by third parties. Further, this clause does not waive sovereign immunity of either State or Federal agencies.

48. **Non-Wildland Fire and Medical Aid Responses:** This Agreement is limited to wildland fire management and does not include non-wildland fire protection and medical aid responses. However, this Agreement does not preclude agencies from supporting one another in emergency situations as provided by their respective statutory authorities, policies, procedures, or other agreements.

In the event of a Presidential Disaster Declaration, the Agencies may assist one another under the provisions of this agreement if so tasked by the Federal Emergency

Management Agency and as long as requested resources are available and all other provisions of this agreement are met.

Funding shall be available to reimburse State and other cooperating entities for services provided in response to wildfire and other emergencies or disasters to the extent that authority is provided in the current year appropriation bill and such reimbursements by the Forest Service for non-fire emergencies are fully repaid by the responsible emergency management agency.

Reimbursement for 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.

- 48. Joint Projects and Local Agreements:** The Agencies to the agreement may jointly conduct cooperative projects, within their authority and as authorized by law, to maintain or improve their fire management services and activities. These projects may be in such activities as suppression, preparedness, rehabilitation, fuel management, prescribed fire, training, prevention, public affairs, and other beneficial efforts. Such projects will be documented in local operating plans, local agreements, or other appropriate and authorized written documents, referencing the appropriate authority. Documentation may include the objectives, roles of each agency, and each Agency's share of costs.

Such local arrangements shall not be in conflict with the terms of this Agreement. Local agreements may be executed by unit administrators of agencies party to this Agreement.

- 49. Joint Powers Authority:** The parties declare that no separate entity as contemplated in SDCL 1-24-4 is being created to implement this Agreement, and that the cooperative undertaking herein described shall be administered by the Agencies and the authorized designees as contemplated in SDCL 1-24-5. Also, as required by SDCL 1-24-5, the manner of inquiring, holding, and disposing of real and personal property used in the joint cooperative undertaking is set forth in sections 38 and 39 of this Agreement.

- 50. Previous Agreement Canceled:** This Agreement supersedes the following Fire Protection Agreement:

Interagency Cooperative Fire Protection Agreement Between the United States Department of Interior Bureau of Land Management, Bureau of Indian Affairs, National Park Service, and Fish and Wildlife Service and the United States Department of Agriculture Forest Service, Regions 1 (02-F1-11015600-032) and 2 (02-F1-11020000-012), and the State of South Dakota, Department of Agriculture, Division of Wildland Fire Suppression, effective April, 2002.

Existing agreements subsidiary to that listed above, will remain in effect to the extent that they do not conflict with the provisions of this agreement, but only until such time that all activities and conditions covered by those agreements can be incorporated into annual operating plans provided for under this Agreement, by March 31 annually.

51. **Amendment Procedures:** This Agreement may be amended at any time by written mutual consent of all parties hereto.
52. **Examination and Audit:** Federal Agencies and the State shall be subject to examination and audit for three years after final payment under the terms of this Agreement including, but not limited to, the cost of administration.
53. **Civil Rights:** The cooperators shall comply with all State of South Dakota 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 USC 1681-1683, and 1685-1686, which prohibits discrimination on the basis of sex.
54. **Duration of Agreement:** The term of this Agreement shall commence for each Agency upon the date of the last signature below and shall continue for five years, unless terminated earlier. Any party shall have the right to terminate this Agreement between November 1 and March 30 upon 30 days written notice to all parties.
55. **Insurance Coverage:** Each Agency, responsible for obtaining services from third party service providers, is responsible for ensuring that those third party service providers have adequate liability, automotive, and worker's compensation insurance.
56. **Sovereign Capacity:** All parties to this agreement recognize the sovereign capacity of the other and the immunities inherent with such sovereignty. Nothing in this Agreement shall be construed as a waiver of sovereign immunity of any party for liabilities of a party or third persons, arising out of and during this Agreement. In addition, nothing in this Agreement shall be construed by any party to indemnify the other. Liability for actions from the conduct or omissions of the parties, their employees, agents, contractors, assigns, or third persons, arising out of and during this agreement shall be determined, if necessary, by courts of competent jurisdiction, according to applicable law, subject to all available defenses.
57. **Venue:** Venue of any legal disputes arising from this agreement shall be in the Federal District Court for the District of South Dakota.
58. **Authorized Representatives:** By signature below, the Agencies certify that the individuals listed in this document as representatives of the Agencies 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 SOUTH DAKOTA
DEPARTMENT OF AGRICULTURE

