

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

Exhibit C. Operating Plan

Between the

**UNITED STATES DEPARTMENT OF AGRICULTURE,
U.S FOREST SERVICE, REGION 2
BLACK HILLS NATIONAL FOREST**

And the

**STATE OF SOUTH DAKOTA,
DEPARTMENT OF AGRICULTURE
WILDLAND FIRE DIVISION**

This Operating Plan is hereby made and entered into by and between the parties pursuant to the Master Cooperative Wildland Fire Management and Stafford Act Response Agreement (16-FI-11020000-054) signed and dated August 1, 2016. This Operating Plan, inclusive of any referenced attachments or exhibits, is tiered to the Agreement. A formal modification to the Agreement is unnecessary, but shall not contradict the Agreement.

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

I. PURPOSE

This is a Sub-Geographic Area Operating Plan applicable to all signatory parties within the Black Hills Fire Protection District. Its purpose is to address issues affecting cooperation, interagency working relationships and protocols, financial arrangements, sharing of resources, and joint activities/projects. The applicable 2020 Mobilization Guide is considered part of this Operating Plan.

II. RECITALS

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

A. State of South Dakota

- 1) The South Dakota Department of Agriculture, Wildland Fire Division (SDWF) will have jurisdictional fire protection responsibility for all state and private forested lands within South Dakota, including Harding County. "Forested lands" means any land which is at least ten percent stocked with trees and is outside the limits of any incorporated municipality.
- 2) SDWF provides direct and reimbursable supporting protection on all Federal, state and private lands within the exterior proclaimed boundary of the Black Hills National Forest in South Dakota (including exemption areas).

B. The Black Hills National Forest

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

III. DEFINITIONS AND DESCRIPTIONS

A. Fire Management Responsibilities

Both agencies shall be identified as follows with regards to roles and responsibilities in management activities:

1) Protecting Agency / Jurisdictional Agency

The agency that has overall land and resource management and/or protection responsibility as provided by federal or state law is considered the jurisdictional agency. The jurisdictional agency is also defined as the agency responsible for paying the bills for protection of lands under its jurisdiction.

2) Supporting Agency

The agency providing suppression or other support and resources to a protecting agency.

B. Mutual Aid Dispatch Areas by Dispatch Levels

As identified in current Great Plains Interagency Dispatch Center (GPC) run cards.

C. Mutual Aid Move-up and Cover Facilities

Each agency is responsible for advising the other when initial attack commitments adversely affect the other's ability to meet additional initial attack needs, or the ability to meet interagency commitments. Each agency will provide representation to the local Multi-Agency Coordinating Group (MAC). Unless otherwise agreed, the agency providing resources for move-up and cover

will pay for base 8 salaries of its assisting resources. Overtime will be paid by the agency requesting coverage or whose initial attack or extended activities precipitated move-up and cover action. Further guidance on move-up and cover can be found in GPC 2020 Standard Operating Procedures (SOP) available from GPC Staff.

D. Responsibility for Non-Wildland Fire Emergencies

Responsibility will be in accordance with agency policy.

E. Repair of Wildfire Suppression Damage

Mitigation of suppression activity damage will be accomplished as an obligation of the suppression action and as directed by the jurisdictional agency. Burned area rehabilitation will be the responsibility of the jurisdictional agency.

Requests for “Burned Area Emergency Rehabilitation” (BAER) assessments will be initiated by the jurisdictional agency and be funded according to the requesting agency’s policy.

F. Kind (by ICS type) of Resource

Refer to 2020 GPC Mobilization Guide

G. Location of Resource

Refer to 2020 GPC Mobilization Guide

H. Anticipated Availability Period

Refer to GPC 2020 Mobilization Guide

I. Staffing Levels

Refer to GPC 2020 Mobilization Guide

J. Contact Points and Names

Refer to GPC 2020 Mobilization Guide

IV. INTERAGENCY COOPERATION

A. Interagency Dispatch Centers

Specify level of participation, staffing arrangements, and funding. Reference GPC agreement: #17-FI-11020300-021 which will remain in effect until replaced.

B. Resources

Reference GPC agreement: #17-FI-11020300-021 which identifies the partners who supply funding for GPC operations per separate stand-alone agreements.

The organization of state resources, equipment, aircraft, and facilities which are available for cooperative use, subject to state regulations and procedures, are shown in the current South Dakota Wildland Fire Division Annual Fire Action Plan, and the GPC 2020 Mobilization Guide.

