

***MINI FIRE
MOBILIZATION
2010 PLAN***



Prepared: March 31, 2010
Date

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<http://slf-web.state.wy.us/forestry/adobe/miniplan.pdf>

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INTERAGENCY COOPERATIVE FIRE MANAGEMENT AGREEMENT

Among

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT, WYOMING, Agreement Number KAA020003

NATIONAL PARK SERVICE, INTERMOUNTAIN REGION
Agreement Number H1249070030

BUREAU OF INDIAN AFFAIRS, ROCKY MOUNTAIN REGION
Agreement Number AG7C5000699

FISH AND WILDLIFE SERVICE, MOUNTAIN PRAIRIE REGION
Agreement Number 14-48-60139-07-K001

UNITED STATES DEPARTMENT OF AGRICULTURE, FOREST SERVICE
ROCKY MOUNTAIN and INTERMOUNTAIN REGIONS
Rocky Mountain Region Agreement Number 07-FI-11020000-018
Intermountain Region Agreement Number 07-FI-11046000-017

and

THE STATE OF WYOMING, STATE BOARD OF LAND COMMISSIONERS
OFFICE OF STATE LANDS AND INVESTMENTS
WYOMING STATE FORESTRY DIVISION

IN ACCORDANCE WITH
Acts of Congress

June 30, 1932, (31 U.S.C. 1535), Economy Act
June 28, 1934, (43 U.S.C. 315a), Taylor Grazing Act
April 24, 1950, (16 U.S.C. Section 572), Granger-Thye Act
May 27, 1955, (42 U.S.C. 1856), Reciprocal Fire Protection Act
August 18, 1970, (16 U.S.C. 1b-1), National Park System General Authorities Act
October 30, 2000, (42 U.S.C. 5121 as amended) Disaster Relief/Emergency Assistance Act
December 12, 1975, (16 U.S.C. 565 a-1), Cooperative Funds and Deposits Act
October 21, 1976, (43 U.S.C. 1701), Federal Land Policy and Management Act
June 30, 1914 (16 U.S.C. 498) Cooperative Funds Act
National Interagency Agreement for Fire Management, 02-IA-11132543-21
Department of the Interior and Related Agencies Appropriations Act, 1999, as included in Public Law 105-277, Sec. 101(e)
Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 USC 5121 *et seq*)
Wyden Amendment, P.L. 105-277, Section 323 as amended by P.L. 109-54, Section 434
Homeland Security Act of 2002 (H.R. 5005-8)
Homeland Security Presidential Directive-5 (HSPD-5)

Wyoming Revised Statutes

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

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PURPOSE

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

The State of Wyoming, State Board of Land Commissioners, Office of State Lands and Investments, Wyoming State Forestry Division, hereinafter called the State; and

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

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

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

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

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

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

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

Words and phrases used herein may have different meanings or interpretations for different readers. In order to establish a common understanding, words and phrases as used herein are defined in a Glossary attached as EXHIBIT A.

RECITALS

Whereas: State, Private, and Federal lands of the respective Agencies and Counties are intermingled or adjacent in some areas of Wyoming, and wildland fires on these intermingled or adjacent lands may present a threat to the lands owned, administered, or controlled by one or more of the Agencies and Counties;

Whereas: The Federal Agencies maintain fire protection organizations for protection of Federal lands within the United States, and the State provides for organized fire protection on State lands and provides technical fire assistance and coordination for County and privately owned lands;

Whereas: The Counties have fire management responsibilities and provide fire management services on state and privately owned lands;

Whereas: It is to the mutual advantage of the State, Counties, and the Federal Agencies to coordinate efforts for the prevention, readiness, detection, fuels management, vegetative management, preparedness, prescribed fire, and suppression of wildland fires in and adjacent to their areas of responsibility, to avoid duplication, and to improve efficiency and effectiveness;

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

Whereas: It is the intent of the parties hereto that Federal resources be available to assist in the suppression of wildland fires and other fire management activities, including prescribed fire, on all State, County, and private lands;

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

INTERAGENCY COOPERATION AND COORDINATION

- 1. State/County Relationship:** The State will act as the coordinator for Wyoming County and/or local fire service entities for the purposes of coordinated fire management services within and beyond the boundaries of the State of Wyoming. To facilitate the purpose and intent of this Agreement, all references to “County” or “Counties” refers only to those “County or Counties” who have established written and executed cooperative fire agreements with the State of Wyoming and who meet the terms and conditions of those agreements.
- 2. Zone Coordinating Groups:** The Zone Interagency Dispatch Center Coordinating Groups will provide the primary coordination for interagency wildland fire activities within their respective areas of influence. These groups will utilize committees and working groups as necessary to develop guidelines and procedures for coordination of fire management and fire suppression activities.
- 3. Rocky Mountain Coordinating Group (RMCG):** The Agencies shall cooperatively establish and maintain the Rocky Mountain Coordinating Group, consisting of the Agency Administrators or their designated representatives to oversee the terms of this Agreement and to provide general oversight for interagency wildland fire management activities in Wyoming.
- 4. Joint Projects and Local Agreements:** The State, Counties, or any of the Federal Agencies may jointly conduct mutual interest projects, within their authority, to maintain or improve the fire management capability of the Agencies or Counties. These projects may be in such activities as suppression, preparedness, Fire Use for Resource Benefits, land rehabilitation, fuel management, vegetative management, prescribed fire, training, prevention, public affairs, wildland/urban interface fire coordination and other beneficial efforts. Such projects will be documented in annual operating plans, local agreements, or other appropriate written documents. Documentation will include the

objectives, role of each agency, and each Agency's or County's share of costs. Interagency prescribed burning projects will comply with NWCG standards.

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

5. **Incident Command System:** The Agencies will operate under the concepts of the National Incident Management System (NIMS) and its Incident Command System (ICS) as appropriate for providing qualified resources and for the management of incidents encompassed under the terms of this agreement. Qualifications for local resources utilized for local fire management will meet local standards. In order for Counties/rural fire departments to be available to assist in the management of wildfires on all Federal lands within Wyoming, and on other lands on which the Federal Agencies/State of Wyoming provide fire management support, including other States, strong emphasis is placed upon the goal of meeting the NIMS Wildland and Prescribed Fire Qualification System (National Wildfire Coordinating Group 310-1 qualifications). This goal is also applicable to local initial attack operations and mutual aid.

6. **Interagency Dispatch Centers:** The Agencies and Counties agree to maintain, support, encourage, and participate in zone Interagency Dispatch Centers. The centers are to be under the direction of local zone coordinating groups to foster cooperation, avoid wasteful duplication and facilitate maximum efficiency in wildland fire management programs. Agencies and Counties agree to use the appropriate geographic area coordination center as the center for national and statewide intelligence gathering, coordination and prioritization of resources for wildland fire emergencies. Staffing, funding, and level of participation will be agreed to and documented in each respective zone mob guide or annual operating plans. The appropriate zone mobilization guide will be the primary document to identify approved policy, procedures, and organizations. The five Zone Interagency Dispatch Centers are Cody, Casper, Rawlins, Great Plains, and Teton.

7. **Multi-Agency Coordinating (MAC) Groups:** During periods when fire activity is significant enough to require prioritization of fires in order to allocate critical or scarce resources, MAC groups will be established to accomplish that priority setting. Three levels of MAC groups may be assembled as appropriate in a national, geographic and zone setting.

8. **Annual Operating Plans:** Annual Operating Plans will be developed at the County level and the applicable federal fire planning unit and will become a part of this agreement. Subjects identified in the Operating Plan Outline Guide attached hereto as EXHIBIT B will be addressed, if applicable, and displayed in that format.

County Operating Plans will outline the details of implementing this Interagency Cooperative Fire Management Agreement. Unit Administrators will normally have the responsibility for developing and approving Operating Plans and will submit them to their respective Agency or County Administrator. A portion of the agreed requirements

under this section will be met with the annual development and approval of appropriate geographic area mobilization guides.

9. **Fire Prevention Policies:** Unit Administrators will assure that fire prevention goals, objectives, and activities are planned at local and Statewide levels. Specific fire prevention plans should be developed by local interagency fire management personnel. Agencies and Counties may pool resources and share costs of wildfire prevention activities. Fire restrictions and closures will be issued and lifted on a coordinated, interagency basis whenever practical as described in the Wyoming Interagency Fire Restriction Plan and appropriate zone mobilization guide.

10. **Prescribed Fire and Fuels Management:** The Agencies and Counties agree to cooperate and communicate in the development and implementation of prescribed burning and mechanical fuels reduction programs and projects through the Wyoming Fire Action Team. This Agreement authorizes the exchange of funds and resources for prescribed fire projects.

Wildland fires resulting from escaped prescribed fires ignited by a party to this Agreement on lands it manages, shall be the responsibility of that party. The party responsible for the prescribed fire will reimburse other parties to this Agreement for all suppression costs of supporting agencies and counties.

Escaped prescribed fires ignited by individual(s) not party to this agreement will be considered as wildland fires under the terms and conditions of the Annual Operating Plans.

If parties to this Agreement conduct a cooperative prescribed fire, details covering cost sharing, reimbursement, and responsibility for suppression costs, should it escape, shall be agreed upon and documented in the burn or project plan.

If parties to this Agreement conduct a cooperative mechanical fuels reduction project, details covering cost sharing, reimbursement, and responsibilities shall be agreed upon and documented in the project plan.

11. **Wildland Fire Use:** Suppression action wildfires resulting from wildland fire use incidents that were managed at the direction of or under the supervision of the Agencies to this Agreement shall be the responsibility of the Jurisdictional Agency. Unless otherwise agreed upon, all suppression costs are the responsibility of the Jurisdictional Agency and shall be agreed upon and documented in the project plan.

12. **Licensing:** Drivers and equipment operators will hold appropriate operating licenses to meet their respective Agency, State, and Federal regulations. Individuals meeting their respective Agencies or Counties regulations are entitled to drive or operate other agencies or counties vehicles or equipment. Drivers and operators will not be exempt from the U.S. Department of Transportation requirements including commercial drivers licensing.

13. **Training:** The Agencies and Counties will cooperate in wildland fire, prescribed fire, and aviation training, including training scheduling, course development, course presentation, and selection of trainees. Local cooperators will be included in this cooperative approach.

14. **Communication Systems:** The Agencies and Counties may mutually agree to allow one another the use of communications systems such as radio frequencies, computer system access, data transmission lines, and communication sites when there is a mutual benefit to the parties. Such agreement shall be approved only by authorized personnel for each Agency or County and will be documented in the Annual Operating Plans.

15. **Remote Automatic Weather Stations (RAWS):** The Agencies will cooperate in the gathering, processing, and use of fire weather data, including the purchase and maintenance of compatible sensing systems and joint use of computer software. The Agencies will jointly evaluate and agree to any deletions or additions to the system.

16. **Aviation Operations:**

- a. General: The Agencies agree to cooperate in use of aviation resources to foster safe, effective and efficient use of aircraft and personnel. All aviation activities shall be conducted in accordance with each Agency's aviation rules, policies and directives, and Aviation Operation Plans.
- b. Interagency Aviation Operations: Interagency funding, staffing, and utilization of helicopter programs, airtanker bases, smokejumpers, and fixed-wing operations will be pursued when an interagency approach is appropriate and cost effective. Inventories of and/or procedures for aviation operations will be provided in the appropriate mobilization guides.
- c. Pilot and Aircraft Approvals: Federal policy requires Federal and State pilots and aircraft to be inspected and approved by carding or letter of certification by the USDA-Forest Service (USDA-FS) or the USDI-Aviation Management Directorate (USDI-AMD) for Federal agency missions or transport of Federal employees.
- d. Contract/Rental Vendors: Federal policy requires that pilots and aircraft be inspected and carded, either by the USDA-FS or by the USDI-AMD, or Department of Transportation Federal Aviation Administration, as required. This inspection/carding process may be done jointly by the Federal agencies, or by one Federal agency acting in the lead role. Upon request, State of Wyoming staff may participate in USDI-AMD and/or USDA-FS inspection and carding of vendors located within the State of Wyoming.
- e. National Guard Aircraft: National Guard pilots and aircraft will be issued an annual letter of certification and approval by the Forest Service Regional Helicopter Operation Specialist. VHF-AM and VHF-FM radios will be installed in all helicopters to allow necessary communication with all other

resources assigned to the incident. Annual interagency training will be provided by Regional/State Aviation Technical Specialists, Helicopter Operation Specialists, Incident Air Operations personnel and experienced Fire Suppression Specialists. Training will include aviation policy, incident air operations, organization, coordination, communication, dispatching procedures, fire tactics/behavior and water bucket techniques. All orders for Wyoming National Guard aircraft for federal jurisdiction fires will be placed with the appropriate Zone Dispatch Center. Wyoming State Forestry Division will activate the Wyoming National Guard resources through the Wyoming Office of Homeland Security (OHS). The Wyoming State Forestry Division may request activation of Wyoming National Guard resources for state and private land fires within Wyoming with follow-up notification to the appropriate zone dispatch center and RMACC. Commercial resources must be evaluated for reasonable availability prior to National Guard activation.

PROTECTION RESPONSIBILITIES

17. **Protection Areas and Boundaries:** Annually, the Agencies will work with the Counties to agree upon wildland fire protection responsibilities for lands within their respective jurisdictions. This will normally be accomplished at the local level. Protection areas and boundaries will be established, mapped and/or described, and made a part of the Annual Operating Plans.

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

Within such zones an Assisting Agency will take initial attack action in support of the Protecting Agency. Under no circumstances will Assisting Agencies be required to deplete local resources in order to honor a mutual aid request. The Protecting Agency will not be required to reimburse the Assisting Agency for costs incurred following the initial dispatch of any ground resources to the fire for the duration of the mutual aid period. The mutual aid period, not to exceed 24 hours, will be documented in the Annual Operating Plans.

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

19. **Reimbursable (Cooperative) Fire Protection:** The Protecting Agency may request fire suppression resources of others for its protection work, including prescribed fire projects. Except as described in clause 17, such resources are to be paid for by the Protecting Agency.

20. **Exchange (Offset) Fire Protection:** Agencies and Counties may exchange responsibility for fire protection for lands under their jurisdiction. The rate of exchange will be based upon comparable cost, acreage involved, complexity, and other factors as may be appropriate and mutually agreed to by the parties. Exchange zones and responsibilities shall be documented in the Annual Operating Plans.

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

FIRE SUPPRESSION

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

23. **Shared Resources:** Interagency funding, staffing, and utilization of aircraft, engines, crews, or fire facilities will be pursued wherever an interagency approach is appropriate and cost effective. Staffing and funding will be commensurate with each Agency's or County's use of the resources and will be agreed to and included in the Annual Operating Plans.

