

SUPPLEMENTAL FIRE PROJECT AGREEMENT

Between

UNITED STATES DEPARTMENT OF INTERIOR

BUREAU OF LAND MANAGEMENT – MONTANA STATE OFFICE
BUREAU OF LAND MANAGEMENT – WYOMING STATE OFFICE
INDIAN AFFAIRS, BUREAU OF – GREAT PLAINS REGION
NATIONAL PARK SERVICE – MIDWEST REGION
FISH AND WILDLIFE SERVICE – MOUNTAIN PRAIRIE REGION

SOUTH DAKOTA DEPARTMENT OF PUBLIC SAFETY
(WILDLAND FIRE DIVISION)

BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA
(NEBRASKA FOREST SERVICE)

NEBRASKA, MILITARY DEPARTMENT OF
(NEMA)

STATE LANDS AND INVESTMENTS, WYOMING OFFICE OF
(WYOMING STATE FORESTRY DIVISION)

USDA, FOREST SERVICE, REGION 2
NEBRASKA NATIONAL FOREST & GRASSLANDS

And The
USDA, FOREST SERVICE, REGION 2,
BLACK HILLS NATIONAL FOREST

This Supplemental Fire Project Agreement (Agreement) is hereby made and entered into by and between USDOJ Bureau of Land Management, USDOJ Indian Affairs, Bureau of; USDOJ National Park Service, USDOJ Fish and Wildlife Service, South Dakota Department of Public Safety (Wildland Fire Division), Board of Regents Of The University of Nebraska (Nebraska Forest Service), Nebraska, Military Department Of (NEMA), State Lands and investments, Wyoming Office of (Wyoming Forestry Division), USDA Forest Service Nebraska National Forest & Grasslands, hereinafter referred to as “the Cooperators,” and USDA, Forest Service, Black Hills National Forest hereinafter referred to as the U.S. Forest Service under the Reciprocal Fire Protection Act of May 27, 1955, (69 Stat. 66; 42 U.S.C. 1856a) and under the provisions of the Master Cooperative Wildland Fire Management and Stafford Act Response Agreement No. 16-FI-11020000-054, executed between the Parties.

Project Title: Great Plains Dispatch Center

I. BACKGROUND

As referenced above, the Parties (directly or through their respective agencies) entered into a Master Cooperative Wildland Fire Management and Stafford Act Response Agreement (Master Agreement). The Master Agreement allows for the Parties to cooperatively conduct projects or share resources for fire protection and prevention, which includes such activities as prescribed fire/fuels management, preparedness, fire analysis/planning, rehabilitation, training, public affairs, and other beneficial efforts in support of interagency fire management.

II. PURPOSE:

The purpose of this agreement is to document the parties’ contributions and cooperation regarding guidelines for the effective operation of the Great Plains Interagency Dispatch Center (GPC) and to outline the responsibilities of each party. This project is further described in the hereby incorporated Exhibits A, B, and C.

III. THE COOPERATORS SHALL:

- A. Perform in accordance with the terms of this Agreement and with Exhibits A, B, and C.

IV. THE U.S. FOREST SERVICE SHALL:

- A. Perform in accordance with the terms of this Agreement and with Exhibits A, B, and C.
- B. Be responsible for the payment of all bills associated with operation of the GPC.

V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this Agreement.

Principal Cooperator Contacts:

South Dakota Division of Wildland Fire Program Contact	Nebraska National Forest and Grasslands Program Contact
Jay Wickham State Wildland Fire Coordinator 3305 West South Street Rapid City, SD 57702 Telephone: (605) 393-8111 FAX: (605) 393-8044 Email: jay.wickham@state.sd.us	Brian Daunt Fire Management Officer 1801 Highway 18 Bypass Hot Springs, SD 57747 Telephone: (605) 890-2238 FAX: (605) 745-4179 Email: brian.daunt@usda.gov

State of Nebraska, ULN Nebraska Forest Service Program Contact	Nebraska Emergency Management Agency Program Contact
Matthew Holte Program Leader -Fire Management Officer 101B Forestry Hall East Campus 0815 Lincoln, NE 68583-0815 Telephone: (402) 472-6060 FAX: (402) 472-2964 Email: mholte2@unl.edu	Brent Curtis Operations Section Manager 2433 NW 24 th Street Lincoln, NE 68524 Telephone: (402) 805-0985 FAX: (402) 471-7433 Email: brent.curtis@nebraska.gov