The organization of BKF crews, fire equipment and facilities which are available for cooperative use, subject to BKF regulations and procedures, are shown in the GPC 2020 Mobilization Guide.

Severity requests will be coordinated between signatory agencies. Additional information is found in the 2020 Rocky Mountain Area Mobilization Guide.

C. Standards

Refer to BKF Forest Plan and 2020 GPC Mobilization Guide. See NWCG Standards for Helicopter Operations (SHO), SEAT and Heavy Air tanker contracts and associated base operating plan.

V. PREPAREDNESS

A. Protection Planning

See GPC Fire Danger Operating Plan, 2020 GPC Mobilization Guide, Extended Attack Operating Plan and BKF Draw Down Plan.

B. Protection Areas and Boundaries

See Black Hills Fire Protection District Map and GPC Response Area Map.

C. Methods of Fire Protection and Suppression

1) Reciprocal (Mutual Aid) Fire Assistance

All class A and B fires will be considered mutual aid.

Each agency shall assume its own full cost of expenditures for initial attack resources the first 24 hours following the initial dispatch. When a fire extends beyond the mutual aid period, all costs including those incurred in the mutual aid period will be included when billing the jurisdictional agency, or when developing a cost-share agreement. The jurisdictional agency will be determined as soon as possible. Initial attack resources include: Type 3, 4, and 6 engines, overhead personnel including dispatch personnel, dozers, lowboys, Type I and II FS and South Dakota State hand crews and helitack crews. Flight time and aerial delivered suppressants from fixed and rotor wing aircraft are not part of mutual aid and requesting agency will be responsible for those costs. Items excluded from mutual aid are South Dakota Fire Department resources as per the South Dakota Wildland Fire Cooperative Fire Agreement. South Dakota Fire Department agreement states 3 hour mutual aid period in a 24 hour period.

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

Structure protection costs are not subject to mutual aid and such costs will be covered by the agency with direct structure protection authority. The cost of aviation resources including flight

time and ordered standby outside of normal operating hours are not subject to mutual aid and will be covered by the benefiting agency.

2) Acquisition of Services

Not applicable

D. Joint Projects and Project Plans

These projects may involve such activities as prescribed fire/fuels management, preparedness, fire analysis/planning, rehabilitation, training, prevention, public affairs, and other beneficial efforts in support of interagency fire management. Implementation of such projects will require a separate, local agreement, or other appropriate written document, executed by the authorized signatories of the involved parties. This may include a Supplemental Project Agreement, as in Exhibit I of the Master Coop Agreement.

E. Fire Prevention

1) General Cooperative Activities

SDWF and the BKF will be jointly responsible for coordinating annual fire prevention activities within their areas of responsibilities. Coordination and cooperation will be channeled through the GPC Prevention Committee.

2) Information and Education

- a. Data Sharing and Methods: GPC and Zone/Unit FMOs will share data through mutually agreed methods as needed.
- b. Fire Danger: Fire Danger information is available on the GPC website.
- c. Fire Prevention Signs: Fire prevention signing is the responsibility of respective agencies for their jurisdictional areas.

3) Public Fire Information

Information duties are the responsibility of the protecting agency. The Great Plains Fire Information group is responsible for providing initial attack incident information. Blog posts and or social media are approved by the jurisdictional agency and issued by the group. Once an incident becomes complex, information duties will be specified in the appropriate delegation of authority.

4) Smokey Bear Program

Refer to agency specific guidance for Smokey Bear activities.

5) Red Flag Operations

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

6) Drought Information

Drought information and related fire prediction is provided by the NWS and Rocky Mountain Predictive Services. Fuel moisture data collected by respective agencies will be provided to the South Dakota State Fire Meteorologist for posting to the website.
(<http://www.ias.sdsmt.edu/clabo/index.htm>)

7) Firewise

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

8) Land Use Planning - Wildland-Urban Interface (WUI)

Land use planning is a function of local County government in cooperation with input from Federal and State fire management professionals.

9) Defensible Space and Fuels Treatment

Defensible space and fuels treatment within the WUI are collaborative functions of the respective jurisdictional agency representatives, the fuels committee within the GPC Board of Directors and local property owners.

SDCL 21-10-26 and 21-10-27 address the abandonment of untreated logging slash in a timber harvesting operation consisting of ten acres or more as a public nuisance. Abandonment of untreated logging slash in a timber harvesting operation of ten acres or more is a Class 1 misdemeanor.