24. **Fire Notifications:** Each Agency or County will promptly notify the appropriate Protecting Agency of fires burning on or threatening lands for which that Agency or County has protection responsibility.

25. **Boundary Fires:** A fire burning on, or adjacent to, a known or questionable protection boundary will be the initial attack responsibility of the Protecting Agencies or Counties on either side of the boundary. The initial attack Incident Commanders of the involved Agencies or Counties shall establish unified command and mutually agree upon fire suppression objectives, strategy, and the commitment and funding of agency or county suppression resources. When a fire burns on both sides of a protection boundary, beyond the mutual aid period, a cost share agreement shall be prepared and approved by the Unit Administrator or their designee for all actions.

26. **Protection Priorities:** The protection of human life is the single, overriding suppression priority. Setting priorities among protecting human communities and community infrastructure, other property and improvements, and natural and cultural resources will be done based on the values to be protected, human health and safety, and the costs of protection. Once people have been committed to an incident, these human resources become the highest value to be protected.

27. **Wildland Urban Interface Protection:** The operational role of federal and State agencies as partners in the wildland urban interface is wildland firefighting, hazard fuels reduction, cooperative prevention and education, and technical assistance. Structural fire suppression is the responsibility of tribal or local governments. State and federal agencies may assist with exterior structural protection activities under written formal Fire Protection Agreements that specify the mutual responsibilities of the partners, including funding. (Some State and federal agencies have full structural protection authority for their facilities on lands they administer and may also enter into formal agreements to assist local governments with full structural protection.)

28. **Suppression of Fires on Lands Under Direct Protection of Another Agency:** Any participating Agency or County may, upon its own initiative and with appropriate notification and coordination, attack wildland fires on lands which are under the direct protection of another Agency or County. None of the parties to this agreement shall perform any fire suppression action which is contrary to limitations found in the appropriate Annual Operating Plans. The Protecting Agency will assume command of all fire suppression action when a qualified incident commander of that Agency or County arrives at the fire.

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

The Special Management Considerations, for example Wildland Fire Use for Resource Benefits, shall be addressed in a section of Annual Operating Plans and will identify procedures and criteria for unit administrators of the Agencies and Counties to communicate land management considerations to Incident Commanders.

Areas that are identified in federal agency fire management plans as Wildland Fire Use for Resource Benefits or areas that are scheduled for prescribed fire, including Maximum Manageable Areas (MMA's), that include State land, must abide by the Rules and Regulations Board of Land Commissioners, Chapter 27, Prescribed Burns.

Restrictions in firefighting tactical techniques, such as use of heavy mechanized equipment in special management areas (e.g., wilderness areas, Wild and Scenic Rivers, roadless areas, and threatened and endangered species habitat) will be delineated on protection unit maps or otherwise identified by the Jurisdictional Agency in Annual Operating Plans. In areas of intermingled jurisdiction, such considerations will include protection priorities of adjacent agencies.

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

30. **Wildland Fire Situation Analysis (WFSA):** The Federal Agencies' policies require that a WFSA be completed for all fires on Federal land which escape initial suppression action. This procedure requires Federal Agency unit administrator participation. When fires occur on State-protected Federal lands, the responsible unit administrator will actively involve the State in this process. Operating Plans will contain procedures for development and unit administrator approval of the WFSA. Responsibility for strategy and tactical implementation shall rest with the Incident Commander.

31. **Determination of Cause and Preservation of Evidence:** As initial action is taken on a fire, the initial attack forces, regardless of whether they are the Jurisdictional Agency, Protecting Agency, or Assisting Agency, will immediately gather and preserve information and evidence pertaining to the origin and cause of the fire. Agencies and

Counties shall render mutual assistance in investigation and law enforcement activities and in court prosecutions to the fullest extent possible. Each Agency and County shall be responsible for fire-related law enforcement activities on wildland fires that originate on their respective lands. To the extent permitted by Federal and State law, the Protecting Agency will provide investigation files relative to the fire to the Jurisdictional Agency for legal action and/or prosecution.

32. **Fire Reports:** In incidents where the Protecting or Assisting Agency is not the Jurisdictional Agency, the Protecting or Assisting Agency will furnish a copy of their fire report to the Jurisdictional Agency within 15 days after the fire is declared out.

33. **After Action Review:** To benefit from lessons learned on fire incidents falling under the terms of this Agreement, the Agencies and Counties may conduct after action reviews. Such critiques or reviews will be conducted jointly by the affected County(s) and Agency(s).

USE OF AND REIMBURSEMENT FOR SHARED RESOURCES

34. **Appropriated Fund Limitation:** Nothing herein shall be interpreted as obligating the Agencies, County(s), the United States or the State of Wyoming to expend funds in excess of appropriations authorized by their governing body from the current fiscal years budget and administratively allocated annually for the obligations contemplated in this Agreement.

35. **Reimbursable Assistance:** Reimbursable Assistance refers to those fire management resources that are to be paid for by the Protecting Agency. Reimbursable Assistance resources must be requested by the Protecting Agency or supplied through automatic or mutual aid systems and must be recorded by the resource order process within the dispatching systems of both the Protecting Agency and Supporting Agencies or documented by the Incident Commander in the fire report. Resources not documented in this manner are not reimbursable. All costs incurred as the result of an incident and documented as stated above are generally reimbursable, such as, but not limited to:

- a. Costs incurred for suppression and move-up and cover resources.
- b. Transportation, salary, benefits, and per diem of individuals assigned to the incident.
- c. Additional support dispatching services requested through a resource order.
- d. Cost of resources in support of the incident, including contract resource costs.
- e. Operating supplies for equipment assigned to the incident, such as fuel, oil, and equipment repairs.
- f. Aircraft, airport fees, foam and retardant costs.
- g. Agency or County owned equipment and supplies lost, damaged, or expended by the Assisting Agency.
- h. Cost of reasonable and prudent supplies expended in support of the incident.
- i. Costs of State resources.
- j. Costs incurred for fuels management and wildland fire use.

Repair or replacement of Agency or County owned equipment and/or supplies lost and/or damaged must be investigated and the justification for replacement or repair must be documented. The investigative review team will be comprised of all participating agencies and counties.

The State and Counties of Wyoming are cooperators, not contractors. Rates established in the annual Wyoming Fire Mobilization Plan or Mini Fire Mobilization Plan exhibits C, D, E, F, and G have been agreed upon and accepted by all Agencies and Counties. Emergency Equipment Rental Agreements will only be executed for non-fire equipment not listed in the above exhibits.

36. **Duration of Assignments:** Consideration must be given to the health and safety of personnel when assigned to fires. Agencies and Counties agree that Incident Commanders will release suppression resources to their primary responsibilities as soon as priorities allow. Incident Commanders shall also adhere to rest and rotation policies of respective responding agencies, per the National Mobilization Guide.

37. **Cost Sharing:** A cost share agreement will be prepared by the responsible unit administrators (as defined in EXHIBIT A, Glossary) or their authorized representatives when there is (1) a multi-jurisdictional incident or, (2) an incident which threatens or burns across direct protection boundaries of Counties or Federal Agencies. See EXHIBIT C for a sample cost share agreement. Guidance for cost share determination can be found in the Interagency Incident Business Management Handbook. A general approach to cost sharing on local incidents will be outlined in Annual Operating Plans but can be superseded by an incident specific cost share agreement.

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

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

38. **Procurement:** The State receives its procurement authority from State laws, and is therefore not subject to Federal procurement laws. Whenever the State is responsible for the management of an incident (including an incident within the direct protection area of a Federal Agency), the State will comply with State laws and regulations covering procurement. Procurement costs by one Agency or County in support of another that are reasonable and prudent may be charged back to the Protecting Agency. All resource ordering is subject to concurrence and accountability to the protecting agency.

39. **Loaned Equipment:** Equipment loaned, without operator by one Agency or County to another shall become the responsibility of the borrower, and shall be returned in the same condition as when received, fair wear and tear excepted. The borrower will repair or reimburse for damages in excess of normal wear and tear and will replace or reimburse items lost or destroyed by the fire or fire suppression action.

40. **Billing Procedures:**

a. **Federal Billings:** Federal Agencies will not bill each other for fire suppression. See sub-paragraph B under this section for State and County billings.

b. **State and County Billings:** When State or County resources are used and the fire management activity is within the state of Wyoming, the State or County will bill the protecting host unit.

The lead Federal Agency will submit their billings to the State when the State is the jurisdictional Agency. When the State is the jurisdictional Agency, the Forest Service and/or BLM will be the lead federal Agencies and will submit their individual billings to the State and the State will reimburse each individual lead Agency. The State and all of the Federal Agencies will meet quarterly to discuss fire costs and bring appropriate documentation of costs for billing purposes and/or billing estimates. A contact person for each Agency will be identified and be responsible for ensuring costs to date are presented for their Agency at a meeting 90-120 days after the fire is declared out where all parties will determine cost breakout. Agency contacts will work together to set the date and location for this meeting.

Any time State resources respond outside the State of Wyoming, the State will coordinate and bill all applicable costs to the Forest Service, Rocky Mountain Regional Office.

c. **Billing amounts do not apply to Reciprocal Fire Protection (Mutual Aid).**

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

e. **Billing Estimates/Time Frames:** On fires where costs are incurred pursuant to the terms of this agreement, the billing Agency or County shall submit a bill or estimate for reimbursement as soon as possible, but not later than 120 days after the fire is controlled. If the total cost is not known at the time of initial billing, a partial bill, so identified, may be submitted. A final bill, so identified, will be issued within 270 days after control of the fire.

Billing deadlines set forth herein are intended merely to encourage prompt billing, and failure to meet billing deadlines shall not be construed as a release or waiver of claims for reimbursement against the other party.

For obligation purposes, the Federal Agencies will submit unpaid obligational figures to the State by May 15. The State or County will submit unpaid obligational figures to the appropriate Federal Agency by September 15 for the previous Federal fiscal year.

After the final billing has been sent and additional costs are identified, a supplemental billing may be issued if agreeable to applicable parties.

- f. Billing Content: A separate bill will be submitted for each fire. Bills and State Form WSFD-41 Exhibit B Invoice Form for Wyoming Firefighters and Equipment (WSFD-41) will be summarized by major categories. Bills or WSFD-41 will include incident name, location, accounting code, jurisdictional unit, incident number, appropriate resource order number, inclusive dates, and will be supported by the following:

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

Payment for Wyoming State Agency resources will be made direct to the appropriate State agency identified in the billing. The State will handle billing questions or disputes with the appropriate County.

- g. Billing Addresses: All bills for services provided to the Wyoming State Forestry Division or to Counties will be mailed to addresses identified in the Annual Operating Plans.

All bills for services provided by State and County resources and for all Federal and State incidents outside of Wyoming will be mailed to the following address:

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

- h. Payment Due Dates: All bills will have a payment due date 60 days after the date of issuance. If payment cannot be made before the 60 days expire, then a 30-day extension, with oral or written justification, may be requested. Voucher difference statements will accompany any payment made that is different than the amount billed.

WY Interagency Cooperative Fire Management Agreement

- i. **Disputed Billings:** Written notice that a bill is contested will be mailed to the billing agency within 60 days of issuance of the final bill, and will fully explain the area of dispute. Contested items will be resolved not later than 60 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.
41. **Examination and Audit:** Agencies and Counties shall be subject to examination and audit for 3 years after final payment under the terms of this Agreement. Examination and audit shall be confined to those matters connected with the performance of this Agreement including, but not limited to, the cost of administration.

GENERAL PROVISIONS

42. **Mutual Sharing of Information:** Agencies and Counties will furnish to each other, or otherwise make available upon request, such maps, documents, instructions, records, and reports including, but not limited to, fire reports, employment records, and investigation and law enforcement reports as either party considers necessary in connection with the Agreement, in accordance with applicable State and Federal rules and regulations.
43. **Accident/Incident Investigations:** Whenever an accident/incident occurs involving the equipment or personnel of an Assisting Agency, the Protecting Agency shall take immediate steps to notify the Supporting and Jurisdictional Agency. As soon as practical, the Protecting Agency, in accordance with their policy, shall initiate an investigation of the accident. The investigation shall be conducted by a team made up of appropriate representatives from affected agencies.
44. **Non-Wildland Fire and Medical Aid Responses:** This Agreement is limited to wildland fire management and does not include non-wildland fire management and medical aid responses. However, this Agreement does not preclude Agencies from supporting one another in emergency situations as provided by their respective policies, procedures, or other agreements. In the event of a Presidential Disaster Declaration, the Agencies may assist one another under the provisions of this agreement if so tasked by the Federal Emergency Management Agency and as long as requested resources are available and all other provisions of this agreement are met.

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

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

45. **Previous Agreements Cancelled:** This Agreement supersedes the 2002 Wyoming Interagency Cooperative Fire Protection Agreement.

Existing subsidiary agreements remain in effect to the extent that they do not conflict with the provisions of this Agreement, but only until such time that all activities and conditions covered by those agreements can be incorporated into Annual Operating Plans provided for under this Agreement.

46. **Entirety of Agreement:** This Agreement consisting of 19 pages, Exhibit A consisting of 4 pages, Exhibit B consisting of 5 pages, Exhibit C consisting of 5 pages, Exhibit D consisting of 2 pages represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

47. **Assumption of Risk:** Each specific party to this Agreement assumes the risk of any loss of state or federal funding, either administrative or program dollars, due to that particular party's failure to comply with state or federal requirements.

48. **Severability:** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and any party may renegotiate the terms affected by the severance.

49. **Employment Policy:** When State or County personnel are suppressing wildland fires on lands for which the Federal Agencies are responsible and at such time when they are specifically assigned to the direct supervision of the Federal Agencies, such State or County personnel, although not Federal employees for any other purposes, shall be considered as Federal employees for the purpose of the Federal Employees Compensation Act and Federal Tort Claims Act in consequence of the performance under this Agreement.

50. **Suppression and Damage Collection:** Nothing in this Agreement shall preclude the Federal Agencies or the State or County from collecting damages and suppression costs from third parties (civil actions for recovery will be taken independently) under the civil liabilities provisions of Federal and State statutes and common law in a manner provided by applicable law. However, whenever such collections have the effect of reducing the net expenditures of the Billing Agency, then the bill will be reduced proportionate to the amount collected.

51. **Waiver of Claims:** The State and Federal Agencies hereby waive all claims between and against each other for compensation for loss, damage, and personal injury, including death, to each other's property, employees, agents, and contractors occurring in the performance of this Agreement.

Agencies will be liable for their own actions during Mutual Aid response or Independent Action.

