

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

**EXHIBIT C.**

**Between**

**U.S. DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
Interior Regions 5/7  
Eastern Montana/Dakotas District  
South Dakota Field Office**

**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 South Dakota Department of Agriculture, Wildland Fire Division (SDWF) and the United States Department of Interior (DOI), Bureau of Land Management (BLM) pursuant to the Master Cooperative Wildland Fire Management and Stafford Act Response Agreement signed and dated August 1, 2016. This Operating Plan, inclusive of any referenced attachments or exhibits, is tiered to the Agreement #16-FI-11020000-054. A formal modification to the Agreement is unnecessary but shall not contradict the Agreement.

**I. PURPOSE**

This is a Sub-Geographic Area Operating Plan (AOP) applicable to all signatory parties. Its purpose is to address issues affecting cooperation, interagency working relationships and protocols, financial arrangements, sharing of resources, and joint activities/projects. The current applicable mobilization guides are considered part of this AOP. This AOP provides a basis for cooperative wildland fire and aviation management activities on BLM, state, and private land within South Dakota.

Nothing herein shall be interpreted as obligating the BLM or the 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.

**II. RECITALS**

Stafford Act responses and related National Response Framework (NRF) 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 (IMT)s.

**Supporting Agencies** provide suppression or other support and resources to the protecting agency.

### III. INTERAGENCY COOPERATION

The primary dispatch center for SDWF is located at the Great Plains Interagency Dispatch Center (GPC) located in Rapid City, SD. This dispatch center is the zone dispatch center for the area covered in this agreement, except for lands in Harding County, SD.

The primary dispatch center for lands within Harding County and all BLM personnel and resources, as well as local fire departments within Harding County is the Miles City Dispatch Center (MCC) located in Miles City, MT, and is a zone dispatch center under the Northern Rockies Coordination Center in Missoula, MT.

**Interagency Resources:** Interagency funding, staffing, and utilization of fire resources will be pursued wherever an interagency approach is appropriate and cost effective. Reimbursement costs will be for delivery, return, and labor costs to refurbish and replace damaged or lost equipment. Agencies may share facilities when determined mutually beneficial to both agencies.

Dispatching and resource order process will be determined by GPC standard operating procedure (SOP) in both agencies' jurisdictional areas for initial attack except for those federal lands within Harding County, SD. For extended attack in both agencies' jurisdictional areas, dispatching and resource order process will be determined by SOP established by GPC, except for those federal lands within Harding County, SD, which will be determined by MCC SOP's.

Assistance from rural fire departments will be requested through the local county dispatch offices and/or GPC. Local fire departments in Harding County are dispatched through MCC.

Per South Dakota law, requests from South Dakota counties for state fire resources on large prairie wildfires will only be made by those authorized and designated by the county commissioners. All resource orders for federal wildland fire suppression resources requested by counties through SDWF will be routed through GPC.

**Standards:** Federal and SDWF firefighters as well as firefighters whose department has signed an agreement with the SDWF must meet the physical fitness standard and qualifications for the position assigned as identified by the National Wildfire Coordinating Group (NWCG), Wildland Fire Qualification System Guide, PMS 310-1 (current version). On BLM fires, during initial attack only, the BLM will honor local fitness standards of those departments who have not signed an agreement with the SDWF.

**Fire Department Resources:** This includes all cooperating entities (rural, city, and volunteer) working with SDWF on fire incidents. Rates for these resources will be consistent with those established in the current South Dakota Department of Agriculture, Wildland Fire Division, Mini Mobilization Guide.

#### IV. PREPAREDNESS

**Protection Planning:** 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.

If a wildfire crosses or threatens jurisdictional boundaries and becomes a multi-jurisdictional incident, the protecting or jurisdictional agency may request a unified command structure for any wildland fire situation. Where such unified command is not implemented, the jurisdictional agency may reserve the right to designate an agency liaison capable of evaluating operational tactics and local resource availability. Unified Command is highly recommended for all multi-jurisdictional fires. Proper mix of participants in a unified command organization will depend on location, kind of incident, and availability of resources.