10) Restrictions and Closures, (Initiating, Enforcement and Lifting)

Restrictions and closures and will be coordinated with individual counties and through the GPC Board of Directors.

11) State of South Dakota Department of Transportation, Fire Safety Plan, effective May 8, 2014

F. Fire Planning

1) Preparedness plans

Refer to agency specific plans

2) Prevention plans

Refer to agency specific plans

3) Prescribed fire plans

Refer to agency specific plans

G. Physical Fitness Standards

Federal and SDWF firefighters as well as firefighters whose department has signed an agreement with SDWF must meet the physical fitness standard and qualifications for the position assigned as identified by the National Wildfire Coordinating Group, Wildland and Prescribed Fire Qualification System Guide, PMS 310-1 using the most current version. During initial attack only, the agencies will honor local fitness standards of their departments when they respond on behalf of their constituencies in the protection of private or state lands adjacent or near non-federal lands. Such responding personnel and resources will be considered as cooperating resources of other jurisdictions and as such will not be considered as reimbursable resources having responded at the request of or on behalf of the BKF.

H. Inspection Schedules

Interagency participation in programmatic preparedness reviews is encouraged. Costs incurred for participation will be considered costs of each respective agency unless otherwise negotiated by local fire managers.

I. Public Use Restrictions

Refer to V. E. 10. above

J. Burning Permits

- 1) Burning permits are required for all open burning in the Black Hills Forest Fire Protection District as provided for in South Dakota State law (SDCL. 34-35-16).
- 2) Burning permits for debris/slash pile burning are issued by GPC on behalf of SDWF or they can be obtained online. Burning permits for campfires are issued by the local SDWF Fire Management Officer.
- 3) Permits for campfires on BKF lands may be issued by BKF Fire Management Officers or agency administrators.

K. Prescribed Fire (Planned Ignitions) and Fuels Management

1) Cooperative Fuels Management Projects

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

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

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

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

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

2) Fuels and Prescribed Fire Management Support

Agencies are encouraged to cooperate with one another in completing prescribed burning and fuel treatment projects. This support may be in the form of personnel and/or equipment assistance (paid or contributed) as provided for in the Interagency Cooperative Fire Management Agreement (R2 Agreement #16-FI-11020000-054 and BKF Agreement # 17-FI-11020300-008).

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

L. Smoke Management

Follow Federal and South Dakota State Law and DENR procedures along with any associated permitting requirements.

VI. OPERATIONS

A. Fire Notifications

1) Specify notification procedures and timelines

GPC will notify agency Duty Officers of any fires which are on or which threaten jurisdictions of the other agency as soon as possible after the arrival of initial attack forces and at such time that affected jurisdictions have been identified and information has been conveyed to GPC from the field. Contact information for both agencies may be found in the 2020 GPC Mobilization Guide Personnel Directory.

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

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

B. Wildfire Suppression Procedures

1) Incident Command System

All agencies support and use the Incident Command System (ICS) or National Incident Management System (NIMS). Unified command may be used for fires within the Black Hills

Forest Fire Protection District regardless of point of origin or jurisdictional location of the fire. Jurisdictions declaring a vested interest in suppression operations will be encouraged to participate within the unified command structure. Unified command will follow procedures outlined by the Incident Command System.

If a wildfire crosses jurisdictional boundaries or threatens adjacent jurisdictions or otherwise becomes a fire with multi-jurisdictional interest, any jurisdiction with a vested interest may request a unified command structure. When unified command is not invoked or if a jurisdiction chooses not to participate within the unified command structure they may designate an agency representative capable of evaluating operational tactics and local resource availability and may issue a letter of Delegation of Authority from their agency line authority to the Incident Commander or Unified Command.

2) Wildland Urban Interface (WUI)

The protection of human life is the single, overriding priority. Setting priorities among protecting human communities and community infrastructure, other property and improvements, and natural and cultural resources will be 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. All WUI fires within the GPC Zone are coordinated through GPC.

Follow policy identified in 2020 Interagency Standards for Fire and Aviation Operations to define what the United States Forest Service (USFS) primary role is in structure protection.

3) Detection standards

Each agency will advise the other agency when it plans to make detection flights and as a matter of routine will report fires observed on other jurisdictions. When an agency requests detection services from another agency and it requires deviations from the normal flight pattern, costs incurred may be the responsibility of the benefiting agency. Reimbursement may include proportionate shares of the aircraft and observer's salary unless otherwise agreed.