52. **Third Party Claims:** The parties to this Agreement do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only among the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, or to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement. The Federal Tort Claims Act is applicable to the federal agencies and the laws of the State of Wyoming are applicable to the state agencies.

53. **Sovereign Immunity:** The State of Wyoming, Counties, and Federal Agencies do not waive sovereign immunity by entering into this agreement and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming Statute 1-39-104(a) and all other state and federal laws.

54. **Amendments Procedure:** This Agreement may be amended at any time by written mutual consent of all parties hereto. Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.

55. **Civil Rights:** The Agencies and Counties shall comply with all State of Wyoming and Federal statutes relating to nondiscrimination including, but not limited to: (a) the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, handicap, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686) which prohibits discrimination on the basis of sex.

56. **Duration of Agreement:** The term of this Agreement shall commence for each Agency upon the date of the last signature below and shall continue for 5 years, unless terminated earlier. Any party shall have the right to terminate their participation to this Agreement annually between November 1 and March 30 upon 30 days written notice to all parties.

57. **County and Local Fire Service Entities:** To facilitate the purpose and intent of this Agreement, the State will use its best efforts to establish cooperative fire agreements with the Counties and local fire service entities in Wyoming which have local wildland fire responsibilities.

58. **Authorized Representatives:** By signature below, the Agencies certify that the individuals listed in this document as representatives of the Agencies are authorized to act in their respective areas for matters related to this agreement.

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

STATE OF WYOMING
BOARD OF LAND COMMISSIONERS

USDA FOREST SERVICE
INTERMOUNTAIN REGION

/s/Dave Freudenthal 1/24/07
Chairman Date

/s/Mary Wagner for the Regional Forester 2/06/07
Regional Forester Date

/s/Bridget Hill 1/23/07
Bridget Hill, Assistant Attorney General Date

USDI NATIONAL PARK SERVICE
INTERMOUNTAIN REGION

/s/Bill Crapser 1/25/07
WY State Forester Date

/s/Michael D. Snyder 1/17/07
Regional Director Date

USDI BUREAU OF LAND MANAGEMENT
WYOMING STATE OFFICE

USDI FISH AND WILDLIFE SERVICE
MOUNTAIN PRAIRIE REGION

/s/Robert A. Bennett 1/11/07
State Director Date

/s/Richard A. Coleman 1/16/07
Regional Director Date

USDI BUREAU OF INDIAN AFFAIRS
ROCKY MOUNTAIN REGION

USDA FOREST SERVICE
INTERMOUNTAIN REGION

/s/Edward Parisian 1/19/07
Regional Director Date

/s/Doris K. Mackey 2/05/07
Regional Grants and Agreements Officer Date

/s/Mary King 1/19/07
BIA Contracting Specialist Date

USDA FOREST SERVICE
ROCKY MOUNTAIN REGION

USDI NATIONAL PARK SERVICE
INTERMOUNTAIN REGION

/s/Greg Griffith 1/11/07
Deputy Regional Forester Date

/s/Thomas J. Forsyth 1/17/07
Contracting Officer Date

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

USDI BUREAU OF LAND MANAGEMENT
WYOMING STATE OFFICE

/s/LuAnn Waida 1/10/07
Agreements Coordinator Date
USDA Forest Service, Region 2

/s/Dave Johnson 1/12/07
Agreements Coordinator Date
WY BLM

EXHIBIT A

GLOSSARY OF TERMS

Agencies: The parties to this agreement.

Agency Administrator: The Agency Administrator for each Agency is listed as follows: Wyoming State Forestry Division, State Forester; Bureau of Land Management, State Director; Forest Service, Regional Forester, Region 2 and 4; Bureau of Indian Affairs, Regional Director; National Park Service, Intermountain Regional Director; Fish and Wildlife Service, Regional Director.

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

Annual Operating Plans: Annually updated documents authorized by the appropriate administrators for implementing this Agreement in their respective areas of responsibility.

Area Coordinating Group: A group consisting of the Agency Administrators or their designated representatives to oversee the terms of this Agreement and to provide general oversight for Interagency wildland fire activities in respective areas of influence.

Assisting Agency: An agency or county providing fire suppression or other support and resources to the Protecting Agency.

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

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

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

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

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

County: County and local fire service entities, including Volunteer Fire Departments, County Fire Organizations, Joint Powers Boards, or Fire Protection Districts.

Direct Protection Area: That area which, by law or identified, assumed, or authorized pursuant to the terms of this Agreement, is provided wildland fire protection by the State

or its Counties or by a Federal agency. This may include land protected under exchange or payment for protection.

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

Draw Down Level: A minimal level of resources usually available for initial attack to provide coverage for its area of responsibility. This level can change depending on local conditions. In the event that the required resources become unavailable, move up and cover resources will be needed to maintain the draw down level.

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

Geographic Area Coordination Centers: Centers for National and Statewide intelligence gathering, coordination, and prioritization of resources for wildland fire emergencies. The Centers will produce and be guided by a Mobilization Guide which has been reviewed by an Interagency Coordinating Committee. Centers which are affected by this Agreement include the Great Basin, Rocky Mountain, and Northern Rockies Coordination Centers.

ICS (Incident Command System): The common emergency incident management system used on any incident or event and tailored to fit the specific management needs of the incident/event. Includes "Wyoming Incident Command System" as defined in the Annual Operating Plans.

Initial Attack Forces: Wildland fire suppression resources of Agencies or Counties initially dispatched to a fire in accordance with a pre-existing Annual Operating Plan or mobilization guide.

Initial Attack Zone: An identified area in which predetermined resources would normally be the initial resource to respond to an incident.

Jurisdictional Agency: The agency or county which has or assumes overall land and resource management and/or protection responsibility as provided by Federal or State law.

Local Resources: Resources operating within the County from which they originated.

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

Mutual Aid: Assistance provided by an Assisting Agency at no cost to the Protecting Agency. Mutual aid is for mutual benefit of the Agencies and Counties and is limited to those initial attack resources or move-up and cover assignments that have been determined to be appropriate and as each may be able to furnish and are documented in Annual Operating Plans. Sometimes called Reciprocal Fire Protection.

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

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

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

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

Priorities: The items established by the Rocky Mountain Area Multi-Agency Coordinating Group in the following order of importance:

1. Firefighter and Public Safety
2. Threats to:
 - Communities and community infrastructure
 - Commercial businesses
 - Principal residences
 - Non-principal residences
 - Significant historical or cultural resources that will be adversely affected by fire
 - Forest and range improvements
 - Outbuildings
3. Threats to natural resources:
 - Threatened and endangered species habitat
 - Critical habitat
 - Key habitat
 - Sensitive species habitat
 - Critical winter range
 - Other

Priorities Criteria tempered with:

- Probability of success / Consequences of failure
- Duration of resource commitment
- Short and long-term benefits of fire use for resource benefit

Protecting Agency: The Agency or County responsible or assuming responsibility for providing direct wildland fire protection to a given area pursuant to this agreement.

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

Protection Boundaries: Mutually agreed upon boundaries which identify areas of direct fire protection responsibility and are shown on maps in the Annual Operating Plans.

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

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

State Resources: Resources owned by the State, County resources, and resources available through agreements between the State and other State Agencies. This includes the Wyoming State Forestry Division Smoke Busters and Wrangler firefighting crews as well as Wyoming Military Department and Wyoming Office of Homeland Security.

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

Unit Administrator (Line Officer): The individual assigned administrative responsibilities for an established organizational unit, such as Forest Supervisors or District Rangers for the Forest Service; Field Manager for the Bureau of Land Management; State Forester, Assistant State Forester, Fire Management, State District Forester, as designated for the State Forestry Division; Agency Superintendent for the Bureau of Indian Affairs; Park Superintendent for the National Park Service; and Refuge Manager (Project Leader) for Fish and Wildlife Service. May also include a County Commissioner, County Fire Warden, Fire District Board, or Joint Powers Board and/or their respective representative at the local level.

Values: Items taken into consideration when establishing priorities such as but not limited to habitat loss, watersheds, infrastructures, cultural resources, and other similar items.

Wildland: Lands with few or no permanent improvements.

Wildland Fire: Any non-structural fire that occurs on wildland.

Wildland Fire Use: Management of naturally ignited wildland fires to accomplish specific prestated management objectives in predefined geographic areas outlined in fire management plans.

Wildland Urban Interface: The line, area, or zone where structures and other human development meet or intermingle with undeveloped wildland or vegetative fuels.

Zone Dispatch Centers: Interagency Zones Dispatch Centers within Wyoming (Teton, Rawlins, Casper, Cody, Great Plains) responsible for initial attack dispatch, out-of-zone dispatching requests, logistical support, intelligence gathering and dissemination.

EXHIBIT B

ANNUAL OPERATING PLAN OUTLINE GUIDE

Annual Operating Plans will be working documents developed at appropriate levels for the purpose of implementing the Interagency Cooperative Fire Management Agreement. Annual Operating Plans shall become part of the Interagency Cooperative Fire Management Agreement.

Plans must address items called for in the Agreement and document agreement between parties pertinent to working relationships, exchange of funds, etc. for the current year. The following outline provides a checklist of items deserving consideration in developing operating plans. Plans should include these items, where applicable, and follow this format:

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

- a. Jurisdictional Agency, Protection Unit, County boundary, area of responsibility and other plan needs.
- b. Fire Protection facilities by Agency and location
- c. Direct Protection Areas
- d. Mutual Aid Dispatch Areas
- e. Special Management Consideration Areas
- f. Date Effective

8. Fire Readiness

- a. Fire Planning
 - 1) Presuppression analysis plans
 - 2) Prevention plans
 - 3) Prescribed fire plans
- b. Wildfire Training Needs and Coordination
- c. Inspection Schedules

9. Wildfire Suppression Procedures

- a. ICS Use
- b. Detection Standards
- c. Relationship with local mobilization guide
- d. Notification about Fires
- e. Establishment and Revision of Mutual Aid Dispatch Areas
- f. Initial Attack Dispatch Levels and their determination
- g. Dispatching and Resource Order Process
 - 1) Unified Command
 - 2) Boundary Fires
- h. Reinforcements and Support
- i. Move-up and Cover Locations and Procedures
- j. Interagency procurement, loaning, sharing, or exchanging and maintenance of facilities, equipment, and support services
- k. Interagency Sharing of Communications Systems and Frequencies
- l. Wildland Fire Situation Analysis/Delegation of Authority
- m. State Emergency Fire Fund
- n. Dispatch Centers or other incident support facilities
- o. Post-incident Action Analysis
- p. Out-of-Jurisdiction Assignments
 - 1) Standards
 - 2) Procedures

10. Aviation Procedures

- a. Aviation map and narrative
 - 1) Hazards
 - 2) Sensitive Zones (urban interface, aquatic, wilderness, etc.)
 - 3) Helispots, dip sites
 - 4) Automatic dispatch zones (tied to preparedness planning)

- 5) Detection routes
 - 6) Foam/retardant restriction areas
 - b. Flight following/frequency management
 - c. CWN aircraft, tactical and support aircraft
 - d. Fixed wing base management
 - e. Single Engine Attack Tanker Bases
 - f. Leadplane/air attack activation
 - g. Aviation Requests and Operations
 - 1) Initial Attack
 - 2) Boundary Fires
 - 3) Wildland Urban Interface
 - 4) Mutual Aid Procedures
 - 5) Air Space Restrictions
 - h. Inspection Schedules
11. Fire Prevention
- a. General Cooperative Activities
 - b. Information and Education
 - 1) Fire Danger Information
 - a) Fire Weather Station Locations
 - b) Data Sharing and Methods
 - c) Fire Danger dissemination
 - d) Fire Prevention Signs
 - 2) Joint or Single Agency Press Releases
 - 3) Smokey Bear Program
 - 4) "Let's Talk Fire" Programs
 - 5) Red Flag Operations
 - c. Engineering
 - 1) Land Use Planning (wildland-urban interface)
 - 2) Defensible space and fuels treatments
 - 3) Railroads and Utilities
 - d. Enforcement
 - 1) Issuing Open Burning and Campfire Permits
 - 2) Restrictions and Closures (initiating, enforcement, and lifting)
 - 3) Fire Investigations
12. Fuel Management and Prescribed Fire Considerations
13. Cost Reimbursements
- a. Non-Reimbursable Items
 - b. Reimbursable Items
 - c. Wildfire Prevention
 - d. Wildfire Readiness
 - e. Wildfire Suppression
 - 1) Dispatching
 - 2) Initial Attack

- 3) Mutual Aid
- 4) Reinforcements
- 5) Aviation
- 6) Cost Share Plan
- 7) Out-of-Jurisdiction Assignments
- 8) Billing Procedures
- 9) Resource Use Rates

14. General Procedures. How to handle:

- a. Periodic Program Reviews
- b. Annual Updating of Plans
- c. Changes During Year (due to budget cuts or supplemental funding)
- d. Resolution of Disputes Procedure

15. Directory of Personnel and/or Authorized Agency Representatives

- a. Bureau of Land Management
- b. Wyoming State Forestry Division
- c. USDA Forest Service
- d. Bureau of Indian Affairs
- e. National Park Service
- f. Fish and Wildlife Service
- g. County
 - 1) Board of Commissioners
 - 2) Sheriff's Department
 - 3) Fire Departments
 - 4) Emergency Services Coordinator

Additional guidelines for Annual Operating Plans:

Command Structure – Unified command should be used, as appropriate, whenever multiple jurisdictions are involved, unless one or more parties request a single agency incident commander (IC). If there is a question about jurisdiction, fire managers should mutually decide and agree on the command structure as soon as they arrive on the fire; this decision should be confirmed by agency administrators as soon as possible. Once this decision has been made, the incident organization in use should be relayed to all units on the incident as well as local dispatch centers. In all cases, the identity of the IC must be made known to all fireline and support personnel.

Communications – A common designated radio frequency should be a direct or line-of-sight frequency. Responding and requesting parties should monitor for any changes in weather conditions or safety or emergency situations. Once command decisions are made, they must be transmitted and confirmed over the responding the requesting parties' tactical frequencies.

Distance/Boundaries – Responding and requesting parties should identify any mileage limitations from mutual boundaries where mutual aid is either pay or non-pay status.

Time/Duration – Responding and requesting parties should identify time limitations for resources in a non-reimbursable status, and rates when the resources are in a reimbursable status.

Qualification/Minimum Requirements – Agreements on minimum qualifications for fire personnel, physical fitness standards, and minimum requirements for Personal Protective Equipment (PPE) should be defined within the operating plan. In many cases (where State and County lands are not threatened), Federal agencies require adherence to PPE, NWCG 310-1 training and physical fitness standards.