The BLM's primary responsibility and objective for structure protection is to suppress the wildfire before it reaches structures. The BLM may assist state, county, and local fire departments in exterior structure fire protection when requested. Structural fire suppression, which includes exterior and interior actions on burning structures, is the responsibility of tribal, county, or local fire departments. Exterior structure protection measures may include actions such as foam or water application to exterior surfaces of buildings and surrounding fuels; fuel removal; and burning out around buildings.

**Protection Areas and Boundaries:** The map on Appendix A shows jurisdictional boundaries of dispatch centers and counties. The map on Appendix C shows sage grouse priority and general habitat management areas within Butte and Harding counties.

##### **State of South Dakota Protection:**

- SDWF will have Jurisdictional responsibility for all state and private forested lands within South Dakota outside the limits of any incorporated municipality.
- SDWF will protect forested Bureau of Land Management lands in western South Dakota, within the Black Hills Forest Fire Protection District directly, and non-forested BLM lands in cooperation with local rural fire departments and counties, in Lawrence, Meade, Pennington, Custer, Fall River, Butte, Perkins, Jackson, Brule, Haakon, and Stanley counties.
- During a declared state of emergency by the Governor of South Dakota, SDWF is given jurisdictional authority under state law to manage wildfires in the prairie areas outside of the Black Hills Forest Fire Protection District on private land.

##### **Bureau of Land Management Protection:**

- BLM will have Jurisdictional responsibility for all lands identified as BLM ownership.
- The Eastern Montana/Dakotas District BLM provides direct suppression protection only on those federal lands (BLM and United States Forest Service (USFS)) within the boundaries of Harding County, SD, through the Montana Cooperative Wildland Fire Management and Stafford Act Response Agreement. Harding County, SD is within the boundary of the Northern Rockies Geographic Area. The remainder of SD is within the Rocky Mountain Geographic Area boundary.

**Methods of Fire Protection and Suppression:** Both agencies support and use the Incident Command System (ICS). All fires will have an incident commander who is in control of the incident. Unified command may be employed on fires that involve multiple protection jurisdictions. BLM will provide an agency representative or contact to the incident commander for specific land management guidance regarding suppression activities.

As incidents grow in complexity, communications will be established with the jurisdictional agency administrator to ensure resource objectives are met. The agencies will assist each other when fires escape initial attack. Requests for personnel, equipment, aircraft, and logistics support for fires that escape initial attack will be requested through appropriate dispatch center.

**Fire Prevention:** Agencies will coordinate prevention, education, and mitigation programs/activities. News releases are issued through the jurisdictional public affairs offices of each agency. Coordination of news releases is encouraged for multi-jurisdictional incidents.

**Fire Restrictions:** Imposing fire restrictions is the responsibility of the agency administrator of each agency. The decision to enter into stage 1 or 2 fire restrictions is based on current and expected weather and fuel conditions, and the frequency of human caused wildfires and their cause. Should an agency or government impose fire restrictions within their jurisdiction, enforcement of those restrictions is incumbent upon the agency that imposes the restriction.

The South Dakota Field Office (SDFO) Manager will initiate restrictions and closures on BLM administered lands.

**Burning Permits:** Burning permits are required for all open burning in the Black Hills Forest Fire Protection District as provided for in South Dakota law.

Broadcast burning, pile burning, and campfire permitting on BLM administered lands both within and outside the Black Hills Forest Fire Protection District is under the authority of the BLM South Dakota Field Manager.

**Prescribed Fire (Planned Ignitions) and Fuels Management:** Each agency will retain responsibility for their fuels management program. The equipment and resources of both agencies may be utilized to support each other on a reimbursement basis. Reimbursement will be agreed upon prior to project implementation in a signed supplemental fire project agreement.

Both agencies agree to cooperate in the development and implementation of prescribed fire and fuels management activities in which the primary interest is to reduce hazardous fuels and restore native habitat and grass species. This support may be in the form of personnel and/or equipment. Supplemental fire project agreements (Exhibit H) allow the BLM to reimburse SDWF for assistance on specific BLM projects.

**Training:** Agencies will coordinate wildland fire training locally and within the state of South Dakota. Local training representatives are responsible for coordinating, planning, and delivery of wildland fire training. All training classes offered by the respective agencies will be conducted according to standards set forth in the current edition of the NWCG Field Managers Course Guide and PMS-310-1.