4) Relationship with local mobilization guide

Processes and procedures set forth in this Operating Plan have been developed in accordance with the processes and procedures in the 2020 GPC Mobilization Guide and will follow normal dispatching channels.

5) Establishment and revision of mutual aid dispatch areas

Refer to current 2020 GPC run cards

6) Initial attack dispatch levels and determination

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

7) Dispatching and Resource Order Process

Dispatching and resource order process will be determined by the GPC SOP's approved by the BOD for initial attack areas of both jurisdictions and for extended attack operations.

Extended Attack assistance from South Dakota Fire Departments will be requested through GPC who will in turn contact the closest South Dakota Fire Department Chiefs for a call out.

Request for BKF and SDWF assistance including respective agency wildland fire suppression resources covered by agreement will be made through GPC.

Per South Dakota State law (SDCL. 41-20A-11), requests from South Dakota counties for State of South Dakota fire resources will only be made by those authorized and designated by the county commissioners unless a Governors Declaration of Emergency is declared. A county resolution listing authorized designees must be on file with GPC. All resource orders for federal wildland fire suppression resources requested by the county or incorporated municipalities through SDWF will be routed through GPC.

a. Reinforcement and Support

See 2020 GPC Mobilization Guide

b. Move-up and Cover Procedures

See 2020 GPC Mobilization Guide

c. Interagency Procurement, Loaning, Sharing, or Exchanging and Maintenance of Facilities, Equipment, and Support Services

SDWF agrees to provide pending availability and in accordance with identified dispatch protocol; one (1) mobile cache; two (2) federally certified Type I Blackhawk helicopters with buckets (South Dakota National Guard); two (2) federally certified Air Attack Platforms; two (2) Department of Interior Office of Aviation Services (DOI-OAS) inspected Single Engine Air Tankers; Type 3 and 4 engines; wildland Type 6 engines, dozer, Department of Corrections Crews (DOC Crews) and overhead. All costs of suppression assistance outside of the identified mutual aid period are reimbursable by the jurisdictional agency. Reimbursable costs include but are not limited to delivery, return, and labor costs to refurbish and replace damaged or lost equipment subject to provisions of the parent agreement. Upon written request SDWF may share facilities when determined mutually beneficial to both agencies.

The BKF agrees to provide wildland Type 6, 4 and 3 engines, initial attack hand crews and a IHC, overhead personnel, dozers, supplies and equipment as available, staffing and oversight of the Interagency Helitack Program, maintenance and operational oversight of the Rapid City Regional Air Tanker Base, maintenance, availability and administrative oversight of a 300 person tool cache located at the Forest Supervisor's Office in Custer, South Dakota. All costs of suppression assistance outside of the identified mutual aid period are reimbursable by the jurisdictional agency. Reimbursable costs include but are not limited to delivery, return, and labor costs to refurbish and replace damaged or lost equipment subject to provisions of the parent agreement.

Requests for resources will be made through the GPC by both agencies.

d. Interagency Sharing of Communications Systems and Frequencies

Both agencies signing this plan agree to share the use of their interagency fire suppression radio frequencies or talk groups upon written approval and authorization of request. Letters authorizing use of frequencies or talk groups will be kept on file at both agencies. Both agencies will utilize the communications protocol as outlined in the 2020 GPC Communication Plan and 2020 GPC Run Cards.

e. Wildland Fire Decision Support System (WFDSS)

The jurisdictional federal agency will assume the lead for development of the Wildland Fire Decision Support System analysis.

f. Delegation of Authority

The Delegation of Authority will be drafted by the jurisdictional agency(s) with an appropriate signature block for each agency. Delegations of authority can follow format as identified in the Interagency Standards for Fire and Fire Aviation Operations 2020 or other formats as possibly identified by the participating agencies.

g. Dispatch Centers or Other Incident Support Facilities

The dispatch center for both agencies is the Great Plains Interagency Dispatch Center, in Rapid City, South Dakota. This center is the Zone Dispatch Center for the area covered in this agreement and is a third-tier dispatch center under the Rocky Mountain Area Coordination Center in Lakewood, Colorado.

h. Post-incident Action Analysis

After Action Reviews (AAR's), and/or closeouts should be conducted at a level commensurate with the complexity of the incident and/or as requested by an agency participating in an incident.

i. Out-of-Jurisdiction Assignments

Each agency is responsible for the certifying of qualifications and required standards of their personnel and equipment for out-of-area assignments. Certification must meet NWCG standards as identified in PMS 310-1 using the most current version.