EXHIBIT C

SAMPLE COST SHARE AGREEMENT

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

INCIDENT NAME:

INCIDENT NUMBERS BY AGENCY:

START DATE AND TIME:

JURISDICTIONS/CAUSE:

INCIDENT COMMANDER(S):

This Cost Share Agreement between

and

_____, and with the cooperation of _____
_____ as prepared under the following
authorities provided by:

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

2. Agreement for Federal Cooperative Wildfire Protection between _____
_____ and the State of Wyoming.

3. _____

Agency Representatives participating in development of Cost Share Agreement:

Agency: _____

Agency: _____

Name: _____

Name: _____

Title: _____

Title: _____

COST SHARE AGREEMENT FOR THE
 _____ INCIDENT;

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

Rationale used in developing this cost agreement:

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

AGENCY	DIRECT COSTS	AIR/RETARDANT COSTS	
_____	_____ %	_____ %	
_____	_____ %	_____ %	
_____	_____ %	_____ %	
_____	_____ %	_____ %	
TOTAL	100%	100%	

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

Signature: _____ Date: _____ Time: _____

Agency: _____ Phone: _____

Mailing Address: _____

Signature: _____ Date: _____ Time: _____

Agency: _____ Phone: _____

Mailing Address: _____

Signature: _____ Date: _____ Time: _____

Agency: _____ Phone: _____

Mailing Address: _____

Signature: _____ Date: _____ Time: _____

Agency: _____ Phone: _____

Mailing Address: _____

Signature: _____ Date: _____ Time: _____

Agency: _____ Phone: _____

Mailing Address: _____

Signature: _____ Date: _____ Time: _____

Agency: _____ Phone: _____

Mailing Address: _____

ITEMS TO CONSIDER WHEN NEGOTIATING A COST SHARE AGREEMENT

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

Unit Administrator (Line Officer): the individual assigned administrative responsibilities for an established organizational unit, such as Forest Supervisors or District Rangers (USFS), District or Area Manager (BLM), Assistant State Forester, Fire Management, or State Forester Designate (State), Regional Director or Refuge Manager (USFWS), Park Superintendent (NPS), and Agency Superintendent (BIA), and may include a county commissioner, county fire warden, fire district board, or joint powers board at the local level.

General Guidelines:

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

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

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

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

Definitions

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

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

EXHIBIT D

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

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

FEDERAL AGENCIES	FIRE SUPPRESSION	RURAL FIRE ACTIVITIES	PRESCRIBED BURNS
U.S. Forest Service	Cooperative Fire Agreement	Grant	Participating Agreement
U.S. Bureau of Land Management	Cooperative Agreement/Contract	Cooperative Agreement	Cooperative Agreement/Contract
U.S. National Park Service	Cooperative Agreement	Grant	Cooperative Agreement
U.S. Fish & Wildlife Service	Purchase Order	Cooperative Agreement	Purchase Order
U.S. Bureau of Reclamation	Procurement	Financial Assistance	Procurement
U.S. Bureau of Indian Affairs	Purchase Order	Cooperative Agreement	Purchase Order

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

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

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

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

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

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

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

FEDERAL AGENCY BUYER	FIRE SUPPRESSION	RURAL FIRE ACTIVITIES	PRESCRIBED BURNS
U.S. Forest Service	Bill for Collection to the State	Bill for Collection to the State	Bill for Collection to the State
U.S. Bureau of Land Management	Bill for Collection to the State	Bill for Collection to the State	Bill for Collection to the State
U.S. National Park Service	Bill for Collection to the State	Bill for Collection to the State	Bill for Collection to the State
U.S. Fish & Wildlife Service	Bill for Collection to the State	Bill for Collection to the State	Bill for Collection to the State
U.S. Bureau of Reclamation	Bill for Collection to the State	Bill for Collection to the State	Bill for Collection to the State
U.S. Bureau of Indian Affairs	Bill for Collection to the State	Bill for Collection to the State	Bill for Collection to the State

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

TITLES FOR CHECK PAYMENT TO COUNTIES

<u>COUNTY ENTITY</u>	<u>FEDERAL ID #</u>	<u>DUNNS #</u>	<u>WYOMING STATE VC #</u>	<u>COUNTY DESIGNATOR</u>
Albany County Treasurer	836000101	049499833	VC0000086563	WYALX
Big Horn County Fire	830266157	144265860	VC0000080248	WYBHX
Campbell County Fire Department	830222168	182908756	VC0000078357	WYCMX
Carbon County Firefighters	836000104	097138838	VC0000086616	WYCAX
Fire Suppression Authority of Converse County	141966335	784723939	VC0000004074	WYCOX
Crook County	836000106	603340928	VC0000086644	WYCRX
Fremont County Fire Protection District	830302079	143729999	VC0000082492	WYFRX
Goshen County Fire District	836000108	143610686	VC0000086681	WYGOX
Thermopolis Volunteer Fire Department	237209608	037229221	VC0000008925	WYHOX
Johnson County Fire Control District #1	841404634	143368608	VC0000090049	WYJOX
Laramie County Fire Warden	836000111	015672769	VC00000867331	WYLAX
Lincoln County Fire Warden	836000112	146061978	VC0000086749	WYLIX
Firefighters of Natrona County	830212954	148973345	VC0000077894	WYNAX
Niobrara Rural Fire District	830267514	037183378	VC0000080317	WYNIX
Park County Fire J. P. B.	830297672	137396862	VC0000082056	WYPAX
Platte County Fire District	830265971	148467785	VC0000080237	WYPLX
Sheridan County Fire Board	830315851	149972429	VC0000080171	WYSHX
Sublette County Firefighters	830323018	145453838	VC0000084622	WYSUX
Sweetwater County Fire Warden	836001256	960172104	VC0000079066	WYSWX
Jackson Hole Fire/EMS	836000127	781690441	VC0000086899	WYTEX
Uinta County Fire Protection	830313192	144274300	VC0000083590	WYUIX
Worland Fire Protection District #1	830241261	183016443	VC0000079066	WYWAX
Weston County Fire Protection District	830313379	113400431	VC0000083611	WYWEX
Wyoming State Forestry Division	830208667	137462946		WYWYS
<u>Rocky Mountain Region Agreement #</u>	07-FI-11020000-018	<u>NPS Agreement #</u>	H1249070030	
<u>Intermountain Region Agreement #</u>	07-FI-11046000-017	<u>USFWS Agreement #</u>	14-48-60139-07-K001	
<u>BLM Agreement #</u>	KAA020003	<u>BIA Agreement #</u>	AG7C5000699	

Use Agreement number of agency that appears in Box 9 "Administrative Office for Payment" on the Equipment Use Invoice.

WYOMING COUNTY FIRE WARDENS

- | | <u>DEPUTY</u> | <u>DEPUTY</u> | |
|---|---|--|---|
| 1. ALBANY
Scott Davis
525 Grand Ave #202
Laramie, WY 82070
(H) 721-8816
(B) 721-1885
(C) 760-3641
(FAX) 721-2570
E-mail: Sdavis@co.albany.wy.us | Johnny Wilson
(H) 322-2863
(C) 331-2575 | 8. GOSHEN
Bill Law
P. O. Box 423
2125 East A Street
Torrington, WY 82240
(B) 532-7952
(C) 532-0305
(H) 532-2647
(FAX) 532-3618
blaw@goshencounty.org | Doug DesEnfants
(H) 532-3297
(C) 534-5372
E-mail:
dougdw@bbcwb.net |
| 2. BIG HORN
Brent Godfrey
P. O. Box 213
Basin, WY 82410
(H) 568-2718 (C) 272-2820
(B) 568-2324 (Pgr) 568-2035
(FAX) 568-2312
E-mail: godfreyb@tctwest.net | John Jares
(H) 568-2908
or
568-2324
(C) 272-2627 | 9. HOT SPRINGS
A. J. Helm
400 S. 14 th
Thermopolis, WY 82443
(H) 864-3027
(B) 864-2622
(Warden) 864-3401 (C) 921-1955
E mail: tfddwarden@yahoo.com | Jay Duvall
(H) 864-2179
(B) 864-2278
(C) 921-1955
E-mail: Jduvall@rtconnect.net |
| 3. CAMPBELL
Don Huber
106 Rohan Ave
Gillette, WY 82716
(H) 670-2590
(B) 682-5319 (C) 670-2590
(FAX) 686-2222
E-mail: dhuber@ccfire.us | Jeff Rech
Wright, WY
(H) 464-1675
(B) 464-1522
(C) 680-2109
Email: jrech@ccfire.us | 10. JOHNSON
Thomas J. (Tiddle) Camino
655 N. Lobban
Buffalo, WY 82834
(H) 684-2412
(FAX) 684-9450
(P) 684-5581 (Page Tiddle)
(C) 351-2412 E-mail: tiddle@vcn.com | Steve Haines
(H) 738-2591
(C) 267-0713
(P) 684-5581 (Page Fire 54)
E-mail: shaines@rtconnect.net
(Fax) 738-2629 |
| 4. CARBON
Dwight France
P. O. Box 754
Rawlins, WY 82301
(H) 324-2561
(B) 324-2361
(C) 320-8512 or (C) 321-4093
(FAX) 324-2726
E-mail: france@qwestoffice.net | Larry Trapp
(H) 328-0411
(C) 320-6566
E-mail: lmtrapp@hotmail.com | 11. LARAMIE
David Thompson
310 West 19th Street, Ste 410
Cheyenne, WY 82001
(H) 778-7695 (PC) 256-3068
(B) 633-4335
(FAX) 633-4337
Dispatch: 637-6410 | Rob Cleveland
(H) 638-0527
(B) 633-4333 (C) 631-9200
(FAX) 633-4337
E-mail: rcleveland@laramiecounty.com
E-mail: Fire_Warden@hotmail.com
or dthompson@laramiecounty.com |
| 5. CONVERSE
Tom Reed
1003 Dull Center Rd.
Douglas, WY 82633
(H) 351-2696
(C) 351-7694
E-mail: ccwp@qwestoffice.net | Dana Fitzhugh
(H) 358-6457
(C) 351-6177
E-mail:
reddirt873@hotmail.com | 12. LINCOLN
Kelly Hoffman
Box 203
Cokeville, WY 83114
(H) 279-3625
(B) 279-3241 (C) 270-8103
(FAX) 279-3220
E-mail: khoffman@allwest.net | |
| 6. CROOK
Gari Gill
P. O. Box 995
Sundance, WY 82729
(H) 283-2129
(B) 283-1441
(C) 290-0530
(FAX) 283-2323
E-mail: gariq@crookcounty.wy.gov | Tom Pridgeon (Interim)
(B) 283-2390
(C) 290-2171
E-mail:
ccemermgnt@crookcounty.wy.gov | 13. NATRONA
Michael Haigler
Drawer 848
Mills, WY 82644
(H) 234-2871
(B) 235-9311
(C) 258-2950
(FAX) 265-2743
E-mail: mhaigler@natronacounty-wy.gov | Susan Phillips
(H) 265-8639
(B) 235-9311 |
| 7. FREMONT
Craig Haslam
305 S. Smith Road
Riverton, WY 82501
(H) 857-0520
(B) 857-3030 (C) 850-4613
(P) 230-8404 (FAX) 856-2648
E-mail: chaslam@wyoming.com | Paul Downey
290 Missouri Valley Rd
Shoshoni, WY 82649
(H) 856-1887
(C) 851-1521 | 14. NIOBRARA
Mark Bruegger
Niobrara Co. Rural Fire Dist.
Box 306, 5147 Hwy 20
Van Tassell, WY 82242
(H) 334-2763 | Duke Lashmett
(H) 334-3155
(B) 334-3468 |

COUNTY FIRE WARDENS (CNT)

- DEPUTY**
15. **PARK**
Russell Wenke
1131 11th Street
Cody, WY 82414
(H) 587-2947
(B) 527-8551
(SO) 527-8700 (Page 507)
(C) 899-7507
(FAX) 527-8785
E-mail: rwenke@parkcounty.us
- Sam Wilde
(B) 527-8552
(C) 899-7508
(SO) 527-8700
(Page 508)
E-mail: swilde@parkcounty.us
- DEPUTY**
21. **UINTA**
Eric A. Quinney
P.O. Box 640
Evanston, WY 82931
(B) 789-8556
(C) 780-6954
(Fax) 789-4636
(H) 787-7712
E-mail: quinney@allwest.net
- Russell Megeath
(H) 789-7505
(B) 789-3013
(C) 679-2081
(FAX) 789-4636
Email: rmegeath@allwest.net
16. **PLATTE**
Gale Kittell
180 Kittell Road
Wheatland, WY 82201
(H) 322-3840
(C) 322-6211
(FAX) 322-3840 Call First E-mail: jakechaffin@yahoo.com
E-mail: charlie801@wildblue.net
- Jake Chaffin
852 Pine Street
Wheatland, WY 82201
(H) 322-3832
(C) 331-0341
22. **WASHAKIE**
Wes Long
P.O. Box 504
Worland WY 82401
(B) 347-6379
(C) 431-2675
(FAX) 347-3833
E-mail: wlong@rtconnect.net
- Shane Starbuck
(H) 366-2524
(C) 388-1144
E-mail: starbuck@tctwest.net
17. **SHERIDAN**
Bill Biastoch
P. O. Box 586
Big Horn, WY 82833
(H) 672-9162
(FAX) 672-9162 or 672-7465
(C) 752-9864 or 752-3684
E-mail: bbiastoch@msn.com
- Fritz Bates
(H) 758-4453
(C) 751-5734
E-mail: batesfamily@rangeweb.net
23. **WESTON**
Daniel Tysdal
P.O. Box 937
Newcastle WY 82701
(H) 746-2613
(B) 746-2031
(C) 746-5253
(FAX) 746-9274
E-mail: wcfire@rtconnect.net
or danielt@tribcsp.com
- Shane Sweet
(C) 746-3051
(H) 746-2652
18. **SUBLETTE**
T.J. Hunt
Box 110
Daniel, WY 83115
(H) 859-8595
(C) 231-6555
(W) 859-8872
(Truck) 360-7086
E-mail: fireguy@vcn.com
- John Ball
P.O. Box 588
Big Piney, WY. 83113
(W) 276-4883
(C) 260-8203
(TRUCK) 360-8180
E-mail bpmv@centurvtel.net
19. **SWEETWATER**
Dennis Washam
430 Blair Avenue
Rock Springs, WY 82901
(H) 382-1184
(B) 352-6770 (C) 389-4747
(FAX) 352-6781
E-mail: dgew@sweetwaterhsa.com
- Wayne Silvers
(B) 352-6771
(C) 389-3201
20. **TETON**
Willy Watsabaugh (Interim)
Box 901
Jackson, WY 83001
(B) 733-4732
(H) 733-6518
(C) 413-5111
FAX: 739-9856
E-mail: wwatsabaugh@tetonwvo.org

EXHIBIT B1

This information is provided in summary and will provide a general outline for WSFD procedures that differ from other agencies or the Interagency Incident Business Management Handbook. For further information, contact Lynda Berckefeldt, Fire Business Manager at (Work) 307-777-7300, (Cell) 307-421-0065 Fax 307-777-5986 or Ray Weidenhaft, Assistant State Forester – Fire Management in Cheyenne, WY, 307-777-7586, FAX 307-777-5986.