## V. OPERATIONS

**Fire Notifications:** The responsible jurisdiction will be notified by GPC or MCC of fires on or threatening their jurisdictional lands as soon as possible after the arrival of initial attack forces. Contacts within GPC Mobilization Guide and MCC Annual Operating Plan will be used for notifications.

**Boundary Line Fires:** A fire burning on or adjacent to a protection boundary will be the responsibility of the protecting cooperators on either side of the boundary. Neither party will assume the other party is aware of the fire or that the other party will take action. Each party will make every reasonable effort to communicate with the other concerning the fire.

**Independent Action on Lands Protected by Another Agency:** Each agency can, at no cost to the other agency, dispatch resources to a “Boundary Fire” when a threat is perceived to their respective jurisdiction.

### **Special Management Considerations:**

- Fort Meade Recreation Area an area of critical environmental concern (ACEC) in Meade County. Heavy equipment and retardant use must be authorized by agency administrator.
- Fossil Cycad ACEC in Fall River County. Heavy equipment use must be authorized by agency administrator.
- Sage-grouse habitat in Butte and Harding Counties. Guidance for suppression strategies and tactics in sage-grouse habitat is included in Appendix B. Appendix C includes a map of sage-grouse priority and general habitat management areas.

**Decision Process/Delegation of Authority:** The jurisdictional agency will assume the lead for development of the decision document and delegation of authority, as required. If other jurisdictions are involved, the delegation of authority may be signed by all affected agency administrators, or their designees and a unified command will be established to manage the incident. A Wildland Fire Decision Support System (WFDSS) document will be used as according to policy.

For multi-jurisdictional incidents that require a decision document, one document will be agreed upon and used by all affected agencies for that particular incident. Regardless of the decision document utilized, Federal Agencies must complete a WFDSS document. The BLM agrees to update the WFDSS document as appropriate when used as an incident management tool.

**Communication:** 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.

In an initial attack, extended attack, or escaped fire situation, the protecting agency will contact the jurisdictional agency and assess the need to assign a Resource Advisor. Under unified command, agencies involved will jointly assess the need to assign a Resource Advisor and make recommendations or act on behalf of the agency administrator for decisions.

Suppression activity damage repair will be the responsibility of the protecting agency or cooperator. Requests for Emergency Stabilization (ES), Burned Area Emergency Rehabilitation (BAER) and/or Burned Area Rehabilitation (BAR) assessments will be initiated by the jurisdictional agencies. Resource Advisors will be consulted prior to initiating any agency land rehabilitation work. ES and BAR will be the responsibility of the jurisdictional land agencies and funded according to the applicable agency policy.

**Preservation of Evidence:** All initial attack resources shall determine probable fire cause, whether human or natural. Cause determination must begin as soon as possible since evidence is easily destroyed. If the fire is suspected to be human caused, every effort will be made to protect the origin, regardless of jurisdictional responsibility.

The protecting agency will notify the jurisdictional agency as soon as possible if the fire may potentially be a trespass fire. It is the jurisdictional agency's responsibility to request an investigation. Either the protecting or jurisdictional agency may furnish a qualified Fire Investigator (INVF). INVF trainees will work with a fully qualified INVF until full qualifications have been accomplished. Agencies may pursue any costs related to fire suppression costs, resource damage, and area emergency resource rehabilitation.

In the case of a human caused wildfire that originates on BLM managed lands within the SDFO, a fully qualified INVF (Cause and Determination Specialist) and BLM Law Enforcement Officer will be requested. For human caused wildfires ignited on adjacent land ownership and severely affecting BLM lands, an INVF and federal law enforcement officer will coordinate with local investigators and law enforcement officers.

Specific agency references to use for guidance in cases of trespass fire on BLM lands in the SDFO are found in the NWCG Wildfire Cause and Determination Handbook, PMS 412-1 and the BLM Fire Trespass Handbook H-9238-1.