Bureau of Indian Affairs Program Manager Contact	U.S. Fish & Wildlife Service Program Contact
Heath Estey Regional Fire Management Officer 114 Fourth Avenue S.E. Aberdeen, SD 57401 Telephone: (605) 226-7621 FAX: (605) 226-7358 Email: heath.estey@bia.gov	Colby Crawford Great Plains Zone FMO 39650 Sand Lake Drive Columbia, SD 57433 Telephone: (605) 885-6273 FAX: (605) 855-6333 Email: colby_crawford@fws.gov

National Park Service Program Manager Contact	Bureau of Land Management Montana-Dakotas Program Contact
Al Stover Assistant Fire Management Officer 26611 US Highway 385 Hot Springs, SD 57747-9430 (605) 745-1175 FAX: (605) 745-1162 Email: alan_stover@nps.gov	Travis Lipp Fire Management Specialist 309 Bonanza Street Belle Fourche, SD 57717-1698 Telephone: (605) 892-7013 FAX: (605) 892-7015 Email: tlipp@blm.gov

Bureau of Land Management Wyoming Program Contact	State of Wyoming, District #1 Office Program Contact
Craig Short High Plains District FMO 29787 Prospect Dr. Casper, WY 82604 (307) 261-7690 FAX: (307) 775-6317 Email: cshort@blm.gov	Dick Terry District Forester PO Box 639 Newcastle, WY 82701 Telephone: (307) 746-4261 FAX: 307-746-3411 Email: dick.terry@wyo.gov

Black Hills National Forest Contacts:

Program Manager Contact	Administrative Contact
Jason Virtue Fire Management Officer 1019 N. 5 th Street Custer, SD 57730 Telephone: (605) 673-9280 FAX: (605) 673-9350 Email: jason.virtue@usda.gov	Dave Graham Grants & Agreements Specialist 8221 Mt. Rushmore Road Rapid City, SD 57702 Telephone: (605) 716-2119 FAX: (605) 343-7134 Email: david.graham@usda.gov

Great Plains Dispatch Center Contact	Great Plains Dispatch Center Contact
Leith McAuley Dispatch Center Manger 8123 Mt. Rushmore Rd Rapid City, SD 57702 Telephone: (605) 399-3175 FAX: (800) 275-4955 Email: leith.mcauley@usda.gov	Megan Jaros Dispatch Assistant Center Manager 8123 Mt. Rushmore Rd Rapid City, SD 57702 Telephone: (605) 399-3171 FAX: (800) 275-4955 Email: megan.jaros@state.sd.us

B. SERVICES

1. The agencies agree to participate in the Great Plains Interagency Dispatch Center located at 8123 Mt. Rushmore Rd, Rapid City, South Dakota as the focal point for national and geographical area intelligence gathering, coordination and prioritization of resources for wildland fire emergencies.
2. Organization and Supervision: The attached organization chart (02/2023) represents the staffing for the Dispatch Center. This chart will be reviewed annually by the Board of Directors in consultation with the Center Manager. The Center Manager will be a Forest Service employee and operate under broad direction of the Board of Directors. The Center Manager is delegated full responsibility to adjust work schedules, approve leave and perform as the daily supervisor of all assigned cooperators employees, except for agency specific personnel rules and regulations that will be handled by the respective agency. Cooperators agree that all employees of the Center will be expected to adhere to the strictest code of work “conduct and ethics” embodied collectively by the respective agencies.
3. Annual Operating Plan: Cooperators agree that all daily Center supervision and operations will be directed by the Center Manager supported by the annual program of work approved by the full voting membership of the Board of Directors. This program of work including standard operating procedures will be outlined and documented in the “GPC Mob Guide” to be drafted by the Center Manager by April 15th of each year.