C. Boundary Line Fires

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

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

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

D. Independent Action on Lands Protected by Another Agency

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

E. Response to Wildland Fire

1) Special Management Considerations

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

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

2) Jurisdictional Agencies, Reference BKF Forest Plan, Fire Management Summary Table and Custer State Park Land Management Plan.

3) Suppression costs in these areas will be documented in a cost-share agreement if required.

F. Decision Process

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 will be identified in WFDSS and associated Delegation of Authorities.

G. Cooperation

Close and timely communications of all parties will be utilized in developing the strategy and tactics to be used in preventing unwanted wildland fire from crossing the jurisdictional boundary, and in developing mitigations which would be used if a wildland fire does cross jurisdictional

boundaries.

H. Communication

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

I. Cost Efficiency

Jurisdictions will identify conditions under which cost efficiency may dictate where suppression strategies and tactical actions are taken (i.e., it may be more cost effective to put the containment line along an open grassland than along a mid-slope in timber). Points to consider include firefighter safety, loss and benefit to land, values at risk, resource, social and political values, and existing legal statutes.

J. Delegation of Authority

Agencies agree to provide delegation of authorities to Type III incidents and those more complex to assigned incident commanders. Initial attack delegations will follow the appropriate agency's policy.

K. Preservation of Evidence

Evidence will be preserved in accordance with applicable Agency regulations and policies. Agencies will notify each other whenever a fire on the other's jurisdiction is suspected to be person-caused. The jurisdictional agency will make a determination and be responsible for requesting a fire investigator on their lands, if warranted, through GPC. The costs of fire investigation will follow mutual aid guidelines or in the case of a multi-jurisdiction fire, based on the incident cost-share agreement. Generally speaking, fire investigation reports should be submitted to the jurisdiction(s) authority within 15 days following an investigation request. All investigation information is the property of the jurisdictional agency and will be shared between agencies when requested in a timely manner.

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

VII. USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

A. Cost-Share Agreement

- 1) The cost-sharing methodologies that will be utilized should wildfire spread to a neighboring jurisdiction in a location where fire is not wanted.
- 2) The cost-share methodologies that will be used should a jurisdiction accept or receive a

wildland fire and manage it for multiple objectives.

- 3) There may be 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:
 - a. When a wildland fire that is being managed for multiple objectives spreads to a neighboring jurisdiction because of strategic decisions, and in a location where fire is not wanted, the managing jurisdiction may be responsible for wildfire suppression costs.
 - b. 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:
 - each jurisdiction pays for its own resources – fire suppression efforts are primarily on jurisdictional responsibility lands,
 - each jurisdiction pays for its own resources – services rendered approximate the percentage of jurisdictional responsibility, but not necessarily performed on those lands,
 - cost-share by percentage of ownership,
 - cost is apportioned by geographic division or percent of effort. Examples of geographic divisions are: Divisions A and B (using a map as an attachment); privately owned property with structures; or specific locations such as campgrounds,
 - reconciliation of daily costs (for larger, multi-day incidents). This method relies upon daily agreed to costs, using Incident Action Plans or other means to determine multi-Agency contributions. Reimbursements must be followed up by a final bill.
 - administrative costs will be included in the cost-share agreement if applicable
- 4) For size class C and above fires, cost-share agreements will be prepared by the responsible unit administrator(s) or their authorized representative when there is (1) a multi-jurisdictional incident or (2) an incident which threatens or burns across direct protection boundaries of SDWF and BKF. Cost-share agreements for size class C and above fires will be negotiated on a per fire basis regardless of selected strategies and tactics including those fires that may be managed for multiple objectives.
- 5) The agencies agree that all reasonable and necessary costs incurred to meet the protection responsibilities within each agency's direct protection area will be the responsibility of that agency. The agencies agree that in the event a nongovernmental contract resource is used on an incident that the agency requesting the resource may make payment for services rendered directly to the contract resource under another agency's contract. Federal agencies can only pay from nonfederal contracts if a federal contracting officer reviews and cosigns the nonfederal contract. Typically, suppression actions and their associated costs are driven by perceived threats to values at risk. Values at risk may, in turn, require more intensive suppression efforts and therefore, higher suppression costs in one agency's direct protection area than in another. These situations will be considered when determining each agency's

share of costs for an incident.