USDA-FOREST SERVICE
REGION 2

South Dakota Secretary of Agriculture Date

Regional Forester Date

USDI-BUREAU OF LAND MANAGEMENT
MONTANA-DAKOTAS STATE OFFICE

USDA-FOREST SERVICE
REGION 1

State Director Date

Regional Forester Date

BLM Contracting Officer Date

USDI-FISH & WILDLIFE SERVICE
MOUNTAIN PRAIRIE REGION

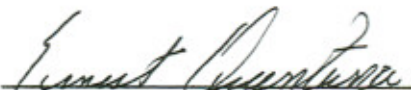
USDI-BUREAU OF INDIAN AFFAIRS
GREAT PLAINS REGION

Regional Director Date

Regional Director Date

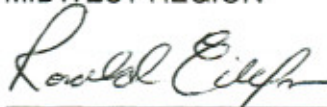
USDI-NATIONAL PARK SERVICE
MIDWEST REGION

USDI-BUREAU OF INDIAN AFFAIRS
ROCKY MOUNTAIN REGION

 2-13-2007
Regional Director Date

Regional Director Date

USDI-NATIONAL PARK SERVICE
MIDWEST REGION

 2/6/07
Contracting Officer Date

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

FS Agreements Coordinator, Region 2 Date

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 SOUTH DAKOTA
DEPARTMENT OF AGRICULTURE

USDA-FOREST SERVICE
REGION 2

South Dakota Secretary of Agriculture Date

Regional Forester Date

USDI-BUREAU OF LAND MANAGEMENT
MONTANA-DAKOTAS STATE OFFICE

USDA-FOREST SERVICE
REGION 1

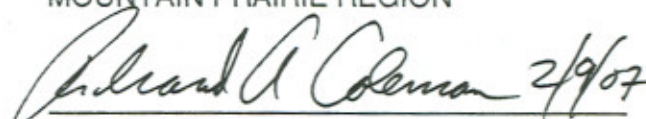
State Director Date

Regional Forester Date

BLM Contracting Officer Date

USDI-FISH & WILDLIFE SERVICE
MOUNTAIN PRAIRIE REGION

USDI-BUREAU OF INDIAN AFFAIRS
GREAT PLAINS REGION



Regional Director Date

Regional Director Date

USDI-NATIONAL PARK SERVICE
MIDWEST REGION

USDI-BUREAU OF INDIAN AFFAIRS
ROCKY MOUNTAIN REGION

Regional Director Date

Regional Director Date

USDI-NATIONAL PARK SERVICE
MIDWEST REGION

Contracting Officer Date

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

FS Agreements Coordinator, Region 2 Date

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 SOUTH DAKOTA
DEPARTMENT OF AGRICULTURE

USDA-FOREST SERVICE
REGION 2

South Dakota Secretary of Agriculture Date

Regional Forester Date

USDI-BUREAU OF LAND MANAGEMENT
MONTANA-DAKOTAS STATE OFFICE

USDA-FOREST SERVICE
REGION 1

State Director Date

Kathleen A. Mulliste

Regional Forester Date
eh 2/16/07

BLM Contracting Officer Date

USDI-FISH & WILDLIFE SERVICE
MOUNTAIN PRAIRIE REGION

USDI-BUREAU OF INDIAN AFFAIRS
GREAT PLAINS REGION

Regional Director Date

Regional Director Date

USDI-NATIONAL PARK SERVICE
MIDWEST REGION

USDI-BUREAU OF INDIAN AFFAIRS
ROCKY MOUNTAIN REGION

Regional Director Date

Regional Director Date

USDI-NATIONAL PARK SERVICE
MIDWEST REGION

Contracting Officer Date

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

FS Agreements Coordinator, Region 2 Date

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 SOUTH DAKOTA
DEPARTMENT OF AGRICULTURE