In the absence of an approved Annual Operating Plan the following standard operating procedures will be used. Only costs directly related to the operation of the dispatch center will be reimbursed. Employee overtime will be charged to a Project or Fire Code (not reimbursed) unless it is approved by the Board of Directors. Equipment purchases of less than \$500 will be approved by the Center Manager. Purchases of equipment greater than \$500 will be approved by the Board of Directors

4. Facility Management: The U.S. Forest Service will provide space for the Dispatch Center in a Federal government built and Federal government owned facility. The Dispatch Center is approximately 6,000 square feet. The U.S. Forest Service will provide utilities, custodial services, and maintenance for the facility.
5. The Forest Service will provide user profiles for any Non-Forest Service employees working in the Great Plains Interagency Dispatch Center. Should the Forest Service security policy change, the Forest Service reserves the right to implement the new policy after notifying the Non-Forest Service employees. The following terms and conditions will apply to the access of this equipment.
 - a) All Non-Forest Service personnel under this instrument who in their scope of work will need access to FS information resources will have their individual employee data entered into the Person Model.
 - b) The Center Manager will be responsible for entering the Non-Forest Service employee data into Person Model.
 - c) Computer equipment will be used for official purposes only.
 - d) Only authorized personnel will have access to and use of equipment.
 - e) Forest Service is responsible for instructing Non-Forest Service personnel on routine and special record keeping requirements.
 - f) The Forest Service will immediately revoke the Non-Forest Service personnel access to the Forest Service computer system if there is a breach of security by the Non-Forest Service personnel.
 - g) Provide maintenance and repairs.

Non-Forest Service personnel shall:

- a) Follow the attached guidelines (Exhibit A) for use and security of government equipment.
 - b) Review and sign the 2nd page of the Forest Service User Profile Request Form. Employee's signature indicates that the employee has read and understands the information regarding access, security and appropriate use, file and storage backups, viruses and hoaxes.
 - c) Reimburse the FS for damages to computer equipment caused by Non-Forest Service personnel.
6. Recording devices: All requests for radio and phone recordings shall be requested through the Dispatch Centers management in order for the Center Manager or their acting to make proper notification to the Board Chair and Union representative as needed.

C. FINANCIAL DISCLOSURES:

1. Workload Analysis and Cost Sharing: Each agency shall contribute their share of the total operating costs based on the percent identified on the Workload Analysis. Estimated percentages of contributions are preliminary based on past workload analyses, but will be revised in an Annual Operating Plan. This contribution may consist of one or a combination of the following: a cash payment or through work contribution of respective agency employees.

The Forest Service will be responsible for the payment of all bills associated with operation of the Center. Agencies contributing cash will transfer appropriate dollars based on the Agency Administrators agreed rates from May 11, 2011 to the Forest Service for documented costs based on bona fide Center operational activities.

Agencies with in-kind contributions that exceed their Workload Percentage will only count their in-kind contributions up to the amount which would be contributed based on the Workload Percentage. Contributions in excess of the Workload Percentage will be considered goodwill and not counted toward the reimbursable cost of the Dispatch Center. Only cash contributions for maintenance and utilities will be reimbursed by the other agencies.

D. BILLING PROCEDURES:

1. Transfer of Federal funds from the Bureau of Land Management, National Park Service, and the US Fish & Wildlife Service to the US Forest Service will be done by a separate Interagency Agreement/Intergovernmental Order initiated by the Cooperator that is transferring the funds to the US Forest Service.
2. Collection of funds from the State of Wyoming by the US Forest Service will be done through a separate collection agreement initiated by the US Forest Service.
3. Collection of funds from the Nebraska Emergency Management Agency by the US Forest Service will be done through a separate collection agreement initiated by the US Forest Service.
4. Collection of funds from the South Dakota Wildland Division, will be done through a separate collection agreement initiated by the US Forest Service.
5. This agreement is a non-fund obligating document for the Bureau of Indian Affairs. The BIA meets their percentage based on their In-kind Contributions.

E. LIABILITY. As set forth under the provisions of the Master Agreement.

F. In the event of a conflict between the provisions of this Agreement and the Master Agreement, the Master Agreement shall take precedence.