The WSFD uses all Incident Command System (ICS) forms, the same as in the Interagency Incident Business Management Handbook and in the finance kits. In addition, all state and county resources responding to any incident (private, state, federal) will have a copy of the “Mini Fire Mobilization Plan for Wyoming”, available from WSFD, which contains the established procedures and rates. This information can also be found on the following web site:

<http://slf-web.state.wy.us/forestry/adobe/miniplan.pdf>

The following additional methods apply when working on state or private land incidents or with state or county resources on federal land incidents.

Personnel Timekeeping

Rates for volunteer firefighters and support personnel are “FF” rates described in Exhibit F of the “Mini Mobilization Plan”. Rates for state and county employees will be their established rate in effect at the time of the incident.

LEAVE TRAVEL TIME HOME OPEN: TRAVEL TIME HOME WILL BE SIGNED THEN POSTED BY THE COUNTY FIRE WARDEN TO THE EMERGENCY FIRE FIGHTER TIME REPORT (OF-288) AND SUBMITTED ALONG WITH CTR FOR REIMBURSEMENT. FOR BILLING PROCEDURES, THE ORIGINAL COPY AND THE EMPLOYEE COPY OF THE EMERGENCY FIREFIGHTER TIME REPORT (OF-288) WILL BE SENT HOME WITH FEDERAL, STATE, COUNTY, AND VOLUNTEER FIREFIGHTERS. The original Emergency Firefighter Time Report (OF-288) should be signed in other than black ink.

Entitlements:

State and county resources do not receive hazard pay.

State and county resources may purchase from the commissary. Charges must be recorded on the firefighter time report for payment purposes.

Restocking of equipment and supplies from the supply unit is allowed. For items that are not able to be filled at the supply or ground support unit upon demobilization, an “S” number shall be given in order that the item(s) may be purchased at the home unit.

EXHIBIT B1

Procurement

Emergency Equipment Rental Agreements, OF-294:

On state land incidents, WSFD personnel can execute OF-294 agreements. On private land incidents, county wardens or their designee can execute OF-294 agreements. On state land incidents, agreements initiated by WSFD personnel do not have to be countersigned by Contracting Officers or Procurement Unit Leaders. The same is true on private land incidents when agreements are initiated by the county warden or designee. On joint ownership incidents the Unit Administrator Group will give direction.

When writing EERA's on state land incidents, use the following address for the "Ordering Office" which is also the office of payment:

Wyoming State Forestry Division
1100 W. 22nd Street
Cheyenne, WY 82002

When writing EERA's on private land incidents, use the local county's title for check payment and the county fire warden's address. It can be found in the "Mini Mobilization Plan".

Direction may be given by the Unit Administrator Group for EERA's on joint ownership incidents.

For agreement numbers on state land incidents, check with the local district forester to secure a block of numbers. For private land incidents check with the local county fire warden.

During completion of the CONTRACTOR block, the EIN/SSN number must be filled in. A signed WOLFS-109 or W-9, Request for Taxpayer Identification Number and Certification, must be completed before payment is possible. The WOLFS-109 form can be found as Exhibit D-1 and should be completed when the "Administrative Office for Payment" is Wyoming State Forestry Division. The W-9 form can be found as Exhibit D-2 and should be completed when the "Administrative Office for Payment" is the local jurisdictional county.

Only prepare an EERA for equipment not covered in Exhibits C, D & E of the Mini Mobilization Plan when state and county equipment is used on incident. Shift tickets, fuel issues, and use invoices should be prepared for these units. The protecting agency will be billed for the services.

EXHIBIT B1

Emergency Equipment Use Invoice, OF-286:

Emergency Equipment Use Invoices will be used when hiring any equipment and for miscellaneous expenses. When completing the Emergency Equipment Use Invoice, the preparer must enter the EIN/SSN number for payment processing as explained in the EERA instructions.

Effective Dates of Agreement: 04/15/present year through 04/14/following year

On state land incidents, enter the Cheyenne address in the Administrative Office For Payment block. For private land incidents, enter the Local County or fire district address in the block. For joint ownership incidents the Unit Administrator Group will give direction.

During completion of the CONTRACTOR block, the EIN/SSN number must be filled in. A signed WOLFS-109 or W-9, Request for Taxpayer Identification Number and Certification, must be completed before payment is possible. The WOLFS-109 form can be found as Exhibit D-1 and should be completed when the “Administrative Office for Payment” is Wyoming State Forestry Division. The W-9 form can be found as Exhibit D-2 and should be completed when the “Administrative Office for Payment” is the local jurisdictional county.

As mentioned previously, the rates to be used for state and county department resources are found in the “Mini Mobilization Plan”.

Procedures for the OF-286 invoices at the end of the incident are to ensure all deductions for fuel, oil and repairs are posted and the documents are signed. **Time worked on incident will be finalized on incident. Travel time home will be signed then posted by the County Fire Warden to the Emergency Equipment Use Invoice (OF-286) and submitted along with Emergency Shift Ticket (OF-297) for reimbursement.** FOR STATE AND COUNTY RESOURCES, ALL ORIGINAL SIGNED USE INVOICES (OF-286), SHIFT TICKETS (OF-297) AND FUEL AND OIL TICKETS (OF-304); ARE SENT HOME WITH THE EQUIPMENT FOR BILLING PURPOSES. The original computerized Emergency Equipment Use Invoice (OF-286) should be signed in other than black ink.

Miscellaneous Purchases

The OF-286 can be used for miscellaneous expenses in the same manner as hiring equipment. WSFD and counties do not use Blanket Purchase Agreements, but have a large variety of charge accounts set up in communities throughout the state.

As bills for meals, lodging, fuel or other supplies are turned in to finance an OF-286 is prepared. These can be documented by each transaction or daily. Remember do not include sales tax. It can be taken off in the deductions section if tax has been added to the bill.

EXHIBIT B1

Copies of the vendors itemized invoice showing name, address, date, incident name, and total amount due, must be attached to the OF-286. The vendor invoices must be signed by the person making the purchase. A maximum 15 percent gratuity may be included on meal invoices (except sack and “to go” lunches).

Agency Provided Medical Care

APMC will be provided on state and private land incidents the same as outlined in the Interagency Incident Business Management Handbook.

Complete all forms as described in the handbook. In addition, on state and private land incidents a “Wyoming Report of Occupational Injury or Disease” must be completed on all non-federal personnel.

This form can be obtained through the local district forester or county fire warden and it needs to be turned in to the district forester or county warden as soon as possible for further processing.

State and county resources are covered by federal agency provided medical care and federal workers compensation while on a federal incident.

Ordering of Wyoming State Forestry Inmate Crews (Smokebusters & Fire Wrangles) and State of Wyoming Exclusive Use Helicopter:

In order to streamline the mobilization of the above mentioned WSFD resources, Northern Great Plains (Rapid City, SD), Northern Utah (Salt Lake City, UT) Teton (Moose, WY) and Rawlins (Rawlins, WY) Interagency Dispatch Centers may order directly from the dispatch center in charge of that resource.

- ❖ The Smokebusters (based out of the Wyoming Honor Conservation Camp in Newcastle, Wyoming) can be ordered directly from Casper Interagency Dispatch Center.
- ❖ The Fire Wranglers (based out of the Wyoming Honor Farm in Riverton, Wyoming) can be ordered directly from Cody Interagency Dispatch Center
- ❖ The State of Wyoming Exclusive Use Helicopter (based out of the Casper area) can be ordered directly from Casper Interagency Dispatch Center

This ordering will be done via the Resource Ordering Status System (ROSS).

These resources are restricted to the State of Wyoming boundaries, with the following exception.

EXHIBIT B1

Inmate Hand Crews (Smokebusters) (Fire Wranglers)

The Wyoming State Forestry Division operates forestry/firefighting programs at the Wyoming Honor Conservation Camp in Newcastle, (the Smokebusters) and the Wyoming Honor Farm in Riverton, (the Fire Wranglers). They have approximately 70 NWCG qualified inmates who can be dispatched to both wildland and prescribed fires within the state. They can also be dispatched to wildland fires in the Black Hills of South Dakota. These crews are configured as 5 to 7 man squads with a red carded crew boss from the State Forestry Division. In some instances a Department of Corrections officer will be sent along with the 20 man crews. In lieu of a correctional officer, the crew supervisors will be responsible for the inmate crew's needs before, during and after shift. This may cause the supervisors to claim work hours in excess of the 2:1 work/rest ratio. The supervisors "in camp" work hours should not be counted against the work/rest ratio. The Smokebusters are dispatched through the Casper Interagency Dispatch Center. The Fire Wranglers are dispatched through the Cody Interagency Dispatch Center.

Individual Emergency Firefighter Time Reports (OF-288) will be kept on individual crew bosses and correctional officers. Emergency Firefighter Time Reports (OF-288) will not be kept on individual inmate crewmembers. **Do only one OF-288 for each crew. Name them; number of crew members plus which group they are, (i.e. 14 Smokebusters, 7 Smokebusters, 7 Smokebusters (2), 7 Wranglers, 7 Wranglers (2)).**

For COST portion of I-Suite only: the estimated cost of a 7 man squad including supplies, crew bosses and equipment is \$830.00 per day. An estimated cost of a 20 man crew including supplies, crew bosses and equipment runs \$2,500.00 per day.

National Guard Resources

The Wyoming National Guard has an agreement for both suppression and support incident resources with the State Forestry Division. This agreement covers the cost and policy of the dispatched resources. National Guard Resources are to be ordered through the appropriate Zone Dispatch center. Available incident resources include: ground transportation, kitchen/food unit, shower unit, Blackhawk Helicopters with buckets, dozers and MAFFS unit. When ordered a liaison from the Guard will accompany the ordered resources.

Upon being ordered the National Guard will notify Wyoming State Forestry Division with the equipment identification and a manifest with the personnel responding.

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EXHIBIT B-2
RESPONSIBILITIES OF FINANCE SECTION
WITH WYOMING ENGINES AND RESOURCES

Receive paperwork package from engine boss/agency representative upon their arrival in incident camp. It should consist of:

1. Emergency Firefighter Time Reports for all firefighters, or Check-In Form
2. Emergency Equipment Use Invoices for all equipment, or Check-In Form
3. Crew Time Report showing travel time to incident.
4. Emergency Equipment Shift Tickets for each piece of equipment showing travel time/mileage to incident.
5. Copy of Mini Mob Guide
 - Equipment rates: (Exhibit C, D, E & E-1)
 - Firefighter rates: (Exhibit F)
6. Resource Order

Complete box 9 for all Emergency Equipment Use Invoices.

Daily: Post times from crew time reports and Emergency Equipment shift tickets to the Emergency Firefighter Time Report and Emergency Equipment Use Invoice.

At demobilization:

1. Verify that all days and times have been posted accurately. Leave travel home open. **Travel time home will be finalized by home unit.**
2. Deduct any fuel costs for equipment on Emergency Equipment Use Invoices.
3. Have engine boss/agency representative check Emergency Firefighters Time Reports and Emergency Equipment Use Invoices. Correct any errors.
4. After Engine Boss/Agency Representative has signed reports and invoices, sign reports and invoices.
5. Give to the Engine Boss/Agency Representative the original and employee/contractor copies of all the Emergency Firefighter Time Reports, Emergency Equipment Use Invoices, Emergency Equipment shift tickets, and fuel and oil tickets. Make sure all CA-1's or other medical forms are attached to the Time Reports.
6. Verify with supply that the cooperator has the right to restock equipment through supply. Provide documentation through the supply unit or ground support unit for a replacement purchase when they arrive at their home unit for any equipment or supplies that cannot be restocked through the supply or ground support units at the incident.

Make a note to the paying office that these resources will be paid by the Albuquerque Service Center of the U.S. Forest Service for all fires outside of the state of Wyoming. A bill will be sent to the local office of the responsible agency for fires within the state of Wyoming.

FOR BILLING PROCEDURES, THE ORIGINAL FINANCE COPY AND THE EMPLOYEE / CONTRACTOR (COOPERATOR) COPIES OF THE EMERGENCY FIREFIGHTER TIME REPORT (OF-288), EMERGENCY EQUIPMENT-USE INVOICE (OF-286), ALL EMERGENCY EQUIPMENT SHIFT TICKETS (OF-297) AND EMERGENCY EQUIPMENT FUEL AND OIL ISSUES (OF-304) WILL BE SENT HOME WITH STATE AND COUNTY RESOURCES.