USDA-FOREST SERVICE
REGION 2

South Dakota Secretary of Agriculture Date

 2/15/2007
Regional Forester Date
Deputy

USDI-BUREAU OF LAND MANAGEMENT
MONTANA-DAKOTAS STATE OFFICE

USDA-FOREST SERVICE
REGION 1

State Director Date

Regional Forester Date

BLM Contracting Officer Date

USDI-FISH & WILDLIFE SERVICE
MOUNTAIN PRAIRIE REGION

USDI-BUREAU OF INDIAN AFFAIRS
GREAT PLAINS REGION

Regional Director Date

Regional Director Date

USDI-NATIONAL PARK SERVICE
MIDWEST REGION

USDI-BUREAU OF INDIAN AFFAIRS
ROCKY MOUNTAIN REGION

Regional Director Date

Regional Director Date

USDI-NATIONAL PARK SERVICE
MIDWEST REGION

Contracting Officer Date

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

 2/16/07
FS Agreements Coordinator, Region 2 Date

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 SOUTH DAKOTA
DEPARTMENT OF AGRICULTURE

USDA-FOREST SERVICE
REGION 2

South Dakota Secretary of Agriculture Date

Regional Forester Date

USDI-BUREAU OF LAND MANAGEMENT
MONTANA-DAKOTAS STATE OFFICE

USDA-FOREST SERVICE
REGION 1

State Director Date

Regional Forester Date

BLM Contracting Officer Date

USDI-FISH & WILDLIFE SERVICE
MOUNTAIN PRAIRIE REGION

USDI-BUREAU OF INDIAN AFFAIRS
GREAT PLAINS REGION

Regional Director Date

Regional Director Date

USDI-NATIONAL PARK SERVICE
MIDWEST REGION

USDI-BUREAU OF INDIAN AFFAIRS
ROCKY MOUNTAIN REGION

Regional Director Date

Edward Pazian 2-8-07
Regional Director Date

USDI-NATIONAL PARK SERVICE
MIDWEST REGION

Contracting Officer Date

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

USDI-BUREAU OF INDIAN AFFAIRS
ROCKY MOUNTAIN REGION

FS Agreements Coordinator, Region 2 Date

[Signature] 2/7/07
Contracting Specialist Date

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 SOUTH DAKOTA
DEPARTMENT OF AGRICULTURE


South Dakota Secretary of Agriculture 2-5-07 Date

USDA-FOREST SERVICE
REGION 2

Regional Forester Date

USDI-BUREAU OF LAND MANAGEMENT
MONTANA-DAKOTAS STATE OFFICE

State Director Date

BLM Contracting Officer Date

USDI-BUREAU OF INDIAN AFFAIRS
GREAT PLAINS REGION

Regional Director Date

USDI-BUREAU OF INDIAN AFFAIRS
ROCKY MOUNTAIN REGION

Regional Director Date

USDA-FOREST SERVICE
REGION 1

Regional Forester Date

USDI-FISH & WILDLIFE SERVICE
MOUNTAIN PRAIRIE REGION

Regional Director Date

USDI-NATIONAL PARK SERVICE
MIDWEST REGION

Regional Director Date

USDI-NATIONAL PARK SERVICE
MIDWEST REGION

Contracting Officer Date

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

FS Agreements Coordinator, Region 2 Date

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 SOUTH DAKOTA
DEPARTMENT OF AGRICULTURE

USDA-FOREST SERVICE
REGION 2

South Dakota Secretary of Agriculture Date

Regional Forester Date

USDI-BUREAU OF LAND MANAGEMENT
MONTANA-DAKOTAS STATE OFFICE

USDA-FOREST SERVICE
REGION 1

Steve R. ... 2-7-07
State Director Date

Regional Forester Date

Mary L. Clark 2-7-07
BLM Contracting Officer Date

USDI-FISH & WILDLIFE SERVICE
MOUNTAIN PRAIRIE REGION

USDI-BUREAU OF INDIAN AFFAIRS
GREAT PLAINS REGION

Regional Director Date

Regional Director Date

USDI-NATIONAL PARK SERVICE
MIDWEST REGION

USDI-BUREAU OF INDIAN AFFAIRS
ROCKY MOUNTAIN REGION

Regional Director Date

Regional Director Date

USDI-NATIONAL PARK SERVICE
MIDWEST REGION

Contracting Officer Date

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

FS Agreements Coordinator, Region 2 Date

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 SOUTH DAKOTA
DEPARTMENT OF AGRICULTURE