**Operational Resources:** SDWF agrees to provide the following resources pending availability.

- 1 Mobile Supply Cache
- 2 Type 2 IA Handcrews
- 2 Federally Certified Type I Blackhawk Helicopters with Bucket from the South Dakota National Guard (SDNG)
- 2 OAS Inspected Single Engine Air Tankers
- 2 OAS Certified KA90 Air Attack Platforms
- Type 3 and 4 Engines
- Type 6 Engines
- Dozer
- Department of Corrections Crews (DOC)
- Overhead

Reimbursement costs will be for delivery, return, and labor costs to refurbish and replace damaged or lost equipment. Upon written request, the SDWF may share facilities when determined mutually beneficial to both agencies.

The organization of BLM crews, fire equipment, air resources, and facilities, which are available for cooperative use, subject to BLM regulations, procedures, and availability are shown in the MCC Annual Operating Plan.

**Aviation Operations:** Aviation operations are governed by agency specific policies. Aircraft responding to fire suppression efforts will retain their own Agency's standards. Aircraft operating within the GPC area will be coordinated by GPC. Aircraft operating within Harding County, SD will be coordinated with MCC. Border fires or transfers will be coordinated between dispatch centers on a case by case basis.

SDWF will ensure that the Single Engine Air Tankers (SEATs) that are available for wildland fire assignments will be in compliance with the DOI On-Call SEAT Source List or able to obtain a letter of authorization (LOA) from DOI and that the pilot and aircraft are carded by the DOI, Office Aviation Services (OAS).

Aircraft services must be documented on an OAS-23E and submitted by the vendor to OAS via the Aviation Information Reporting Support (AIRS) application for payment. The contract number and DOI suppression order number must be on the OAS-23E.

Through USFS Region 2, SDWF will coordinate annual inspections of state contracted Single Engine Air Tankers and air attack platform by the DOI OAS. SDWF will coordinate annual inspections of the SDNG Black Hawk helicopters with USFS, Regional Helicopter Coordinator. A copy of the inspection approvals will be kept on file at GPC, MCC, and by each agency.

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

**Wildfire Suppression:** SDWF will represent all SD fire departments and/or SDWF contracted resources when there is a signed agreement between both parties. The terms of use on wildfires will be in accordance with the current South Dakota Department of Agriculture Wildland Fire Cooperative Agreement in effect between the SDWF and the fire department and/or SDWF Service Contract contracted resource.

The BLM will reimburse the SDWF for fire department resources used for initial attack on BLM lands in accordance with the established rates set forth in the current South Dakota Department of Agriculture Wildland Fire Division Mini Mobilization Guide.

The BLM will reimburse SDWF for costs incurred in suppressing wildfire on BLM lands protected by the SDWF.

**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 or dispatch incident log within the dispatching systems of both the protecting and supporting 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:

- Costs incurred for suppression and move-up and cover resources.
- Transportation, salary, benefits, and per-diem of individuals assigned to an incident.
- Additional support, such as dispatching services, requested through a resource order or other acceptable fire documentation.
- Cost of equipment in support of the incident. Included in equipment costs are contract equipment costs and operating cost for agency equipment.
- Operating supplies for equipment assigned to the incident, such as fuel, oil, and equipment repairs.
- Aircraft, airport fees, foam, and retardant costs.
- Agency-owned equipment and supplies lost or damaged, or expended by the supporting agency.
- Cost of reasonable and prudent supplies in support of an incident.
- Charges from the SDWF for state-controlled resources, such as resources from other state agencies, inmate crews, SDNG helicopters, etc.

**Cost Share Agreements & Methodologies:** A cost share agreement 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 the SDWF and BLM.

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 temporary support level functions or facilities established during periods of extraordinary fire activity, similar cost sharing procedures may be used by the involved agencies. Northern Rockies Geographic Area cost share methodology, decision documents, and templates can be found at: <https://gacc.nifc.gov/nrcc/nrcg/committees/business/toolbox/toolbox.htm> and are applicable to the portions of South Dakota that reside in the Northern Rockies Geographic Area. Otherwise the methodologies and cost share agreement template in Exhibit F of the South Dakota Master Cooperative Wildland Fire Management Agreement.

**Aviation:** The BLM will reimburse the SDWF for state aviation resources ordered through GPC when requested by BLM. Costs incurred for ground support personnel, SEAT base managers, and other personnel required to support the SEAT operation will be included in the cost for state aviation resources.