- G. PURCHASE OF ASSETS. Any assets (such as equipment, property, or improvements) purchased by the U.S. Forest Service with the Cooperator's contributions shall become the property of the Federal Agency, unless otherwise documented via separate authority and instrument.
- H. PROPERTY IMPROVEMENTS. Improvements placed on federal land at the direction, or with the approval of, the U.S. Forest Service becomes property of the United States. These improvements are subject to the same regulations and administration of the U.S. Forest Service as would other agency improvements. No part of this Agreement entitles the Cooperator to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service Regulations.
- I. PARTICIPATION IN SIMILAR ACTIVITIES. This Agreement in no way restricts the Parties from participating in similar activities with other public or private agencies, organizations, and individuals.
- J. ENDORSEMENT. Either Party's contributions made under this Agreement do not by direct reference or implication convey endorsement of each other's products or activities.
- K. ALTERNATE DISPUTE RESOLUTION. In the event of any issue of controversy under this Agreement, the Parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to, conciliation, facilitation, mediation, and fact finding.
- L. MODIFICATION. Modifications within the scope of this Agreement must be made by mutual consent of the Parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 60 days prior to implementation of the requested change. Neither Party is obligated to fund any changes not properly approved in advance.
- M. TERMINATION. Either Party, in writing, may terminate this Agreement in whole, or in part, at any time before the date of expiration. Neither Party shall incur any new obligations for the terminated portion of this Agreement after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each Party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.
- N. COMMENCEMENT/EXPIRATION DATE. This Agreement is executed as of the date of last signature and is effective through February 28, 2028 at which time it will expire unless extended. If the referenced Master Agreement is superseded by a new Master Agreement, this project agreement may remain in effect to the extent that it does not conflict with the provisions of the new Master Agreement, but only until such time that the project can be completed or modified to be incorporated within the terms of the new Master Agreement.

**USDI-BUREAU OF LAND MANAGEMENT
WYOMING STATE OFFICE**

**KEVIN
CHRISTENSEN**

Digitally signed by KEVIN
CHRISTENSEN
Date: 2023.03.16 10:21:59 -06'00'

KEVIN CHRISTENSEN DATE

BLM Wyoming High Plains District Manager

**USDA FOREST SERVICE, REGION 2
NEBRASKA NATIONAL FOREST**

**USDA FOREST SERVICE, REGION 2
BLACK HILLS NATIONAL FOREST**

JACK ISAACS DATE
Forest Supervisor

BRYAN KARCHUT DATE
Acting Forest Supervisor

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

DAVID GRAHAM Digitally signed by DAVID GRAHAM
Date: 2023.02.23 14:46:14 -07'00'

DAVID GRAHAM Date
U.S. Forest Service Grants Specialist

**USDI-BUREAU OF LAND MANAGEMENT
WYOMING STATE OFFICE**

KEVIN CHRISTENSEN DATE
BLM Wyoming High Plains District Manager

**USDA FOREST SERVICE, REGION 2
NEBRASKA NATIONAL FOREST**

**USDA FOREST SERVICE, REGION 2
BLACK HILLS NATIONAL FOREST**

JACK ISAACS Digitally signed by JACK ISAACS
Date: 2023.02.24 09:51:19
-07'00'

TONI STRAUSS Digitally signed by TONI STRAUSS
Date: 2023.04.21 08:35:47 -06'00'

JACK ISAACS DATE
Forest Supervisor

BRYAN KARCHUT DATE
Acting Forest Supervisor

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

DAVID GRAHAM Digitally signed by DAVID GRAHAM
Date: 2023.02.23 14:46:14 -07'00'

DAVID GRAHAM Date
U.S. Forest Service Grants Specialist

Exhibit A

USE AND SECURITY OF GOVERNMENT COMPUTERS

Computer security and proper use of government computers are part of this agreement. Individuals may be held personally liable for problems that arise if security policies and other sound security practices are not followed.

The following guidelines shall be adhered to:

If Something Goes Wrong:

- Promptly report all security incidents to the ***technical contact*** for this agreement. (For example: unauthorized disclosure of information; computer viruses; theft of equipment, software, or information; deliberate alteration or destruction of data or equipment.)

Physical Security:

- Protect computer equipment from hazards such as liquids, food, smoke, staples, and paper clips.
- Protect computer equipment from theft. Laptops and notebooks are particularly vulnerable; do not leave them unattended unless they are locked down or otherwise secured.
- Do not move or exchange computer equipment without authorization from the Information Resources Staff.
- Maintain computers in a locked and secure space.

Passwords:

- Do not share passwords. You are accountable for what is done using them.
- Do not record passwords where they are visible to others.

File Storage and Backups:

- Store data and documents within the corporate filing system, where they will be backed up routinely. The contents of your PC or laptop are not backed up and could be lost easily.