USDA-FOREST SERVICE
REGION 2

South Dakota Secretary of Agriculture Date

Regional Forester Date

USDI-BUREAU OF LAND MANAGEMENT
MONTANA-DAKOTAS STATE OFFICE

USDA-FOREST SERVICE
REGION 1

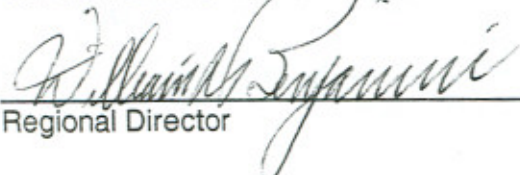
State Director Date

Regional Forester Date

BLM Contracting Officer Date

USDI-FISH & WILDLIFE SERVICE
MOUNTAIN PRAIRIE REGION

USDI-BUREAU OF INDIAN AFFAIRS
GREAT PLAINS REGION



Regional Director Date 2-6-07

Regional Director Date

USDI-NATIONAL PARK SERVICE
MIDWEST REGION

USDI-BUREAU OF INDIAN AFFAIRS
ROCKY MOUNTAIN REGION

Regional Director Date

USDI-NATIONAL PARK SERVICE
MIDWEST REGION

Regional Director Date

Contracting Officer Date

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

FS Agreements Coordinator, Region 2 Date

Addendum to Signatures

Interagency Cooperative Fire Management Agreement

US Forest Service Region 2, Agreement Number: 07-FI-11020000-001

USDI, Bureau of Indian Affairs, Great Plains Region, Agreement Number: 6A00460180

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Updated 01/26/2007

USDI-Bureau of Indian Affairs
Great Plains Region

 *Richard D. Zepher*
Contracting Officer Date Feb. 02, 07

Addendum to Signatures

Interagency Cooperative Fire Management Agreement

US Forest Service Region 2, Agreement Number: 07-FI-11020000-001

USDI, Bureau of Indian Affairs, Great Plains Region, Agreement Number: 6A00460180

Page 22a of 40

Updated 01/26/2007

USDI-Bureau of Indian Affairs
Great Plains Region

 *Richard D. Zepher*
Contracting Officer Date Feb. 02, 07

EXHIBIT A

GLOSSARY OF TERMS

Administrative Costs (Charges): Any expenses not charged directly to a program, project, or fire. They include general overhead personnel and administrative services. For the state, the administrative charge is identified as those charges and expenses used to determine the "indirect rate". All activities that can be identified and charged to specific projects, and not excluded elsewhere in this agreement, are considered direct costs and may be billed with proper documentation.

Agencies: The parties to this agreement.

Agency Administrator: Agency officials who are signatory to this agreement, as follows: South Dakota Division of Wildland Fire Suppression, Wildland Fire Coordinator; Bureau of Land Management, State Director; Forest Service, Regional Foresters, Regions 1 and 2; BIA Regional Director; National Park Service, Regional Director; Fish and Wildlife Service, Regional Director.

Agency Representative: An individual assigned to an incident with full authority to make decisions on all matters affecting that Agency's participation at the incident.

Annual Operating Plan: An annually updated document authorized by the appropriate officials for implementing the Interagency Cooperative Fire Management Agreement in their respective areas of responsibilities.

Assisting Agency: An agency or organization providing personnel, services, or other resources to the agency with direct responsibility for incident management.

Boundary Line Fire: This includes (i) a fire burning jointly on lands of two or more parties or will soon burn across the boundary line and the boundary line is known, (ii) where the fire location is known, but the jurisdictional boundary on the ground is uncertain, or (iii) where the location of a reported fire is uncertain in relation to the jurisdictional boundary.

Once the exact location of the fire is determined in relation to the jurisdictional boundary, it ceases to be a boundary fire unless falling in category (i) above.

Closest Forces Concept: The philosophy of committing the closest available appropriate resources, regardless of agency, for initial attack or for critical need.

Cooperating Agency: An agency supplying assistance other than direct operational or support functions or resources to the incident management effort.

Cooperator: Organized fire forces of other agencies, paid or volunteers, public or private, at the local, municipal, state, or federal level.

Cost Share Agreement: A document prepared between a Federal, State and/or local agencies to distribute costs on a multi-jurisdictional incident or an incident which threatens or burns across boundaries of direct protection areas of the agencies.