When one agency is requested to fly detection for the other agency's lands, reimbursement will be made by the benefiting agency for the actual aircraft costs and observer's salary of time spent flying the other agency's land.



**Procurement:** 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, including an incident within the direct protection area of the BLM, 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.

**Loaned Equipment:** 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, in compliance with Chapter 30 of the NWCG Standards for Interagency Incident Business Management and any applicable Geographic Area supplements to that chapter.

**Trespass and Litigation:** The jurisdictional agency of a human-caused wildfire's origin will be the lead agency on all fire trespass and litigation matters following that agency's policies. The lead jurisdictional agency will work with supporting agencies to collect costs (including supporting documentation) and distribute any collections that may be received.

**Prescribed Fires and Project Work:** Both agencies shall agree upon rates, amounts and billing and payment or other reimbursement procedures. The cooperating agency will 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; vehicle costs (mileage or hourly), regular hourly wages (operations personnel), per diem, and over-time wages (operations personnel), as documented on a crew time report (CTR).

Reimbursement procedures will be consistent with the Master Coop Agreement. Rates for contracted resources through SDWF will be consistent with those established in the current State of South Dakota, Department of Agriculture, Wildland Fire Division, Mini Mobilization Guide, which can be found on the SDWF website (<https://wildandfire.sd.gov>).

If a cooperator desires to provide resources to a requesting agency at no cost or reduced cost to the requesting agency, the sending agency must provide the requesting agency a letter of intent stating the limit of resources provided, the rate of reimbursement expected, and the reason for the deviation from the established rates. Reasons may be non-monetary benefits to the sending agency in the form of training, experience, public relations, etc. The letter of intent must be received and acknowledged by the requesting agency prior to the burn.

**Communication Systems:** Both agencies signing this AOP agree to share the use of their interagency fire suppression radio frequencies or talk groups per a memorandum of understanding (MOU). The FCC requires that individual MOU be developed and signed when an agency is using another agency's radio frequency for joint operations and mutual aid.

## **VII. BILLING PROCEDURES**

**(Refer to Exhibit D of the Master Coop Agreement–Reimbursable Billings and Payments)**

**BLM Suppression Billings:** BLM will submit separate bills, for each incident, to SDWF whenever South Dakota is the jurisdictional agency. Bills for fires that are later complexed, merged, or split may be submitted in the single bill for the complex.

**SDWF Suppression Billings:** SDWF will submit separate bills, for each incident, to the BLM whenever the BLM is the jurisdictional agency. Bills for fires that are later complexed, merged, or split may be submitted in the single bill for the complex.

Services rendered by SD fire departments to suppress wildland fires within the boundaries of the BLM lands will be billed to SDWF. Each SD fire department will itemize department members on a cost statement as the payment document for reimbursement in accordance with the South Dakota Department of Agriculture Wildland Fire Division Cooperative Agreement.

SDWF will send a Fire Suppression Cost Statement to the Montana/Dakotas BLM State Office (MSO) for reimbursement of costs. The MSO will certify that the billing is correct within 30 days and return the bill to the SDWF for payment. Payments to rural fire departments will be made by SDWF, and a final itemized bill will be developed by the SDWF and submitted to the MSO (along with a copy of the draft itemized bill approved by the MSO). State rates for personnel and equipment will be used for determining reimbursement costs, in compliance with the South Dakota Department of Agriculture Wildland Fire Division Cooperative Agreement and applicable Geographic Area supplements to Chapter 50 of the NWCG Standards for Interagency Incident Business Management.

Payments to rural departments will be in accordance with the current South Dakota Department of Agriculture Wildland Fire Division Cooperative Agreement between SDWF and rural fire departments. The rate of pay will be at the approved SDWF rate.

The salary and expenses of State personnel who remain on the state payroll shall be the actual cost to sending agency for work time from departure until return to official station, including overtime if it is earned under the laws and rules governing the employees of the sending agency.

Any state employee assigned to fire management duties outside this state under this agreement, shall be considered to be working within this state for purposes of compensation and other employee benefits under SDCL 62-4. Firefighters unqualified or not meeting physical fitness standards for the position they are filling will not be compensated for costs incurred or services provided.