Access Control:

- Sign off or activate a locking screensaver any time you leave your computer.
- Pick up hardcopy printouts promptly, especially if they contain any sensitive material.
- Do not disclose FS information to unauthorized individuals. This includes giving them direct access or e-mailing them materials.
- Do not disclose information about FS computer systems or procedures to unauthorized individuals. This includes telephone numbers or procedures that permit system access from a remote location.

- Identify to your supervisor or the technical contact all sensitive applications or data that you have on the computer, so that appropriate security measures can be implemented.

Appropriate Use:

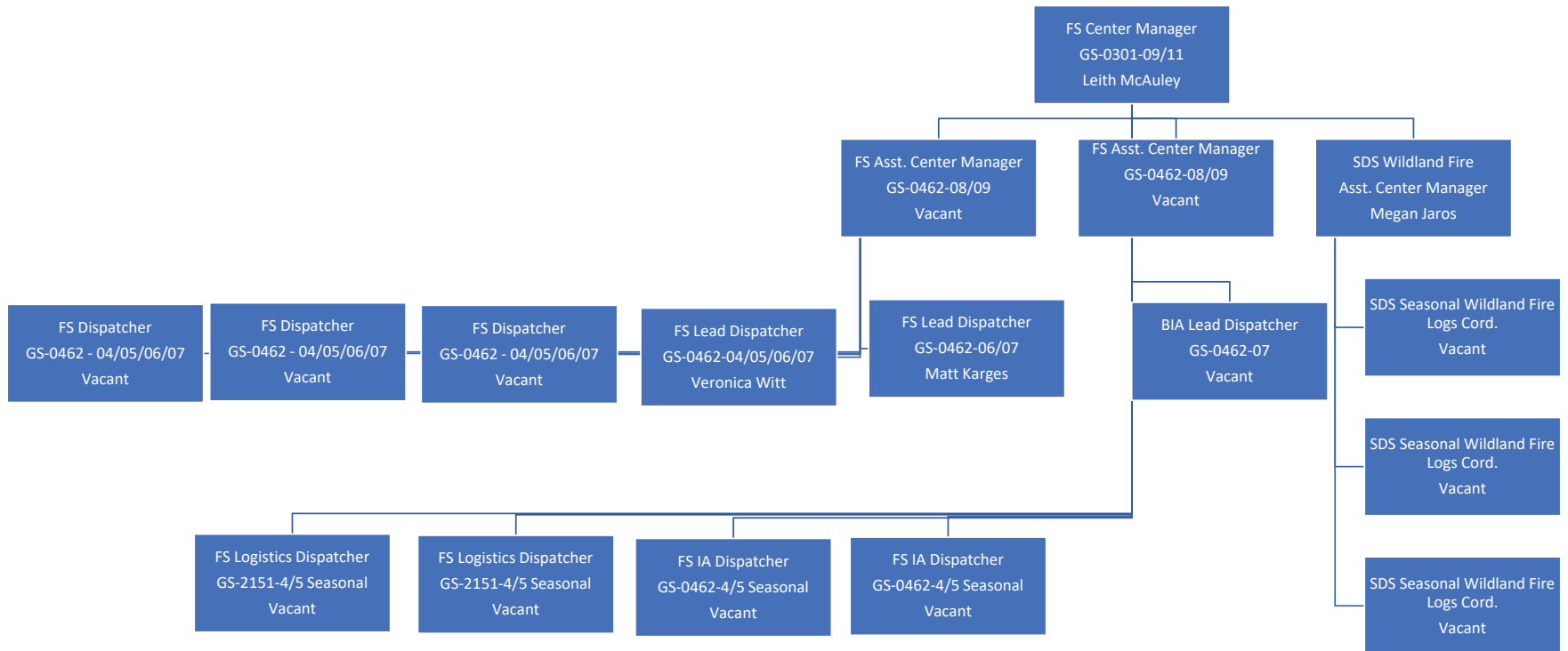
- Direct questions about appropriate use to the principal contact for this agreement.
- Government equipment (such as hardware, software, and network connections) is to be used for government work only.
- Follow all copyright, licensing, and acquisition laws and regulations for anything placed on the computer.
- Do not install or use personal software.
- Get authorization for any software you install or use.
- Do not poke around in stuff not required to do your job or try to "hack" the system.
- Do not access files related to celebrities or to people or matters in which you have a personal or financial interest.
- If you are asked to access sensitive, private, or normally unauthorized information, verify that the request is authorized by a manager or by the person whose information it is.
- Use your assigned user IDs for the purpose for which they are intended, which is based on what you do in your job.