County: Employees, elected officials, and appointed officers of a county.

Direct Protection Area: That area which, by law or identified or authorized pursuant to the terms of this Agreement, is provided wildland fire protection by the State or it's Counties or by a Federal agency. This may include land protected under exchange or payment for protection.

Direct Costs: All costs associated with direct fireline/fireground operations and incident support ordered by or for the incident. Excludes indirect costs associated with administrative charges.

Extended Attack: An extended attack incident is a wildland fire that has not been contained/controlled by the initial attack forces and additional firefighting resources are arriving, enroute, or being ordered by the initial attack Incident Commander.

Fire: Except when stated otherwise, this is the same as "wildland fire".

ICS (Incident Command System): The common emergency incident management system used on any incident or event and tailored to fit the specific management needs of the incident/event.

Indirect Rate: A rate negotiated with the appropriate federal agency for all administrative fees charged by the Department of Agriculture for federal grants and services charged to federal agencies.

Initial Attack: Initial attack is the action taken by resources which are first to arrive at an incident. All wildland fires that are controlled by suppression forces undergo initial attack. The number and type of resources responding to initial attack varies depending upon fire danger, fuel type, values at risk, and other factors. Generally initial attack involves relatively few resources, and incident size is small.

Initial Attack Forces: Wildland fire suppression resources of agencies initially dispatched to a fire in accordance with a pre-existing annual operating plan or mobilization guide.

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 which has overall land and resource management or protection responsibility as provided by Federal or State law.

Move-Up and Cover: Identifies a relocation of fire suppression resources from their established location to a temporary location to provide fire protection coverage for an initial attack response area.

Mutual Aid: Assistance provided by a Assisting Agency at no cost to the Protecting Agency. Mutual aid is limited to those initial attack resources or move-up and cover assignments that have been determined to be appropriate and as each may be able to furnish and are documented in annual operating plans. Sometimes called Reciprocal Fire Protection.

Mutual Threat Zone: A geographical area between two or more jurisdictions into which those agencies would respond on initial attack. Also called mutual response zone or initial action zone.

Overhead Costs: Indirect administrative costs that cannot be readily identified with specifically financed programs, projects, and functions.

Preparedness: Activities before fire occurrence to ensure effective suppression action. Includes training, planning, procuring and maintaining equipment, development of fire defense improvements, and maintaining cooperative arrangements with other agencies.

Prescribed Fire: The planned and/or permitted use of fire to accomplish specific land management objectives.

Prevention: Activities directed at reducing the number of human-caused fires, including such items as public education, law enforcement, dissemination of information, engineering, and the reduction of hazards.

Protection Area Maps: Official maps of the annual operating plans.

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

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

Resources: All personnel, items of equipment and aircraft available for assignment of tasks.

Rocky Mountain Area Coordinating Group: A group consisting of the Agency Administrators or their designated representatives to oversee the terms of this Agreement and to provide general coordination for interagency wildland fire activities in Colorado, South Dakota, Wyoming, Kansas, and Nebraska.

State: South Dakota Division of Wildland Fire Suppression, a statutory entity governed by the South Dakota Department of Agriculture.

Suppression: All the work of confining and extinguishing a fire beginning with its discovery through the conclusion of the incident.

Unit Administrator: The individual assigned administrative responsibilities for an established organizational unit, such as:

- Forest Supervisors for the USDA Forest Service
- State Director or Field Office Manager for the Bureau of Land Management
- Wildland Fire Coordinator or designee for the South Dakota Department of Agriculture
- Agency Superintendent for the Bureau of Indian Affairs
- Park Superintendent for the National Park Service
- Refuge Manager (Project Leader) for Fish and Wildlife Service
- May also include a County Commissioner or designee at the local level

Wildland: Lands with few or no permanent improvements.

Wildland Fire: Uncontrolled fire burning in forest, brush, prairie, or cropland fuels, or conflagrations involving such fuels and structures.

EXHIBIT B

ANNUAL OPERATING PLAN OUTLINE GUIDE

The annual operating plan is a working document compiled each year by wildland fire agencies participating in the Plan, and shall be attached to and considered a part of the Interagency Cooperative Fire Management Agreement (see Clause 12 of the Agreement).