**Billing Content:** A separate bill will be submitted for each fire by the BLM and SDWF, depending on jurisdictional responsibility. The following items will be included as a minimum for each bill, noting that a resource order is not always required or available for a bill to be valid. Provide as a minimum on each invoice/bill:

- Agency name, address, phone number, and agency financial contact
- Invoice or bill number
- Agreement number
- Incident name, year and number
- Location and jurisdictional unit
- Appropriate fire code or charge code
- Summary cost data for the amount being billed
- Copies of applicable cost share agreements.

**Expense Summary/Cost Report:**

Along with the invoice, a summary of actual expenses (summary cost report) will be generated by the agency financial system to display the invoiced charges. Aircraft detail reports will be included with the summary reports. A personnel listing and resource order numbers (if applicable) will also be included if not a part of the summary reports.

**Cost Source Documents:**

Cost source documents will not be required unless summary items are disputed or needed to fulfill audit requirements. If individual source documents are requested, each agency that is party to this agreement will agree that those source documents will be provided upon request. For litigated and FEMA incidents, additional cost source documentation may be required to validate costs or facilitate the identification of costs incurred during the FEMA declaration period. To establish confidence levels in interagency bills, a cooperator agency may request source documents for up to 25% of fires billed for the year.

**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 180 working 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 12 months, 360 working days, after control of a fire.

It is understood that federal and state agencies must wait for bills from other cooperative agencies to be paid before they can bill each other for reimbursable and cost shared fires, but all efforts will be made to ensure expedient billings under this AOP. 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.

**Fire Numbers:** Agencies will share their respective individual fire numbers for cross-referencing purposes.

**Severity:** Costs incurred on severity assignments will be billed individually to the ordering agency. Severity assignments are reimbursable under the Reciprocal Fire Protection Act.

**Unpaid Obligations Report:** Upon request, the BLM will submit a report to the SDWF summarizing unpaid obligations for the previous state fiscal year by June 1<sup>st</sup> of each year. Upon request, the SDWF will submit a report summarizing unpaid obligations to BLM for the previous federal fiscal year by September 1<sup>st</sup> of each year.

**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.

**Payments:** Payments will refer to the bill number and will be sent to the appropriate billing address.

**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.

**Billing for Escaped Prescribed Fires:** Wildfires 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 prescribed fire will reimburse other parties to this agreement for all suppression costs of supporting agencies. If the agencies conduct a cooperative prescribed fire, the responsibility for suppression costs, should an escape occur, shall be agreed upon and documented in the project plan.

**Fee Based Services:** Billings will be in accordance with separate written agreement or contract(s).

**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.

Agencies may bill one another for pre-suppression, prevention, prescribed fire and other fire management activities and administrative charges may be applied. Provisions described above pertaining to suppression billing procedures, addresses, 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.

**Stafford Act Billings:** Refer to Exhibit H of the Master Coop Agreement – Use of and Reimbursement for Shared Resources in Stafford Act Response Actions.

**Administrative Charges:** SDWF may charge the BLM an administrative charge for all fire suppression activities. This rate will be set by the indirect rate negotiated by SDWF for federal grants and contracts. If SDWF charges an administrative fee for a fire, the BLM may charge an appropriate administrative fee. Administrative charges will not exceed 20 percent. These charges must be verifiable and supporting documentation must be included with the bill.

All allowable agency expenses may be billed without invoking an administrative fee.

**Billing Addresses:** All bills for services provided to SDWF will be mailed to the following address for payment:

South Dakota Dept. of Agriculture  
Wildland Fire Division  
Attn: Fire Business Staff  
3305 West South Street  
Rapid City, SD 57702

All bills for services provided by SDWF to the BLM under this agreement will be mailed to the following address:

Montana/Dakotas BLM State Office  
Branch of Fire and Aviation  
Attn: State Fire Business Lead

1299 Rimtop Drive  
Billings, MT 59105

## VIII. GENERAL PROVISIONS

### Principal Contacts:

#### Bureau of Land Management

Chip Kimball, South Dakota Field Office – Field Office Manager

#### South Dakota Department of Agriculture Wildland Fire Division

Jay Esperance, Director

**Modification:** Modifications that are minor in nature will be reviewed annually and concurred to by both agencies; however, new signatures will not be required. Modifications that change the intent of this AOP will be distributed for Agency signature.