**EXHIBIT C
EQUIPMENT USE RATES**

EQUIPMENT DESCRIPTION	ICS TYPE	Unmanned Work Rate	Special Rate	Minimum Guarantee
FEPP or Ex-Military 6X6 750+ gal ² engine ³	4X	\$78.00/hr	NA	4
FEPP (GFD Plates) 4X4 150 - 400 gal ² engine ⁵	5/6X	\$28.00/hr	NA	4
AWD 500-750 gal ² engine ³ (AWD-All Wheel Drive)	3X/4X	\$94.00/hr	NA	4
AWD 150-400 gal ² engine ³	5/6X	\$69.00/hr	NA	4
RWD 401-750 gal ² engine ³ (RWD - Rear Wheel Drive)	4/5	\$41.00/hr	NA	4
RWD 150 - 400 gal ² engine ³	5/6	\$25.00/hr	NA	4
1,000 GPM/300 gal ² engine ³	Type 1	\$127.00/hr	NA	4
500 GPM/300 gal ² engine ³	Type 2	\$94.00/hr	NA	4
4000+ gal water tender	Type 1	\$114.00/hr	NA	4
2,501 - 3,999 gal water tender	Type 2	\$94.00/hr	NA	4
1,000 - 2,500 gal water tender	Type 3	\$83.00/hr	NA	4
Portable pumps ¹		NA	\$144.00/day ¹	NA
Drop Tank (fold-a-tank)		NA	\$86.00/day ¹	NA
ATV - 2 Wheel Drive		NA	\$52.00/day ¹	NA
ATV - 4 Wheel Drive		NA	\$63.00/day ¹	NA
ATV - 6 Wheel		NA	\$75.00/day ¹	NA
Fire Line Vehicle (Only hours USED on Fire Line ⁵)			\$ 29.00/hr ¹	NA
Sedan Van/Station Wagon		\$.55/mi	\$ 52.00/day ¹	NA
4X2 Truck - Compact		\$.55/mi	\$ 40.00/day ¹	NA
4X2 Truck - 1/2 Ton		\$.55/mi	\$ 47.00/day ¹	NA
4X2 Truck - 3/4 Ton		\$.55/mi	\$ 53.00/day ¹	NA
4X2 Truck - 1 Ton		\$.55/mi	\$ 66.00/day ¹	NA
4X4 Sport Utility		\$.55/mi	\$ 66.00/day ¹	NA
4X4 Suburban/Excursion		\$.55/mi	\$ 74.00/day ¹	NA
4X4 Truck - Compact		\$.55/mi	\$ 47.00/day ¹	NA
4X4 Truck - 1/2 Ton		\$.55/mi	\$ 53.00/day ¹	NA
4X4 Truck - 3/4 Ton		\$.55/mi	\$ 60.00/day ¹	NA
4X4 Truck - 1 Ton		\$.55/mi	\$74.00/day ¹	NA
Crew Buggy 4X4 Crew Cab		\$.55/mi	\$ 74.00/day ¹	NA
Communications/Mechanics Vehicle		\$1,323.00/day	NA	NA
Mobile Cache ⁵		\$525.00/day		5
Truck tractor with trailer / 1 driver			\$159.00/hr ⁶	6
Truck tractor with trailer / 2 drivers			\$190.00/hr ⁶	6
75 - 114 HP Motor Grader (Volvo G60,G66; Fiat Allis 65C; Champion C50A,C60A)	4	\$101.00/hr	NA	\$ 808.00
115 - 144 HP Motor Grader (Volvo G710; Cat 120H,135H; JD 670C, 670C II; Case 845)	3	\$116.00/hr	NA	\$ 928.00
145 - 199 HP Motor Grader (Case 865; Cat 12H,140H; JD 670CH II,770C; Volvo G720)	2	\$133.00/hr	NA	\$ 1,064.00
200+ HP Motor Grader (Case 885; Cat 14H,16H; JD 772CH II; Volvo G720,G720B)	1	\$221.00/hr	NA	\$ 1,768.00
50 - 99 HP Dozer (Case Hd-4,6+,Hd-11b,550+;Cat D-3+,D-4+;JD450+,550,650+,750C-D)	3	\$107.00/hr	NA	\$ 856.00
100-199 HP Dozer (Case 1150B-D; Cat D5-B,D-5H; JD 700H,JD-750,750B; Terex 82-20)	2	\$147.00/hr	NA	\$ 1,176.00
200 HP + Dozer (Cat D-7R,D-8H; Terex 82-20B, 82-30; Int'l Dressta TD-25C, TD-25E)	1	\$206.00/hr	NA	\$ 1,648.00

ALL EQUIPMENT IS AT A WET RATE.

¹ Rate is in addition to work rate. This rate only applies if the equipment is used. No Special Rate is authorized for equipment sitting in camp.

² Refers to tank capacity. For tanks exceeding above limits, add \$.50 for each additional 100 gallon capacity. This becomes the unmanned work rate.

³ If engine has metered foam capability add \$3.00 to work rate, if engine has a CAFS (compressed air foam system) capability add \$6.00 to work rate.

⁴ Minimum guarantee is eight hours times the unmanned work rate. Actual hours of work will apply to the first and last day of use.

⁴ See EXHIBIT D, page 1 for specifications on engine hours during transport

⁵ See EXHIBIT D, for specifications.

⁶ See EXHIBIT E, page 2, Section 7.

ENGINE AND WATER TENDER TYPING

Requirements	ENGINE TYPE						
	Structure		Wildland				
	1	2	3	4	5	6	7
Tank Minimum capacity (gal)	300	300	500	750	400	150	50
Pump minimum flow (gpm)	1000	500	150	50	50	50	10
@ rated pressure (psi)	150	150	250	100	100	100	100
Hose 2½"	1200	1000	-	-	-	-	-
1½"	500	500	1000	300	300	300	-
1"	-	-	500	300	300	300	200
Ladders Per NFPA 1901	YES	YES	-	-	-	-	-
Master Stream 500 gpm min.	YES	-	-	-	-	-	-
Pump and roll	-	-	YES	YES	YES	YES	YES
Maximum GVWR (lbs)	-	-	-	-	26,000	19,500	14,000
Personnel (min)	4	3	3	2	2	2	2

Requirements	Water Tender Type				
	Support			Tactical	
	S1	S2	S3	T1	T2
Tank Capacity (gal)	4000	2500	1000	2000	1000
Pump minimum flow (gpm)	300	200	200	250	250
@ rated pressure (psi)	50	50	50	150	150
Max. Refill Time (minutes)	30	20	15	-	-
Pump and roll				YES	YES
Personnel (min)	1	1	1	2	2

1. All types shall meet federal, state and agency requirements for motor vehicle safety standards, including all gross vehicle weight ratings when fully loaded.
2. Type 3 engines and tactical water tenders shall be equipped with a foam proportioner system.
3. All water tenders and engine types 3 through 6 shall be able to prime and pump water from a 10 foot lift.
4. Personnel shall meet the qualification requirement of NWCG *Wildland Fire Qualification System Guide*, PMS 310-1

Common Additional Needs – Request as Needed

All Wheel Drive (includes four wheel drive)

High pressure pump (250 psi at one half flow of Type)

Foam Proportioner

Compressed Air Foam System (CAFS) 40 cfm minimum

Additional Personnel

These tables list the NWCG type minimum requirements for engines and water tenders. Please use these types when requesting engines and water tenders.

REVISED 10/2007
NWCG # 006-2008
Engine and Water Tender
Typing Standards

EXHIBIT D
Special Rates and Documentation

Payment for Drop Tank(s)/Portable Pumps(s) will only be made if the Incident requests their use outside the area the engine is assigned.

Payment for equipment listed in this agreement, and on the Emergency Equipment Rental Agreement, Form OF-294, will be processed from the Emergency Equipment Use Invoice, Form OF-286, and signed by a Government official. An Emergency Equipment Rental Agreement, Form OF-294, will be required for equipment not listed in Exhibits C of this agreement. The Emergency Equipment Rental Agreement must also be signed by an authorized Government official.

Fuel usage will be documented on Emergency Equipment Fuel & Oil Issue, Form OF-304, or reasonable facsimile, and attached to the OF-286 (Use Invoice).

Engines while in transport will receive actual hours of transport, but not to exceed 8 hours per day at the work rate of the engine. Work hours are in addition to transport hours. Examples: an engine is transported for 6 hours and worked 8 hours, the pay will be 14 hours (6 hours transport plus 8 hours worked) or; an engine is transported for 12 hours and worked 4 hours, the pay shall be 12 hours (8 hours transport plus 4 hours worked).

Engines being driven to the incident will receive actual hours.

FIRE LINE VEHICLES will use appropriate mileage/daily rates in Exhibit C while traveling from and returning to their base and between incidents if reassigned to a different incident from the original dispatch. If both mileage and hourly rate are claimed in the same day, then the special rate will not apply. Vehicle rates for actual hours worked will be applicable when the vehicle is **WORKED ON THE FIRE LINE**.

Fire Line Vehicles must meet the following criteria:

Four Wheel Drive	First Aid Kit
Seating For 3 Persons	Fire Extinguisher
Field Programmable Mobile Radio	Shovel
Emergency Lighting	

Federal Excess Personal Property (FEPP) used as a Fire Line Vehicle does not qualify for the \$29.00/hour rate. Use appropriate mileage/daily rates in Exhibit C for FEPP equipment used as a Fire Line Vehicle.

Dry Rate – The government furnishes all operating supplies after the equipment arrives at the incident.

Wet Rate – The contractor furnishes all operating supplies

Claims settlement is agency specific and remains the responsibility of the agency with jurisdiction over the incident. Agency Administrators may limit the level and authorities of

EXHIBIT D
Special Rates and Documentation

assigned personnel. Procurement personnel shall request direction for claims resolution from the agency upon assignment. Contracting Officers shall use experience and judgment in deciding a fair and equitable settlement and take into consideration such things as contractor vs. government furnished operator.

Normal Wear and Tear: The term “normal wear and tear” includes, but is not limited to:

1. Hoses that burst due to excessive pressure (PSI), old age, or deterioration of material during use.
2. Brush scratches on the body of the vehicle.
3. Punctures tears, blisters, or destruction of tires and/or sidewalls due to rocks or sticks normal to the working environment.
4. It is anticipated that there will be wear on the paint on the inner and outer surfaces of the vehicle, top, sides, rails, and tailgate. There may also be chips from flying rocks and minor bumps and dents on both the sheet metal and the bumpers.
5. Clogged air filters and oil filters from dust during off highway driving.
6. Damage or failure of shocks or power train (steering linkage and suspension) by either fatigue or part failure due to age, manufacturer defect or operator. Power train includes engine, clutch, transmission, transfer case, driveline, front and rear differentials, axles, wheels, and bearings.

All equipment time will be posted on an Emergency Equipment Use Invoice (OF-286). The original and contractors copy of the Emergency Equipment Use Invoice and Emergency Equipment Shift Tickets will be returned with the responsible leader when demobed or reassigned to another incident.

Only systematic metering units will increase the rate by \$3.00 per hour. Any other foam capabilities, such as educted, siphoned, P.O.K. nozzles, or when the foam is dumped directly into the tank, will not receive the \$3.00 per hour additional compensation.

Mobile Cache: The Mobile Cache inventory will include the following items to meet the minimum standards:

The vehicle used to tow the Mobile Cache Van will use appropriate mileage/daily rates in Exhibit C while traveling to and from incidents. The daily rate of the Cache is an unmanned rate. Owner of the Cache will supply a manager at the Receiving & Distribution Manager (RCDM) rate on Exhibit F.

EXHIBIT D
Special Rates and Documentation

Camp Accommodations Items	Fire line Tools
Administrative/Ground Support Kit Batteries – 1 brick ea. AAA,AA,C&D Coffee Pot, coffee – 1 Cots – 2 Garbage Bags –roll – 1 Gas Cans – 5 gallon – 3 Hammer 2 ½ - 1 Maps Matches Paper Towels – case – 1 Parachute Cord – roll - 1 Pin Board - 1 Posts - iron – 12 Post Pounder – 1 Tables-4 Chairs-8 Tape - packing or duct - 1 Tarps – 2 Tent – two man –1 Tent Fly-Large for shade-1	Tool Kit-small-1 Light sticks-bx-1 Toilet paper-cs-1 Visqueen-lg.rl-1 Hand soap btl-6 General Message Fr. Carport 10X20 Belt Weather Kit – 1 Combi Tools - 10 Drip Torches – 2 Files – flat – box - 1 Fusses – case - 1 Mclouds – 4 Mop Up Kit - 2 Pulaski’s – 10 Rakes – 2 Shovels – 10 Chainsaw files 7/32- box-1 Bladder bags-6
Personal Protective Items	Safety Items
Chain Saw Chaps – pair – 1 Ear Plugs – case - 1 Gloves – pair – 12 ea M. -24 ea L,XL Helmets - 6 Nomex Shirts – 6 ea.-M,L,XL Nomex Pants- 6 ea. M,L,XL	Bottled Water – cases – 2 EMT Kit – 100 man - 1 Flagging - box –2 box-3 killer tree Lanterns-2-D cell Florescent-4 Head lamps - 10 Water Cubes-8 MRES – cases - 4
Water Handling Accessories	Water Storage
Hose Clamps – 5 Nozzles 1inch – 20 Reducers 1 x ¾ inch - 24 Reducers 1 ½ x 1 inch – 24 Gated Y’s – ¾ inch – 30 Gated Y’s – 1 inch – 20 Gated Y’s – 1 ½ inch – 15 Ball Valves – ¾ inch – 30 Hose 50ft rolls – ¾ inch – 100 Hose 100ft – 1 inch - 50 Hose 100ft rolls – 1 ½ inch – 50 Nozzles – Garden – 30 Nozzles – Forestry – 6 Water Manifold – 5 way – ¾ inch - 1 Water Pump – Mark 3 - 1	Blivet – 134 Gallon – 1

EXHIBIT D-1



**STATE OF WYOMING
WOLFS-109(a)**

The State of Wyoming must have a properly completed form before payment will be made.

**PLEASE RETURN THIS FORM TO
STATE AGENCY CONTACT**

STATE AGENCY INFORMATION

Agency #, Agency Name, Contact Name,
Title, Address; Phone #

Print or type - See Specific Instructions on page 2. The State Auditor's Office has adopted the W-9 Form, adding a Wyoming heading and Part III for EFT payment.

Name (as shown on your income tax return)	
Business name, if different from above:	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ----- <input type="checkbox"/> Other (see instructions) ▶	<input type="checkbox"/> Exempt payee
Address (number, street, and apt. or suite no.)	
City, state, and ZIP code	
Type of Business	
PART I	Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3. Note. If the account is in more than one name, see the chart on pages 3 and 4 for guidelines on whose number to enter.	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td align="center" colspan="2">Social security number</td> </tr> <tr> <td align="center">:</td> <td align="center">:</td> </tr> <tr> <td align="center" colspan="2">or</td> </tr> <tr> <td align="center" colspan="2">Employer identification number</td> </tr> <tr> <td align="center">:</td> <td align="center">:</td> </tr> </table>	Social security number		:	:	or		Employer identification number		:	:
Social security number											
:	:										
or											
Employer identification number											
:	:										

PART II	Certification
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- Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
 3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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PART III	DIRECT DEPOSIT (EFT) AUTHORIZATION: Attaching a copy of a voided check from your checking account authorizes payment to you by EFT.
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ATTACH COPY OF VOIDED CHECK HERE

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to

reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker, and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see Special rules for partnerships.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for is regarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding. The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for...	THEN the payment is exempt for...
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an TIN, see *How to get a TIN* below.

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see Limited liability company (LLC) on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise. For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see Exempt Payee on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply.

If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester	
For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings The actual owner ¹ trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ³
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 1.

9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**Request for Taxpayer
Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name” line.

Limited liability company (LLC). Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business name” line.