The Plan should contain the following information, wherever applicable.

1. Plan approvals from authorized agency representatives with dates.
2. Identification of the jurisdictions within the area of the plan.
3. Authority for plan - cite Interagency Cooperative Fire Management Agreement among the State and Federal Agencies, and Agreement for Cooperative Wildland Fire Management between the State and the County.
4. Purpose of plan - brief narrative
5. Definitions and description of:
 - a. Fire Management Responsibilities
 - b. Mutual Aid Dispatch Areas by Dispatch Levels
 - c. Mutual Aid Move-up and Cover Facilities
 - d. Special Management Considerations (wilderness areas, Wild and Scenic Rivers, research natural areas, archeological sites, roadless areas, other areas identified in and management planning documents, urban interface areas, or otherwise requiring special management procedures)
 - e. Responsibility for Non-Wildland Fire Emergencies
 - f. Repair of Wildland Fire Suppression Damage
6. Fire Protection Resource List including prevention, detection, ground and air attack units, supervisory personnel, draw-down levels, and other cooperating agencies.
 - a. Kind (by ICS type)
 - b. Location
 - c. Anticipated Availability Period

d. Staffing Levels

e. Contact Points and Names

7. Protection Area Maps Showing;

a. Jurisdictional Agency, Protection Unit, County boundary, area of responsibility and other plan needs.

b. Fire Protection facilities by Agency and location

c. Direct Protection Areas

d. Mutual Aid Dispatch Areas

e. Special Management Consideration Areas

f. Date Effective

8. Fire Readiness

a. Fire Planning

1. Preparedness plans

2. Prevention plans

3. Prescribed fire plans

b. Wildland Fire Training Needs and Coordination

c. Physical Fitness Standards

d. Training Standards

d. Inspection Schedules

9. Wildland Fire Suppression Procedures

a. ICS Use

b. Detection Standards

c. Relationship with local mobilization guide

d. Notification about Fires

- e. Establishment and Revision of Mutual Aid Dispatch Areas
 - f. Initial Attack Dispatch Levels and their determination
 - g. Dispatching and Resource Order Process
 - 1. Unified Command
 - 2. Boundary Fires
 - h. Reinforcements and Support
 - i. Move-up and Cover Locations and Procedures
 - j. Interagency procurement, loaning, sharing, or exchanging and maintenance of facilities, equipment, and support services
 - k. Interagency Sharing of Communications Systems and Frequencies
 - l. Wildland Fire Situation Analysis
 - m. Dispatch Centers or other incident support facilities
 - n. Post-incident Action Analysis
 - o. Out-of-Jurisdiction Assignments
 - 1. Standards
 - 2. Procedures
10. Aviation Procedures
- a. Aviation map and narrative
 - 1. Hazards
 - 2. Sensitive Zones (urban interface, aquatic, wilderness, etc.)
 - 3. Helispots, dip sites
 - 4. Automatic dispatch zones (tied to preparedness planning)
 - 5. Detection routes

6. Foam/retardant restriction areas
 - b. Flight following/frequency management
 - c. CWN aircraft, tactical and support aircraft
 - d. Fixed wing base management
 - e. Single Engine Attack Tanker Bases
 - f. Lead plane/air attack activation
 - g. Aviation Requests and Operations
 1. Initial Attack
 2. Boundary Fires
 3. Wildland Urban Interface
 4. Mutual Aid Procedures
 5. Air Space Restrictions
 - h. Inspection Schedules
11. Fire Prevention
 - a. General Cooperative Activities
 - b. Information and Education
 1. Fire Danger Information
 - a. Fire Weather Station Locations
 - b. Data Sharing and Methods
 - c. Fire Danger dissemination
 - d. Fire Prevention Signs
 2. Joint or Single Agency Press Releases
 3. Smokey Bear Program

4. "Let's Talk Fire" Programs
 5. "Firewise" Programs
 6. Red Flag Operations
- c. Engineering
1. Land Use Planning (wildland-urban interface)
 2. Defensible space and fuels treatments
 3. Railroads and Utilities
- d. Enforcement
1. Issuing Open Burning and Campfire Permits
 2. Restrictions and Closures (initiating, enforcing, lifting)
 3. Fire Investigations
12. Fuel Management and Prescribed Fire Considerations
13. Cost Reimbursements
- a. Non-Reimbursable Items
 - b. Reimbursable Items
 - c. Wildland Fire Prevention
 - d. Wildland Fire Readiness
 - e. Wildland Fire Suppression
 1. Dispatching
 2. Initial Attack
 3. Mutual Aid
 4. Reinforcements
 5. Aviation