**Annual Review:** This AOP will be reviewed annually by May 1<sup>st</sup> and remain in effect until cancelled or superseded by an updated plan by mutual agreement of the agencies.

**Duration of Operating Plan:** This AOP is executed as of the date of last signatures and remains in effect unless modified or superseded.

If the current Master Coop Agreement is superseded by a new Agreement, this AOP 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 AOP.

**Authorized Representatives:** By signature below, all signatories to this AOP certify that the individuals listed in this document are authorized to act in their respective areas for matters related to this AOP.

## IX. REVIEW AND SIGNATURES

### United States Bureau of Land Management

Scott Haight

(Scott Haight, District Manager, Eastern Montana/Dakotas District Office)

Date: 5/11/2020

### South Dakota Department of Agriculture Wildland Fire Division

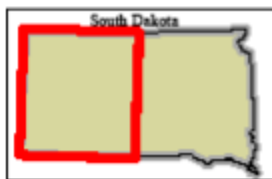
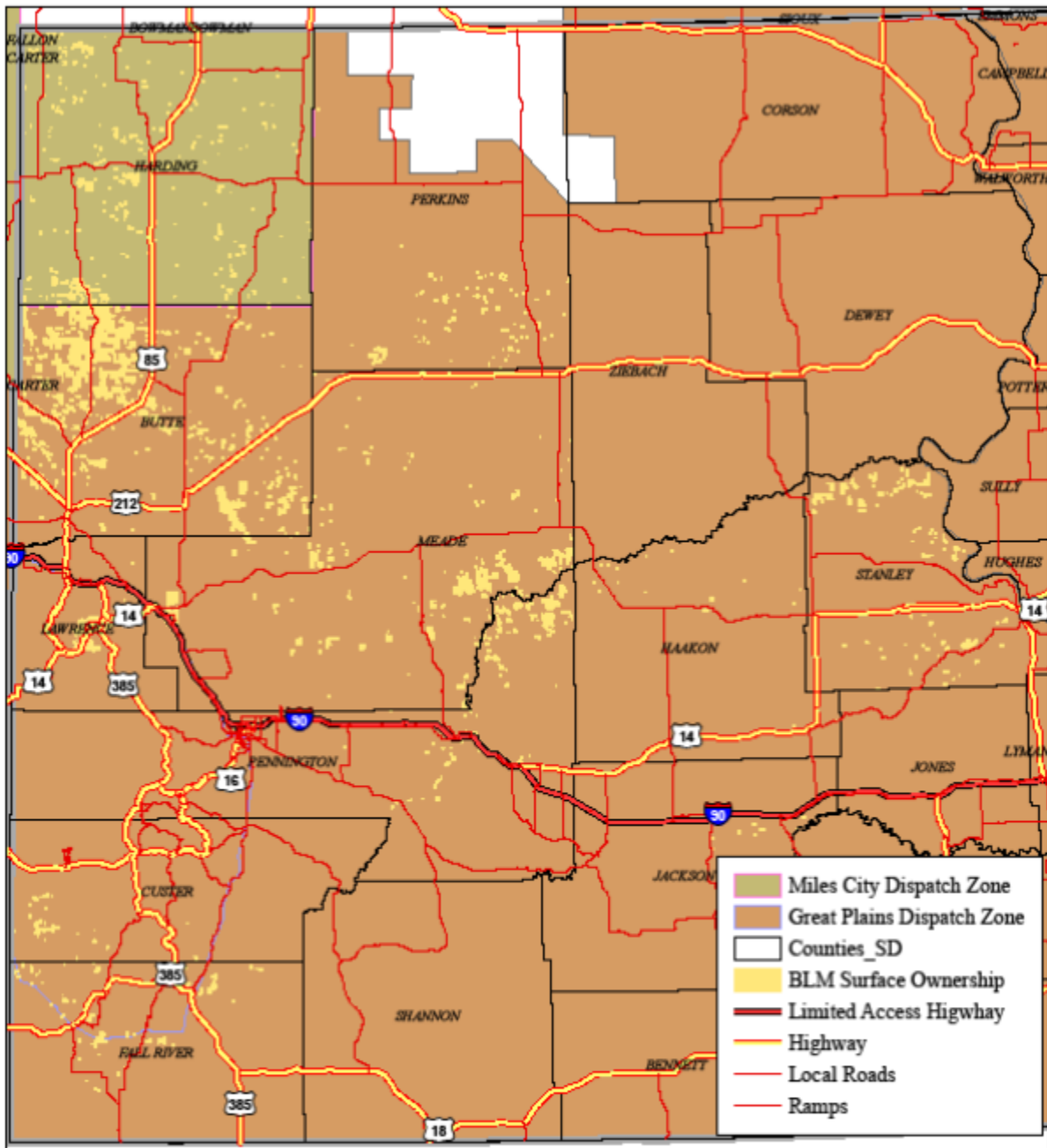
Jay T. Esperance