Viruses and Hoaxes:

- Always follow safe computing guidelines.
- Check out virus alerts with the principal contact for this agreement. Many such alerts are hoaxes or require additional instructions related to our corporate set-up. Do not forward the alerts to fellow employees; the local security personnel will do that if the alert is real.

Exhibit B

Great Plains Dispatch Center Org Chart (02/22/2023)



Great Plains Interagency Dispatch Center Center Manager Delegation of Authority

The Agency Administrators within the Great Plains Zone and through the Annual Operating Plan have delegated the authority and responsibility to manage fire operations to individual agency representatives on the Great Plains Interagency Center Board of Directors. This Delegation of Authority provides Leith McAuley, Dispatch Center Manager, with direction from the Board of Directors to manage and operate Great Plains Interagency Dispatch Center according to the following authorities:

1. Provide supervision, leadership direction, priority setting and oversight to manage interagency dispatch center personnel in an effective and safe manner to complete daily operations and functions to include: Initial Attack, Extended Attack, Logistics Support, Aviation Coordination and Expanded Dispatch.
2. Ensure agency coordinators/dispatch supervisors provide appropriate supervision/guidance to the dispatch function and are available and professionally communicating with dispatch personnel as necessary to provide efficient operations.
3. Maintain a safe and professional workplace environment that follows the strictest code of work ethics and conduct embodied collectively by the respective agencies. These conducts and ethics will be anchored to the leadership values of duty, respect, and integrity. In addition, an environment of mutual respect and positive work environment will be expected of all center employees. Provides a workplace free of discrimination and harassment based on gender, age, race, or national origin.
4. Implement policies to ensure operations are conducted according to agency specific standards and guidelines; contradictions or incompatibilities in policy will be brought to the attention of the Zone Board of Directors agency representatives.
5. Ensure interagency fire and aviation dispatch policies are understood, followed, and coordinated within the center.
6. Ensure dispatch operations and staffing are managed to support the mission of center as an interagency service organization that:
 - Provides support to incident management for fire and non-fire activities
 - Provides dispatching services for safe, efficient, and effective initial attack, extended attack, logistics support, and aviation coordination to the cooperating agencies

- Exemplifies the highest standards of professionalism and provides excellent customer service
7. Implement actions and provides direction to ensure effective communication processes, working relationships, and teamwork among all dispatch personnel. Attempts to establish positive and objective relationships with all units and agencies served by the interagency dispatch center
 8. Evaluate interagency employees and consult with Agency “supervisors of record” for periodic performance evaluations as required.
 9. New and unusual issues, problems or activities involving the interagency Dispatch Center will be communicated with the Zone Board of Directors for discussion, help, problem resolution and decisions.
 10. Recommend employee development plans and training for personnel employed within the Interagency Dispatch Center.
 11. The Interagency Center Manager shall ensure that in their absence that the acting Interagency Center Manager(s) are aware and follows the principles, authorities, and direction in this DOA.
 12. The Dispatch Center Manager shall ensure in their absence the acting Center Manager is aware of and follows the specific principles, authorities, and direction in this current, signed DOA. All items may be delegated by the Center Manager to the Assistant Center Manager(s) or to an acting Center Manager during both short and long-term absences of the Center Manager. In absence of the Center Manager, the following order of succession is identified as:
 - Megan Jaros, Assistant Center Manager
 - Vacant, Assistant Center Manager

This delegation shall be reviewed annually by the Board of Directors and Interagency Center Manager, amended as necessary, and re-signed annually.

JASON VIRTUE Digitally signed by JASON VIRTUE
Date: 2023.02.22 15:51:53 -07'00'

GPC Board of Directors Chair

02/22/2023

Date

LEITH MCAULEY Digitally signed by LEITH
MCAULEY
Date: 2023.02.22 15:03:51 -07'00'

GPC Interagency Dispatch Center Manager

02/22/2023

Date