Other entities. Enter your business name as shown on required federal tax documents on the “Name” line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the “Business name” line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the “Exempt payee” box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

EXHIBIT E

Tractor Trailer Fire Engine Transport Policy

1. Tractor trailers may be contracted by the counties for transport of engines with approval from the incident, utilizing Optional Form 294 (Emergency Contract Haul Agreement), as per example. (Recommend utilizing Bonded ICC carriers when available)
2. If dispatched as part of a strike team:
 - a. A staging area will be selected within the State prior to leaving the Wyoming borders.
 - b. Driving policy will consist of a sprint & stop procedure of approximately 250 miles LED by the Strike Team Leader. Should this procedure cause any disconnect resulting in loss of travel time the STL shall return to a within sight convoy.
 - c. A contact telephone number for any loss of vehicles in convoy will be determined at time of mobilization.
3. 2 certified drivers will be provided by the trucking firm/owner in compliance with DOT regulations for extended travel time. These regulations indicate a single driver may not drive in excess of 11 hours and 2 drivers may drive for 8 consecutive days before a rest period is required.
4. The truck tractor owner is responsible for and must have liability, collision and \$200,000 minimum cargo insurance for fire engines. The owner must also have State and Federal authority to haul equipment.
5. The truck tractor owner/driver is responsible for any required permits.
6. Tractor trailers will be paid only for actual trips driven. (empty or loaded)
7. Tractor trailers will be paid at the rate for trip hours.

Trip Hours – The number of hours it takes from time of dispatch from home base to unloading of equipment at incident, minus sleep time if required. (This time will be used as a guideline for any other return trips.) Determination of time for an undriven leg will be computed by dividing the road map mileage by 50 mph.
8. If drivers are carded fire fighters, they may be used on the engines.
9. Payment for the Contract will be made in 60-90 days.
10. County/State fire organizations will carry credit cards for the purchase of non-contractual strike team fuel.
11. For Out-of-State dispatches 36 hour notice of intention to demobilize engines should be given to the Single Resource Boss so that arrangement for engine transport can be made.

EXHIBIT E

Tractor Trailer Fire Engine Transport Policy

12. All transporting costs incurred by the county and/or state are reimbursable by the incident.
13. When the Tractor/Trailer with operator(s) is requested to stay on the incident or stage up, and the operator(s) agree, the rate will be a daily minimum of 8 hours times the work rate listed in Exhibit C. If the operator(s) work as firefighter(s) the listed work rate in Exhibit C will be reduced by **the FFD rate (in Exhibit F) per operator.**

EXHIBIT F
WYOMING FIREFIGHTERS PAY PLAN

Employment of **Wyoming** fire fighting personnel may be made according to the provisions of this Pay Plan when any of the following situations exist:

1. To fight an ongoing incident.
2. During unusual dry periods or when incident danger is very high to extreme (Class 4 or 5), or when fuel or weather conditions are such that incidents can readily ignite, spread rapidly, and do substantial damage and when risks of incident occurrence are high. Examples of high risks are when the above conditions exist and:
 - a. unusual lightning activity is present or is predicted;
 - b. incendiary outbreaks occur; or
 - c. an unusual large number of people are present (opening day of hunting season, fishing season, 4th of July or Labor Day weekend, etc.)
3. Orders for additional incident personnel to be placed on stand-by or severity.
4. To temporarily replace members of fire suppression crews or fire management personnel who are currently on incidents.
5. Prescribed fires/fire use fires.

Under no conditions may active members of the Armed Forces be employed.

The Incident Official-in-Charge has the final authority to accept or reject any person for employment under this Plan.

Travel time starts when you arrive at the place and time the County Warden has designated as the departure point (usually the fire hall). Travel time stops when you arrive in camp and have unloaded or parked the engine.

If you have to travel more than a half hour from your home to the departure point, you may claim it as travel time.

All breaks of more than three hours and all meal breaks while traveling to and from the incident need to be shown.

All hours of employment under this Pay Plan will be recorded as either on-shift or off-shift. All on-shift time is compensable; all off-shift time is non-compensable.

On-shift consists of time spent traveling from and to the point of hire and related waiting time, and other travel necessary for the performance of work, such as from incident camp to incident line or between incident camps; staging/ordered standby; and actual work. Off-shift consists of time allowed for sleeping and eating when free from assigned duty; and other periods free from duty. Staging/ordered standby is when, at the direction of an Incident official, an employee is held in a specific location fully outfitted and ready for immediate assignment, within a three minute notice.

EXHIBIT F
WYOMING FIREFIGHTERS PAY PLAN

Employees assigned to a general area, or incident camp, by an Incident official for 8 or more hours in a given shift, will be given enough on-shift time (travel, actual work) to total a minimum of 8 compensable hours for their assigned shift. This 8-hour guarantee is not to be used on the first and last day of employment.

All County and State resource orders canceled while enroute to an incident will return to home base immediately unless repositioning is approved by the resources ordered. Approval will not be granted without consent of 100% of the counties involved with the order being canceled. If repositioning is approved, manpower will be paid a minimum of eight hours per day and all equipment will receive the daily minimum guarantee. All equipment and manpower will be released if not assigned within 24 hours of arriving at the repositioning location. Equipment and manpower will be released if not used within 24 hours of coming off their last assigned shift.

Minimum compensable time allowance for each employment period is 2 hours. Thereafter, time will be computed in multiples of 30 minutes.

The FF rate shown for each classification is the rate per hour to be paid for all service required for each employee. Premium compensation of one and one half times the hourly rate will not be paid for FF rates.

All transportation required from point of hire until return to point of hire will be at the requesting unit's expense. When an employee is released for cause, or quits without good reason before the emergency is over, pay will be stopped at the time services are terminated. However, return transportation to the point of hire may be allowed such an employee at the option of the Incident Official-in-Charge.

Personnel on the fireline may be compensated for meal periods if the fire is not controlled; the Operations Section Chief makes a decision that fire personnel remain at duty post as they eat; if it is approved by the Supervisor at the next level of the Single Resource Boss; and that it is appropriately documented on the Crew Time Report, SF-261. After control of fire and for support personnel, a meal period of at least 30 minutes must be taken for each six (6) hours on duty.

Whenever deemed practical and necessary by the Incident Official-in-Charge, the Government will furnish subsistence and lodging without cost. There will be no additional compensation for subsistence or lodging which the employee may furnish.

Such employees are not entitled to earn or be granted annual or sick leave, or entitled to coverage under the Federal Employees' Group Life Insurance Act (5 USC 87), Civil Service Retirement Act (5 USC 83), Federal Employees' Retirement System (5 USC 84), or the Federal Employee's Health Benefits Act (5 USC 89). However, they are covered, while on federal land incidents, by the provisions of the Federal Employees' Compensation Act (5 USC 81).

The Immigration Reform and Control Act of 1986 (Public Law 99-603, dated November 6, 1986) requires employees to hire only individuals who are eligible to work in the United States. This law also requires the completion of Form I-9 to be completed within 3 business days of the appointment. State agencies and counties will have the Form I-9 completed and on file.

EXHIBIT F
WYOMING FIREFIGHTERS PAY PLAN

Employments under this Act must include the social security number of the employee. Individuals without a permanent social security number must be assigned a temporary number. Employees must be furnished a notice of mandatory social security number disclosure at the time of hire.

Commissary privileges are authorized and the cost will be deducted from individual's time sheet.

For out-of-state dispatch the above personnel are committed to two weeks of incident activities exclusive of travel time.

For out-of-state dispatches 36 hour notice of intention to demobilize engines should be given so arrangements for engine transport can be made.

On dispatches, the Wyoming State Travel Policy will be used for travel to and from the incident and when lodging and/or meals are not provided by the incident. Meals provided by the incident, other than those on days departing from or arriving to home unit, will be deducted. First and last days of travel, (leaving from home unit and arriving back at home unit) will be at 75% of the travel rate. Current M&IE rates can be found at <http://www.gsa.gov/>. Motel receipts are required. Exhibit F-1 will be used to verify these expenses.

EXHIBIT F
WYOMING FIREFIGHTERS PAY PLAN

FF RATE	COMMAND	OPERATIONS	LOGISTICS	FINANCE	PLANS	OTHER
FF A \$15.00			<ul style="list-style-type: none"> • Kitchen/ camp helper (camp) • Radio operator (RADO) 			<ul style="list-style-type: none"> • Driver, up to & Including 1 ton (DRVP)
FF B \$20.00		<ul style="list-style-type: none"> • Hand Crew Member (FFT2) • Swamper (THSP)¹ 	<ul style="list-style-type: none"> • Camp Crew Squad Boss • Supply Clerk • Tool & Equip Spec (TESP) • Aircraft Base Radio Operator (ABRO) • Cook (THSP) 		<ul style="list-style-type: none"> • Display processor(DPRO) 	<ul style="list-style-type: none"> • Clerk (CASC) • Driver, Over 1 ton and up to 4 tons, no CDL required (DRVS) • Expanded Dispatch Recorder (EDRC) • Driver (DRIV) No CDL Required
FF C \$25.00	•	<ul style="list-style-type: none"> • Squad Boss (FFT1) (ENOP) • Sawyer/FALA up to 12" dbh • Helicopter Crew Member (HECM) 	<ul style="list-style-type: none"> • Mechanic's helper (THSP) 	<ul style="list-style-type: none"> • Personnel time recorder (PTRC) • Equipment time recorder (EQTR) • Commissary Manager (CMSY) • Comp/Injury specialist (INJR) • Claims specialist (CLMS) 	<ul style="list-style-type: none"> • Status/Check -In Recorder (SCKN) 	<ul style="list-style-type: none"> • Computer Data Entry Recorder (CDER) • Support Dispatcher (EDSD)
FF D \$31.00	• IC/Initial Attack (ICT5)	<ul style="list-style-type: none"> • Single Resource Boss (CRWB, DOZB, ENGB, FIRB, FELB, HELB) • Deck Coordinator (DECK) • Loadmaster (LOAD) • Staging area manager (STAM) • Sawyer/FALB up to 24" dbh • Heavy Equipment Operator (THSP)¹ / (DOZ1) • Air tanker coordinator (ATCO) • Aerial Observer (AERO)¹ • Helicopter manager (HCWN) 	<ul style="list-style-type: none"> • Head Cook, First Cook (COOK) • Incident Communication Tech (COMT) • Incident Communications Center Manager (INCM) • Emergency medical Basic (EMTB)¹ • Base/camp manager (BCMG) • Ordering Mgr (ORDM) • Receiving & Dist Mgr (RCDM) • Equipment manager (EQPM) • Security manager (SECM) 		<ul style="list-style-type: none"> • Training Specialist (TNSP) • Documentation Unit Leader (DOCL) • Field observer (FOBS) 	<ul style="list-style-type: none"> • Driver (DRIV) CDL Required

EXHIBIT F
WYOMING FIREFIGHTERS PAY PLAN

FF RATE	COMMAND	OPERATIONS	LOGISTICS	FINANCE	PLANS	OTHER
FF G \$40.00	<ul style="list-style-type: none"> • Safety officer (SOF3) • Information officer (IOF3) • Agency Rep (AREP)¹ • IC/initial attack (ICT4) 	<ul style="list-style-type: none"> • Air tanker Base Manager (ATBM) • Helibase manager (HEB2) • Helicopter coordinator (HLCO) • Strike team leader • Task force leader (TFLD) • Water Handling Specialist (THSP)¹ 	<ul style="list-style-type: none"> • Mechanic (GMEC) • Emergency medical technician Intermediate (EMTI)¹ (in state only) 		<ul style="list-style-type: none"> • Infrared interpreter (IRIN) • Incident meteorologist (IMET) 	<ul style="list-style-type: none"> • Hazardous Materials Specialist (THSP)¹ • Incident Business Advisor (IBA3) • Supervisory dispatcher (EDSP) • Mixmaster (MXMS) • GIS Specialist (THSP)¹ • Fire Chief • Zone Warden /Deputy Zone Warden
FF H \$43.00	<ul style="list-style-type: none"> • IC/extended attack (ICT3) • RXB2 	<ul style="list-style-type: none"> • Div. group supervisor (DIVS) • Air support group supervisor (ASGS) • Air tactical group supervisor (ATGS) • RX11 • Professional faller/FALC 24" dbh or greater • Structural Protection Specialist (STPS) • Helibase Manager, Type 1 (HEB1) 	<ul style="list-style-type: none"> • Unit Leaders (COML, MEDL, FDUL, SPUL, FACL, GSUL, Food Service Sergeant) • Emergency Medical Technician Paramedic (EMTP)¹ 	<ul style="list-style-type: none"> • Unit Leaders (COMP, COST, TIME, PROC) 	<ul style="list-style-type: none"> • Unit Leaders (SITL, RESL, DMOB) • Fire Behavior analyst (FBAN) • Fire Investigator (FINV)¹ 	<ul style="list-style-type: none"> • Computer Technical Specialist (CTSP)¹
FF J \$46.00	<ul style="list-style-type: none"> • IC, type 2 (ICT2) • RXB1 • RXM2 • Information Officer, type 2 (IOF2) • Safety Officer, type 2 (SOF2) • Command Staff, type 2 	<ul style="list-style-type: none"> • Operations Section Chief, type 2 (OSC2) • Air Operations Branch Director (AOBD) • Operations Branch Director (OPBD) 	<ul style="list-style-type: none"> • Logistics Section Chief, type 2 (ISC2) 	<ul style="list-style-type: none"> • Finance Section Chief, type 2 (FSC2) 	<ul style="list-style-type: none"> • Planning Section Chief, type 2 (PSC2) 	<ul style="list-style-type: none"> • Incident business advisor (IBA2) • Expanded Dispatch Coordinator (CORD) • County Fire Warden • Deputy County Fire Warden
FF K \$54.00	<ul style="list-style-type: none"> • Incident Commander, Type 1 (ICT1) • Information Officer, type 1 (IOF1) • Safety Officer, type 1 (SOF1) 	<ul style="list-style-type: none"> • Operations Section Chief, type 1 (OSC1) • Aircraft Pilot¹ 	<ul style="list-style-type: none"> • Logistics Section Chief, type 1 (LSC1) 	<ul style="list-style-type: none"> • Finance Section Chief, type 1 (FSC1) 	<ul style="list-style-type: none"> • Planning Section Chief, type 1 (PSC1) 	<ul style="list-style-type: none"> • Incident Business Advisor (IBA1)

¹ RATE APPLIES ONLY IF DISPATCHED AS THIS POSITION.

FF RATES WILL BE PAID AT THE INDIVIDUALS HIGHEST, FULLY QUALIFIED RATE.