(Jay T. Esperance, Director)

Date: 5-5-2020

# APPENDIX A

## JURISDICTIONAL BOUNDARY MAP



Map generated by the South Dakota Field Office in February 2011  
 Montana Custom Albers (NAD 1983) Projection  
 This map is intended for display purposes. No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual or aggregate use with other data, or for purposes not intended by BLM. This map may not meet National Map Accuracy Standards. This product was developed through digital means and information may be updated without notification.



**Jurisdictional Boundary Map**  
 U.S. DEPARTMENT OF THE INTERIOR  
 Bureau of Land Management



South Dakota Field Office

## APPENDIX B

### BLM FIRE MANAGEMENT ADDENDUM

#### **Guidance for suppression strategies and tactics in sage-grouse habitat on BLM lands in the South Dakota Field Office.**

Conservation and protection of sage-grouse habitat is important to the overall goals of the Eastern Montana/Dakotas District. The management and conservation of sage-grouse habitat, as a priority, will be addressed in incident objectives and resource allocation. Although conservation and protection of sage-grouse habitat and sagebrush steppe is on the BLM's primary objectives, it should never supplant firefighter and public safety as our top priority.

BLM's goal is to: **Sustain or reestablish the integrity of the sagebrush biome to provide the amount, continuity, and quality of habitat that is necessary to maintain sustainable populations of sage-grouse and other sagebrush-dependent wildlife species.**

To accomplish this goal fires in Sagebrush Plant Communities will use strategies and tactics that are low impact and less aggressive. Suppression efforts should include:

- In Priority Habitat Management Areas (PHMA), prioritize aggressive suppression techniques immediately after life and property to conserve the habitat.
- In General Habitat Management Areas (GHMA), within 3 miles of leks, prioritize aggressive suppression techniques immediately after life and property to conserve the habitat.
- Assign a sage-grouse resource advisor to all extended attack fires in PHMA and GHMA. Order additional resource advisors if necessary.
- Take suppression actions outside sagebrush communities to contain a wildland fire before it enters the sagebrush community.
- Use of retardant and foaming/gel agents by aerial and ground resources to pre-treat a community edge for the advancing fire front if it can be done safely.
- Tying fingers into already established barriers (i.e. roads, rocky breaks, water sources, agricultural fields, etc.) rather than creating new containment barriers that may fragment the community.
- Use of heavy mechanized equipment in these community types is allowed to protect/prevent further fragmentation and disturbance.
- Utilize retardant and mechanized equipment to minimize burned acreage.
- Minimize burnout operations in key sage-grouse habitat areas by constructing direct fireline whenever safe and practical to do so.
- Minimize unnecessary cross-country vehicle travel during fire operations in PHMA.
- As safety allows, conduct mop-up where the black adjoins unburned islands, dog legs, or other habitat features to minimize sagebrush loss.
- Wash vehicles and heavy equipment for fires prior to arrival at a new location to avoid introduction of noxious weeds.
- Protect sagebrush along riparian zones, meadows, lakebeds, and farmlands that are adjacent to intact PHMAs.

# APPENDIX C

## PRIORITY AND GENERAL HABITAT MANAGEMENT AREAS