- 6) For fires where values at risk are typically associated with natural resources on undeveloped lands and when those resources are uniform across jurisdictions it is usually appropriate to share costs based on the percentage of acres burned on each jurisdiction. Fires occurring within urban interface areas with high value improvement at risk or whenever resource values (natural or other) differ significantly across jurisdictions may require an assessment of suppression efforts (costs) directed at protection of respective resources/values are required. This assessment may provide the basis for identifying cost-shares in the agreement. Unless unusual circumstances exist, it is the intent of this Operating Plan that a cost-share agreement will be completed prior to the fire being declared contained for all extended attack fires.
- 7) For temporary support level functions, pre-positioning of suppression resources or facilities established during periods of extraordinary fire activity or as authorized under Fire Severity conditions defined by each jurisdiction, similar cost sharing procedures may be used.
- 8) SDWF receives its procurement authority from state laws and is therefore not subject to federal procurement laws. Whenever SDWF is responsible for the management of an incident SDWF will comply with state laws and regulations covering procurement. Procurement costs by one agency in support of another that are reasonable and prudent may be charged to the protecting agency as a condition of reimbursable assistance.
- 9) Equipment loaned by one party to another shall be ordered through normal dispatching channels. Loaned equipment becomes the responsibility of the borrower and shall be returned in the same condition as when received, normal wear accepted. The borrower will repair damages in excess of normal wear and will replace items lost or destroyed.

B. Non-reimbursable Items

Appropriated Fund Limitations: Nothing herein shall be interpreted as obligating the BKF or SDWF 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.

C. Reimbursable Items

See Master Agreement 16-FI-11020000-054 Exhibit D section K

1) Prescribed Fires and Project Work

Reimbursement procedures will be consistent with the Interagency Cooperative Fire Management Agreement. Rates for contracted resources through SDWF will be consistent with those established in the South Dakota Cooperative Fire Suppression Mini Mob Guide.

As provided in the South Dakota Cooperative Fire Suppression Mini Mob Guide. Contractors may provide resources at reduced or no cost to the requesting agency for prescribed fire or fire/fuels activities other than initial attack.

Whenever reimbursement is warranted for such assistance, agencies will agree upon rates in a separate agreement prior to commencement of activities. Documentation of requested assistance

will be through a resource order placed through GPC specifying the type and quantity of resources requested or through separate documentation prior to project implementation.

D. INDIRECT COST RATES - COOPERATIVE FIRE PROTECTION

For fires within the State of South Dakota indirect costs will not be charged. When indirect cost rates are applied to federal reimbursements, the Parties agree to the following:

- 1) If the payment recipient has never received or does not currently have a negotiated indirect cost rate, they are eligible for a de minimis indirect cost rate up to 10% of Modified Total Direct Costs (MTDC). MTDC is defined as all salaries and wages, fringe benefits, materials and supplies, services, travel, and contracts up to the first \$25,000 of each contract.
- 2) For rates greater than 10%, the payment recipient shall provide either an applicable negotiated indirect cost rate agreement (NICRA) from a cognizant Federal agency, or an indirect cost rate summary in a format that clearly defines the indirect cost rate and MTDC.
- 3) The payment recipient must maintain adequate documentation to support the methodology and computation of the indirect cost rate. Documentation must be made available to the Federal agency upon request.
- 4) Failure to provide adequate documentation supporting the indirect cost rate could result in disallowed costs and repayment to the Federal agency.

*For fires out of the State of South Dakota, indirect costs will be assessed at 9.75%. See Attachment A.

E. Mutual Aid

Refer to Section V Part C

F. Wildland Fire Prevention

Wildland fire prevention is coordinated with local agency offices. Reimbursement for prevention activities assistance between BKF and SDWF is allowed if requested and agreed to in a separate agreement prior to convening activities. Reimbursement is processed in accord with provisions of this section.

G. Wildland Fire Readiness

Each agency will maintain a year-round fire suppression capability at their expense.

H. Wildfire Suppression

1) Dispatching

SDWF will represent all South Dakota Fire Departments who have signed a current State of South Dakota Cooperative Fire Suppression Agreement. The terms and conditions including reimbursement for services will be in accord with that agreement.

2) Initial Attack

The BKF will reimburse SDWF for its contracted South Dakota Fire Department resources used for initial attack on BKF lands in accordance with the current South Dakota Cooperative Forest Fire Suppression Agreement.