EXHIBIT F
WYOMING FIREFIGHTERS PAY PLAN

The following positions will **ONLY** receive the respective rate if the individual is ordered for the specific position: Agency Rep (AREP), Aerial Observer (AREO), Water Handling Specialist (THSP), Aircraft Pilot, Fire Investigator (FINV), Computer Technical Specialist (CTSP), Emergency Medical Technician Basic/Intermediate/Paramedic (EMTB)/(EMTI)/(EMTP), and all Technical Specialists (THSP).

Salaries for the Federal/State/County employees will be paid at the established rate in effect for that individual at the time of the incident. All firefighter's times will be posted on the Emergency Fire Fighter Time Reports (OF-288). The signed original, and one copy will be returned with the individual or responsible leader when demobed or reassigned to another incident. Leave travel home open.

Travel time home will be finalized by the home unit.

If a county owned cache van/trailer is ordered, the person manning the cache van/trailer will be paid at the FF rate of the Receiving & Distributing Manager (RCDM).

EXHIBIT G

FIRE COMPLEXITY ANALYSIS

The following questions are presented as a guideline to assist the responsible line officer in analyzing the complexity or predicted complexity of a fire situation. Because of the time required to assemble and move an overhead team to an incident, this checklist should be completed when a fire escapes initial attack and be kept as a part of the fire records. As the situation becomes more complex, this checklist should be completed to assure adequate lead time in requesting any necessary assistance.

Use of the Guide:

1. Analyze each element and check the response yes or no.
2. If positive responses exceed or are equal to negative responses within any primary factor (A through G), the primary factor should be considered as a positive response.
3. Determine fire complexity from the number of primary factors (A through G) that are rated positive.

Number of Primary Factors (A-G) Rated Positive	Fire Complexity
0-1	Class III
2-3	Class II
4+	Class I

4. It must be emphasized that this analysis should, where possible, be based on predictions to allow adequate time for assembling and transporting the order resources.

EXHIBIT G

FIRE COMPLEXITY ANALYSIS GUIDE				
A.		FIRE BEHAVIOR – Served or predicted	YES	NO
	1.	Burning Index (From onsite weather measurements) predicted to be 80 th percentile or higher using the major fuel model in which the fire is burning.	<input type="checkbox"/>	<input type="checkbox"/>
	2.	Potential for “blowup” conditions (terrain, fuel moistures, winds, unusual fuel, etc.)	<input type="checkbox"/>	<input type="checkbox"/>
	3.	Crowning long range spotting, or fire whirls observed even during “cool periods” (night).	<input type="checkbox"/>	<input type="checkbox"/>
	4.	No relief forecast.	<input type="checkbox"/>	<input type="checkbox"/>
		TOTALS		
B.		PERSONNEL	YES	NO
	1.	200 or more people per shift	<input type="checkbox"/>	<input type="checkbox"/>
	2.	Two or more divisions	<input type="checkbox"/>	<input type="checkbox"/>
	3.	Wide variety of Special Support personnel or equipment (military, MAFFS, etc.)	<input type="checkbox"/>	<input type="checkbox"/>
	4.	Are the majority of the local initial attack resources committed to this fire?	<input type="checkbox"/>	<input type="checkbox"/>
		TOTALS		
C.		CULTURAL RESOURCES THREATENED	YES	NO
	1.	Urban interface	<input type="checkbox"/>	<input type="checkbox"/>
	2.	Summer homes	<input type="checkbox"/>	<input type="checkbox"/>
	3.	Other developed areas (industrial, etc.)	<input type="checkbox"/>	<input type="checkbox"/>
	4.	Archeological sites.	<input type="checkbox"/>	<input type="checkbox"/>
	5.	Rare or endangered species (habitat)	<input type="checkbox"/>	<input type="checkbox"/>
	6.	Other special resources	<input type="checkbox"/>	<input type="checkbox"/>
		TOTALS		
D.		SAFETY	YES	NO
	1.	Extended exposure to unusually hazardous line conditions.	<input type="checkbox"/>	<input type="checkbox"/>
	2.	Serious accident or fatality.	<input type="checkbox"/>	<input type="checkbox"/>
	3.	Is there a substantial air operation that is not properly staffed.	<input type="checkbox"/>	<input type="checkbox"/>
	4.	Any other safety problem.	<input type="checkbox"/>	<input type="checkbox"/>
		TOTALS		
E.		OWNERSHIP	YES	NO
	1.	Fire burning on more than one land ownership.	<input type="checkbox"/>	<input type="checkbox"/>
	2.	Potential for claims (damages)	<input type="checkbox"/>	<input type="checkbox"/>
	3.	Different or conflicting management objectives.	<input type="checkbox"/>	<input type="checkbox"/>
	4.	Disputes suppression responsibility.	<input type="checkbox"/>	<input type="checkbox"/>
	5.	Other	<input type="checkbox"/>	<input type="checkbox"/>
		TOTALS		
F.		EXTERNAL INFLUENCES	YES	NO
	1.	Controversial fire policy	<input type="checkbox"/>	<input type="checkbox"/>
	2.	Preexisting controversies	<input type="checkbox"/>	<input type="checkbox"/>
	3.	Sensitive media relationships	<input type="checkbox"/>	<input type="checkbox"/>
	4.	Smoke management problems	<input type="checkbox"/>	<input type="checkbox"/>
	5.	Other external influences	<input type="checkbox"/>	<input type="checkbox"/>
		TOTALS		
G.		EXISTING OVERHEAD	YES	NO
	1.	Existing overhead worked 2 shifts without success.	<input type="checkbox"/>	<input type="checkbox"/>
	2.	Have overhead overextended themselves (mental or physical)	<input type="checkbox"/>	<input type="checkbox"/>
		TOTALS		

REMARKS:

EXHIBIT G

Glossary of Terms:

Potential for blow-up conditions - any combinations of fuels, weather, and topography excessively endangering personnel.

Rare or endangered species - threat to habitat of such species, or in the case of flora, threat to the species itself.

Smoke management - any situation which creates a significant public response such as smoke in a metropolitan area or visual pollution in high use scenic areas.

Extended exposure to unusually hazardous line conditions - extended burnout or backfire situations, rock slides, cliffs, extremely steep terrain, abnormal fuel situations such as frost killed foliage, etc.

Disputed suppression responsibility - any fire where responsibility for suppression is not agreed upon due to lack of agreements or different interpretations, etc.

Controversial fire policy - escaped management fires are one example of this. Another is differing fire policies between suppression agencies when the fire involves multiple ownership.

Pre-existing controversies - these may or may not be fire management related. Any controversy drawing public attention to an area may present unusual problems to the fire overhead and local management.

Have overhead overextended themselves mentally or physically this is a critical item that requires judgment by the responsible line officer. It is difficult to write guide lines for this judgment because of the wide differences between individuals. If, however, the line officer feels the existing overhead cannot continue to function efficiently and take safe and aggressive action due to either mental or physical reasons, assistance is mandatory.

EXHIBIT H

COST SHARE AGREEMENT

Per clause 43 of the master Wyoming Cooperative Fire Management Agreement the following is the Cost Share Agreement between the Agencies/Counties identified below as it was negotiated for the following incident.

INCIDENT NAME: _____

INCIDENT NUMBER BY AGENCY: _____

START DATE AND TIME: _____

JURISDICTIONS: _____

CAUSE: _____

INCIDENT COMMAND STRUCTURE: _____

INCIDENT COMMANDER(S): _____

This Cost Share Agreement between _____

And _____

And with the cooperation of _____

was prepared under the authorities provided by: _____

1. The Cooperative Fire Management Agreement #: _____

Agency Representatives participating in development of Cost Share Agreement:

Agency: _____

Agency: _____

Name: _____

Name: _____

Title: _____

Title: _____

Agency: _____

Agency: _____

Name: _____

Name: _____

Title: _____

Title: _____

COST SHARE AGREEMENT FOR THE _____ INCIDENT

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

Rationale used in developing this cost agreement:

The following section is optional but will be used if costs are calculated on a percentage basis:

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

EXHIBIT H

COST SHARE AGREEMENT SIGNATURE PAGE

This Agreement and the apportionment contained are our best judgments of Agency cost responsibilities.

Signature: _____ Date: _____
AGENCY: _____
MAILING ADDRESS: _____ Phone: _____

Signature: _____ Date: _____
AGENCY: _____
MAILING ADDRESS: _____ Phone: _____

Signature: _____ Date: _____
AGENCY: _____
MAILING ADDRESS: _____ Phone: _____

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AGENCY: _____
MAILING ADDRESS: _____ Phone: _____

Signature: _____ Date: _____
AGENCY: _____
MAILING ADDRESS: _____ Phone: _____

EXHIBIT H

ITEMS TO CONSIDER WHEN NEGOTIATING A COST SHARE AGREEMENT

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

Unit Administrator (Line Officer): the individual assigned administrative responsibilities for an established organizational unit, such as Forest Supervisors or District Rangers (USFS), Field Manager (BLM), Assistant State Forester, Fire Management or State Forester Designate (State), Regional Director or Refuge Manager (USFWS), Park Superintendent (NPS), and Agency Superintendent (BIA), and may include a county commissioner, county fire warden, fire district board, or joint powers board at the local level.

General Guidelines:

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

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

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

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

Definitions:

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

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

WYOMING STATE FORESTRY DIVISION FOR THE REPORTING OF FIRES BURNING ON STATE OF WYOMING LANDS AND WHO ARE ALSO AUTHORIZED TO DISPATCH AERIAL TANKERS ON LANDS OWNED BY STATE OF WYOMING ONLY.

1. Ray A. Weidenhaft
Fire Management Officer
1100 West 22nd Street
Cheyenne, WY 82002
Business Phone: (307) 777-5842 or 777-7586 Fax: (307) 777-5986
Home Phone: (307) 778-4183
Cell Phone: (307) 630-1864

2. Ron Graham
Assistant Fire Management Officer
1100 West 22nd Street
Cheyenne, WY 82002
Business Phone: (307) 777-3368 or 777-7586 Fax: (307) 777-5986
Home Phone: (307) 637-6911
Cell Phone: (307) 631-7333

3. Dan Perko
Deputy State Forester
1100 West 22nd Street
Cheyenne, WY 82002
Business Phone: (307) 777-5659 or 777-7586 Fax: (307) 777-5986
Home Phone: (307) 632-3547
Cell: (307) 631-2589

4. Bill Crapser
State Forester
1100 West 22nd Street
Cheyenne, WY 82002
Business Phone: (307) 777-7586 Fax: (307) 777-5986
Home Phone: (307) 638-4728
Cell: (307) 214-7843

5. District 1
Bill Kohlbrand
District Forester
P. O. Box 639
Newcastle, WY 82701
Business Phone: (307) 746-4261 Fax: (307) 746-3411
Home Phone: (307) 746-2862
Cell: (307) 631-2479

WYOMING STATE FORESTRY DIVISION FOR THE REPORTING OF FIRES BURNING ON
STATE OF WYOMING LANDS AND WHO ARE ALSO AUTHORIZED TO DISPATCH AERIAL
TANKERS ON LANDS OWNED BY STATE OF WYOMING ONLY.

(CONTINUED)

6. District 2
Reginaldo "Ike" Muniz
District Forester
1100 West 22nd Street
Cheyenne, WY 82002
Business Phone: (307) 777-5627 or (307) 777-7586 Fax: (307) 777-5986
Cell: (307) 631-2352
7. District 3
Paul Morency
District Forester
2500 Academy Road
Riverton, WY 82501
Business Phone: (307) 856-8655 Fax: (307) 856-6563
Home Phone: (307) 856-0366
Cell: (307) 851-1482
8. District 4
Dana Stone
District Forester
P. O. Box 1497
Lyman, WY 82937
Business Phone: (307) 787-6148 Fax: (307) 787-6996
Home Phone: (307) 782-6272
Cell (307) 631-2592
9. District 5
Paul Wright
District Forester
600 Veterans Lane
Buffalo, WY 82834
Business Phone: (307) 684-2752 Fax: (307) 684-7636
Home Phone: (307) 683-3370
Cell: (307) 620-1174

Contact Information for Assistant District Foresters and Managers:

1. District 1
Dick Terry
Assistant District Forester
P. O. Box 639
Newcastle, WY 82701

Business Phone: (307) 746-4261
Home Phone: (307) 746-2156
Cell: (307) 340-0937

Fax: (307) 746-3411

2. District 1
Jeremy Dedic
Assistant District Forester
P. O. Box 639
Newcastle, WY 82701

Business Phone: (307) 746-4261
Home Phone: (307) 746-2583
Cell: (307) 941-1101

Fax: (307) 746-3411

3. District 2
Bryan Anderson
Assistant District Forester
2020 Fairgrounds Road, Suite 203
Casper, WY 82604

Business Phone: (307) 234-6116
Cell: (307) 631-8347

Fax: (307) 234-6966

4. District 2
Travis Griffin
Assistant District Forester
Wyoming State Fair Office, Drawer 10
400 West Center
Douglas, WY 82633

Business Phone: (307) 358-4001
Home: (307) 315-3300
Cell: (307) 359-0976

Fax: (307) 358-6030

Contact Information for Assistant District Foresters and Managers:

5. District 3
Brian Russell
Assistant District Forester
2500 Academy Ct.
Riverton, WY 82501

Business Phone: (307) 856-8655 Fax: (307) 856-6563
Home Phone: (406) 370-1977
Cell: (307) 851-1484

6. District 4
Chris Fallbeck
Assistant District Forester
P. O. Box 1678
Pinedale, WY 82941

Business Phone: (307) 367-2119 Fax: (307) 367-2129
Home Phone: (307) 367-3093
Cell (307) 631-2594

7. District 5
Vacant
Assistant District Forester
600 Veterans Lane
Buffalo, WY 82834

Business Phone: (307) 684-2752 Fax: (307) 684-7636
Home Phone: (307)
Cell: (307)

8. Rural Fire Trainer
Mike Bournazian
2500 Academy Ct.
Riverton, WY 82501

Business Phone: (307) 856-0027 Fax: (307) 856-6563
Home Phone: (307) 332-5958
Cell: (307) 851-1474

Contact Information for Assistant District Foresters and Managers:

9. Wyoming Honor Conservation Camp
Rob Akers
Program Manager
P. O. Box 160
#40 Pippin Road
Newcastle, WY 82701

Business Phone: (307) 746-4436 ext. 227
Home Phone: (307) 746-9657
Cell: (307) 631-1676

Fax: (307) 746-3127

10. Wyoming Honor Farm
Lee Williams
Site Manager
40 Honor Farm Road
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Cell: (307) 851-3524

Fax: (307) 856-2505

11. Fire Business Manager
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Cheyenne, WY 82009

Business Phone: (307) 777-7300
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Cell: (307) 421-0065

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12. State Helicopter Program
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