6. Cost Share Plan
 7. Out-of-Jurisdiction Assignments
 8. Billing Procedures
 9. Resource Use Rates
14. General Procedures. How to handle:
- a. Periodic Program Reviews
 - b. Annual Updating of Plans
 - c. Changes During Year (due to budget cuts or supplemental funding)
 - d. Resolution of Disputes Procedure
15. Directory of Personnel and/or Authorized Agency Representatives
- a. Bureau of Land Management
 - b. South Dakota Division of Wildland Fire Suppression
 - c. USDA Forest Service
 - d. Bureau of Indian Affairs
 - e. National Park Service
 - f. U.S. Fish and Wildlife Service
 - g. County
 1. Board of Commissioners
 2. Sheriff's Department
 - h. Fire Departments

EXHIBIT C

SAMPLE COST SHARE AGREEMENT

The following is a Cost Share Agreement between the Agencies identified below as negotiated for the following incident.

INCIDENT NAME: _____

INCIDENT NUMBERS BY AGENCY: _____

START DATE AND TIME: _____

JURISDICTIONS: _____

CAUSE: _____

INCIDENT COMMANDER (S): _____

This Cost Share Agreement between _____ and _____, and with the cooperation of _____ was prepared under the following authorities provided by:

1. The Interagency Cooperative Fire Management Agreement between the State of South Dakota, USDA Forest Service, USDI Bureau of Land Management, USDI National Park Service, USDI Bureau of Indian Affairs, USDI Fish and Wildlife Service.

2. _____

3. _____

Agency Representatives participating in development of Cost Share Agreement:

Agency: _____

Agency: _____

Name: _____

Name: _____

Title: _____

Title: _____

Agency: _____ Agency: _____

Name: _____ Name: _____

Title: _____ Title: _____

Agency: _____ Agency: _____

Name: _____ Name: _____

Title: _____ Title: _____

It is hereby agreed that the cost basis on this Incident will be shared as follows:

Rationale used in developing this cost agreement:

The following section is optional but will be used only if costs are calculated on a percentage basis and a computer-based incident cost accounting system is not available:

| <u>AGENCY</u> | <u>DIRECT COSTS</u> | <u>AIR/RETARDANT COSTS</u> |
|---------------|---------------------|----------------------------|
| _____ | _____ % | _____ % |
| _____ | _____ % | _____ % |
| _____ | _____ % | _____ % |
| _____ | _____ % | _____ % |
| TOTAL | 100% | 100% |

This Agreement and the apportionment contained are our best judgments of Agency cost responsibilities on the date/time shown. Additional Cost Share Agreements for this incident may be approved for future time periods as conditions and fire spread change.

Signature: _____ Date: _____ Time: _____

Agency: _____ Phone: _____

Mailing Address: _____

Signature: _____ Date: _____ Time: _____

Agency: _____ Phone: _____

Mailing Address: _____

Signature: _____ Date: _____ Time: _____

Agency: _____ Phone: _____

Mailing Address: _____

Signature: _____ Date: _____ Time: _____

Agency: _____ Phone: _____

Mailing Address: _____

Signature: _____ Date: _____ Time: _____

Agency: _____ Phone: _____

Mailing Address: _____

Signature: _____ Date: _____ Time: _____

Agency: _____ Phone: _____

Mailing Address: _____

Signature: _____ Date: _____ Time: _____

Agency: _____ Phone: _____

Mailing Address: _____

ITEMS TO CONSIDER WHEN NEGOTIATING A COST SHARE AGREEMENT

Negotiating cost share agreements within the State of South Dakota has been delegated to the respective unit administrators in the Interagency Cooperative Fire Management Agreement. County officials must also be included. Cost share agreements are to be documented, including the basis or rationale used. The following guidelines should be considered when negotiating a cost share agreement. These are intended to help field personnel in negotiating an equitable agreement and are not intended to be mandatory (see Clause 42 of the Agreement).