3) Aviation

The BKF will pay for Single Engine Air Tanker (SEAT) costs in accordance with provisions of the current year state of South Dakota contract when such resources are ordered through GPC in support of wildland fire on BKF lands. Costs incurred for ground support personnel, SEAT base managers, and other personnel required in the State of South Dakota SEAT contract to support the SEAT operation, will be included in the cost for state aviation resources.

I. Training

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

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

J. Communication Systems

See BKF Memorandum of Understanding #19-MU-11020300-038 for BKF radio frequencies that are authorized for use.

K. Fire Weather Systems

1) Remote Automated Weather Stations (RAWS)

a. RAWS locations:

Name	NWS ID.	Latitude Longitude	Key Code Long	Key Code Short
Nemo	#392506	44° 11' 23' 103 30' 35'	0308	0309
Red Canyon	#395105	43° 25' 33' 103 45' 32'	0315	0316
Bearlodge	#480605	44° 35' 50' 104° 25' 38'	0301	0302
Custer	#393506	43° 46' 26' 103° 36 40	4358	4359
Baker Park	#392606	43° 58' 46' 103 25' 30'	0203	0204

Custer State Park	#393507	43° 72' 86' 103° 35' 42'	120	110, 100
Whitetail Peak	#392607	44° 07' 34' 103° 50' 38'	2567	2568
Rapid City West	#392608	44° 04' 9.5' 103° 18' 42'	120	110, 100
Spearfish	#392507	44° 27' 30' 103° 49' 7'	120	110, 100

When dialing into a station make sure you hold down the PTT button an extra second or the station may not pick up the Voice Activation trigger.

Long: Voice read out will include: Air temperature, Relative Humidity, Wind Speed, Wind Direction, Peak Wind Speed, Peak Wind Direction, Fuel Moisture, Fuel Temperature, Battery Voltage, Rain and Solar Radiation.

Short: Will list the station ID then Air temp, RH, and Wind Speed.

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

L. Meteorological Services

The State of South Dakota in cooperation with South Dakota School of Mines will provide a meteorologist along with the National Weather Service.

M. Aviation Operations

1) Powder River MOA

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

2) South Dakota Wildland Fire Division maintains agreements with South Dakota Department of Transportation and South Dakota National Guard for fire aviation resources

VIII. BILLING PROCEDURES (Refer to Exhibit D of the Master Coop Agreement - Reimbursable Billings and Payments)

A. Suppression Billing

Refer to Master Agreement #16-FI-11020000-054

B. Fee Based Services

Billings will be in accordance with separate written agreement or contract(s).

C. Non-Suppression Billings

As described in this Operating Plan, the parties may jointly conduct cooperative projects and/or share resources to carry out non-suppression activities in support of interagency fire management. These

joint projects or activities may involve sharing of costs and/or a transfer of funds between the parties involved, at which time a separate, local agreement, procurement, or other appropriate written document will be required. Billing will be defined under the terms of that document.

D. Stafford Act Billings

- 1) Refer to Exhibit H of the Master Coop Agreement – Use of and Reimbursement for Shared Resources in Stafford Act Response Actions
- 2) Billing time frames – Provide contact information and process required for any written request for extensions beyond time frames established in Exhibit H of the Master Coop Agreement

IX. GENERAL PROVISIONS

A. Principal Contacts for this instrument are as follows:

The designated representative for SDWF will be the Director of the Wildland Fire Division, Department of Agriculture.

State of South Dakota
Wildland Fire Division
Program Contact – Division Director
Jay Esperance
3305 West South Street
Rapid City, SD 57702
Phone: 605-393-8011
E-Mail: Jay.Esperance@state.sd.us

State of South Dakota
Wildland Fire Division
Administrative Contact
Brenda Even
3305 West South Street
Rapid City, SD 57702
Phone: 605-393-8011
E-Mail: Brenda.Even@state.sd.us

The designated representative for the BKF is the Black Hills National Forest Fire Management Officer.

USDA Forest Service
Black Hills National Forest
Program Contact – Acting Forest FMO
Jason Virtue
1019 N. 5 th Street
Custer, SD 57730
Phone: 605-673-9261
E-Mail: jason.virtue@usda.gov

USDA Forest Service
Black Hills National Forest
Administrative Contact
Dave Graham
8221 Mount Rushmore Road
Rapid City, SD 57702
Phone: 605-716-2119
E-Mail: dave.graham@usda.gov

USDA Forest Service
Black Hills National Forest
Fiscal Contact – Forest Budget Officer
Tammy Cordell
1019 N. 5 th Street
Custer, SD 57730
Phone: 605-673-9290
E-Mail: tammy.cordell@usda.gov

B. Changes During Year (due to budget cuts or supplemental funding)

That nothing herein shall be construed as obligating the BKF or SDWF to expend, or as involving the United States or the State of South Dakota in any contract to other obligation for future payment of money in excess of appropriations authorized by law.

C. Personnel Policy

While on assignment, fire department employees and their equipment will be reimbursed for their actual costs through the South Dakota Cooperative Wildland Fire Agreement.

D. Modification

Modifications within the scope of this Operating Plan shall be made by mutual consent of the Parties, through the issuance of a written modification signed and dated by all Parties prior to any changes being performed. Any Party shall have the right to terminate their participation under this Operating Plan by providing six months written notice to the other Parties.

E. Annual Review

This Operating Plan is reviewed annually prior to December 31st of current year and revised, as needed.

F. Duration of Operating Plan

This Operating Plan is executed as of the date of last signature and will be effective until superseded.

If the current Master Coop Agreement is superseded by a new Agreement, this Operating Plan may remain in effect to the extent that it does not conflict with provisions of the new Agreement, but only until such time that all activities and conditions can be incorporated into a new Operating Plan.

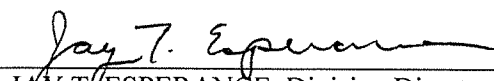
G. Previous Instruments Superseded

BKF #19-FO-11020300-008

H. Authorized Representatives

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

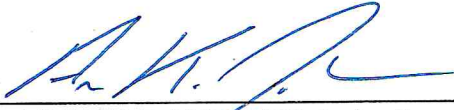
X. REVIEW AND SIGNATURES



JAY T. ESPERANCE, Division Director
South Dakota Wildland Fire Division

1-13-20

Date



01/14/2020

ANDREW K. JOHNSON, Acting Forest Supervisor
U.S. Forest Service, Black Hills National Forest

Date

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



01/13/2020

DAVID GRAHAM, Grants Management Specialist
U.S. Forest Service

Date

**FEDERAL AWARDEE ELECTION OF
PERCENT DE MINIMIS INDIRECT COST RATE**

ORGANIZATION:
South Dakota Department of Agriculture
Wildland Fire Division
3305 West South Street
Rapid City, SD 57702-8160

DATE: April 27, 2018

DE MINIMIS INDIRECT COST RATE for FIRE AGREEMENTS

<u>NAME</u>	<u>EFFECTIVE PERIOD</u>		<u>RATE</u>	<u>BASE</u>
	<u>FROM</u>	<u>TO</u>		
INDIRECT COSTS	01/01/2016	01/01/2022	9.75%	(A)

Rate Application Base:

(A) Base is all for allowable, necessary, allocable Reimbursable Fire expenses.

NOTES & GENERAL TERMS

APPLICABILITY AND TYPE OF RATE: This de minimis rate is for use fire agreements.

AUDIT: All costs, direct and indirect, Federal, and non-Federal are subject to audit. As a result, adjustments to grants and contracts may result from audits.

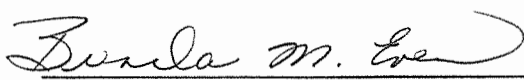
NOTIFICATION TO FEDERAL AGENCIES: Copies of this document may be provided to other Federal offices as a means of notifying them of the non-Federal entity's election of the 9.75 percent de minimis rate.

This has been negotiated and agreed upon with Forest Service Incident Business Coordinator Rocky Mountain Region, Lakewood Colorado and South Dakota Division Finance Officer.

ORGANIZATION:
ABC Organization

BY THE ORGANIZATION:

South Dakota Department of Agriculture
Organization


(Signature)

ON BEHALF OF THE FEDERAL
GOVERNMENT:

Rocky Mountain Region/Regional Office
U.S. Forest Service
(Agency Name)

CAROL ROBINSON Digitally signed by CAROL ROBINSON
Date: 2018.05.07 08:10:56 -06'00'
(Signature)

Jay T. Esperance
(Name)

Division Director
(Title)

Jay T. Esperance
(Signature)

5-10-18
(Date)

Rebecca L Cuthbertson
(Name)

Lead Grants and Agreements Specialist
(Title)

Rebecca L Cuthbertson
(Signature)

5/8/18
(Date)

Telephone: (303) 275-5068