Unit Administrator (Line Officer): the individual assigned administrative responsibilities for an established organizational unit, such as Forest Supervisors or District Rangers (USFS), District or Area Manager (BLM), Wildland Fire Coordinator or designee (State), Regional Director or Refuge Manager (USFWS), Park Superintendent (NPS), and Agency Superintendent (BIA), and may include a county commissioner at the local level.

General Guidelines:

1. Agency budgeted costs normally are not shared.
2. Responsibility for claims is considered to be outside the scope of the cost share agreement.
3. Rehabilitation costs other than on the fireline are the responsibility of the jurisdictional agency.
4. All cost share negotiations should include consideration to each agency's values at risk and resources assigned.
5. Cost share agreements should normally be reviewed at the end of each burning period and documented with review date and time.

Method 1: Cost can be shared proportionately based upon the acreage burned.

Method 2: Costs between the agencies can be approximated on a summary of daily estimated incident costs and each agency's proportionate share thereof. If this method is used, daily cost sharing should be properly documented by the Incident Commander. Aircraft and retardant should be on an actual use basis.

Method 3: Costs can be shared based upon direct fireline resources assigned basis. Aviation resources, retardant, etc. should be on an actual use basis. Indirect costs are then shared proportional to direct costs. This is the most equitable method and should be utilized on incidents when a Type I team is assigned.

Definitions:

Direct Costs: All costs associated with direct fireline/fireground and operations including aircraft, except air tankers and their retardant, and incident support ordered by or for the incident prior to completion of the cost share agreement. Airtanker costs and associated retardant costs are direct costs but normally are calculated at a separate cost share rate.

Indirect Costs: All other costs ordered by or for the incident but not defined as direct costs. Indirect costs may include office support personnel, mobilization/demobilization centers, dispatching, air base operations, transportation from home base to camp, and minor or major equipment repairs to incident-assigned and damaged equipment (except those costs included in equipment rental rates). Indirect costs can be shared proportionately with direct costs except where identified to be shared differently in the cost share agreement.

EXHIBIT D

**DOCUMENTS REQUIRED TO TRANSFER MONEY BETWEEN
FEDERAL AGENCIES AND THE SOUTH DAKOTA WILDLAND FIRE SUPPRESSION DIVISION**

1. Please enter the type of document(s) required by your Agency to **TRANSFER** monies to the South Dakota Wildland Fire Suppression Division.

| FEDERAL AGENCIES | FIRE SUPPRESSION | RURAL FIRE ACTIVITIES | PRESCRIBED BURNS |
|--------------------------------|----------------------------|------------------------------|-------------------------|
| U.S. Forest Service | Cooperative Fire Agreement | Grant | Participating Agreement |
| U.S. Bureau of Land Management | Reciprocal Agreement | Cooperative Agreement | Cooperative Agreement |
| 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 Reclamation | Procurement | Financial Assistance | Procurement |
| 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 | PRESCRIBED BURNS |
|--------------------------------|---|---|---|
| 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) | Interagency Agreement (IDEAS) NPS form 10-192 | Interagency Agreement (IDEAS) NPS form 10-192 |
| U.S. Fish & Wildlife Service | Interagency Agreement/Intra-Agency Agreement | Interagency Agreement/Intra-Agency Agreement | Interagency Agreement/Intra-Agency Agreement |
| U.S. Bureau of Reclamation | Interagency Agreement | Interagency Agreement | Interagency 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.

| FEDERAL AGENCY SELLER | FIRE SUPPRESSION | RURAL FIRE ACTIVITIES | PRESCRIBED BURNS |
|--------------------------------|---|--|--|
| U.S. Forest Service | Not applicable | AD-672 | AD-672 |
| U.S. Bureau of Land Management | 1681-3 (WORD) Statement of Work Attached Other Agency Form | 1681-3 (WORD) Statement of Work Attached Other Agency Form | 1681-3 (WORD) Statement of Work Attached Other Agency Form |
| U.S. National Park Service | Interagency Agreement (Will accept other Agency format, but needs to meet basic NPS key elements) | NPS form 10-192 Statement of Work Attached Other Agency Form | NPS form 10-192 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 Reclamation | Interagency Agreement | Interagency Agreement | Interagency Agreement |
| 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.)