

2008 Annual Operating Plan

Between

Elko District BLM

And

Twin Falls District BLM

And

State of Nevada, Division of Forestry

And

Humboldt/Toiyabe National Forest

And

West Desert District BLM

And

State of Utah, Division of Forestry, Fire, and State Lands

And

Sho-Pai Tribes – Duck Valley

And

Sawtooth National Forest

This agreement involves fire suppression and emergency activities on lands within the **State of Nevada** under the jurisdictional responsibility of the Elko District, Bureau of Land Management, Nevada Division of Forestry, Humboldt/Toiyabe National Forest, and the Sho-Pai Tribes, and their cooperators, and within the **State of Idaho** under the jurisdictional responsibility of the Twin Falls District, Bureau of Land Management, Sawtooth National Forest, the Sho-Pai Tribes and their cooperators, and within the **State of Utah** under the jurisdictional responsibility the West Desert District of the Bureau of Land Management, Utah Division of Forestry, Fire, and State Lands, and the Sawtooth National Forest.

The purpose of this operating plan is to establish mutual response areas between the parties in order to utilize the “closest forces concept” for initial response to an incident, enhance communications between agencies, and to facilitate reporting and billing requirements.

This Annual Operating Plan is authorized by:

The Reciprocal Fire Protection Act of September 6, 2002 (42USC-185a)

The Cooperative Fire Protection Agreement (August 29, 2001) between the United States Department of Interior-Bureau of Land Management and Bureau of Indian Affairs, United States Department of Agriculture-United States Forest Service Regions 4 and 5 and the State of Nevada, Division of Forestry.

I Protection Responsibilities

A. Definitions

Protecting Agency – The agency responsible for providing direct wildland fire protection to a given area pursuant to this agreement.

Supporting Agency – The agency providing suppression or other support and resources to the Protecting Agency.

Jurisdictional Agency – The agency that has overall land and resource management and/or protection responsibility, as provided by Federal or State or Tribal Law.

Exchange Zone – Areas where agencies have exchanged responsibility for fire protection for lands under their jurisdiction.

Closest Forces Concept – The use of the closest available resources, regardless of the ownership of those resources and regardless of which agency has protection responsibility for initial and/or extended attack.

Boundary Line Fire – Any fire burning within the mutual response area as defined by this agreement.

Non-Boundary Fire – Any fire burning outside of the mutual area as defined in this plan.

B. Mutual Response Area

This agreement will establish a mutual response area using the “closest forces concept” between Elko District – BLM, Twin Falls District – BLM, Humboldt/Toiyabe National Forest, Sawtooth National Forest, Nevada Division of Forestry, West Desert District-BLM, Sho-Pai Tribes – Duck Valley, State of Utah Division of Forestry, Fire and State Lands and their respective cooperators. The area of concern will be lands under the jurisdictional responsibility of the respective parties in this agreement. This area will extend 10 miles from the boundaries between Idaho and Nevada to the north/south and between Utah and Nevada to the east/west of the named cooperators. Each agency will be responsible for developing its own maps showing exchange zones. All participating agencies will immediately notify the jurisdictional agency when responding into the exchange zones.

II. Operational Procedures

A. Suppression Action

Prompt and efficient initial attack shall be made on all fires in accordance with this Annual Operating Plan (AOP) and the jurisdictional agency’s dispatch policy and procedures. The closest available initial attack forces will be dispatched to an incident regardless of jurisdiction. The jurisdictional agency will be immediately notified by the responding agency. The jurisdictional agency will advise the responding dispatch center of any **special land management concerns**. The jurisdictional agency will be notified of any planned heavy equipment use that will be necessary to contain the incident. Approval for such use must be granted (either verbally or in writing) by the jurisdictional agency prior to use, unless a life threat exists or excessive property loss will occur without immediate action.

The protecting agency will provide the jurisdictional agency’s dispatch center with the necessary fire size-up report and other pertinent information necessary to brief fire staff and line managers about the fire. The protecting agency shall provide updates on any significant events, increase in fire activity, or escapes to the jurisdictional agency’s fire center until the fire is declared out (or the jurisdictional agency arrives on scene).

The jurisdictional agency will determine if/when a resource advisor is needed.

Structural fire suppression is the responsibility of county or fire protection districts. A wildland fire involving structures will be responded to by initial attack forces in accordance with their training and agency policy.

Cause determination will be established by initial attack resources on all wildfires. The agency with jurisdictional responsibility will initiate investigations as appropriate. The investigator will provide investigation reports and supporting documentation. When investigations determine that civil and/or criminal action may be pursued, every effort will be made to pursue such action. Coordination and cooperation between agencies will

be implemented with regards to all legal action. Detailed cost accounting will be provided by each agency in a timely manner when cost recovery is pursued.

Initial attack forces from the supporting agency will be released from an incident as soon as it is practical by the jurisdictional agency. If the incident escapes the initial attack phase, it will be the jurisdictional agency's responsibility to assume control of the incident and process additional resource orders as needed.

No resource from the office providing initial attack will be reassigned by the jurisdictional office without prior approval from the supporting agency Fire Management Officer. Proper resource ordering methods will be followed.

The Incident Command System (ICS) will be used by all agencies signatory to this plan. In the event that forces are dispatched by more than one agency, the Initial Attack Incident Commander in charge will be the first qualified Incident Commander to arrive on scene. When the jurisdictional agency representative for the involved lands arrives on the incident, management of the incident may be turned over to that representative. **Any transition in command** during an incident will be documented in writing and communicated to all effected dispatch centers and incident personnel. It will be recorded and confirmed by all effected dispatch centers.

When any unit orders an Incident Management Team or Area Command Team for any incident or incident within the boundary area of this agreement, the ordering dispatch center will notify the adjacent dispatch centers. This notification will be for the purpose of consolidating incidents under the management of the teams if applicable. Consideration will be given to the coordination between dispatch centers for ordering of resources, supplies, and negotiation of Initial Attack Zones delegated to the incident management teams.

Releasing Incident Management Teams and "turn back standards" will be coordinated with all agencies having jurisdictional authority over the effected areas.

B. Boundary Fires

All agencies will take immediate suppression action on boundary fires.

Neither agency will assume that another agency is aware of any incident or that the other agency will take action.

Each agency will make every reasonable effort to communicate with the jurisdictional agency concerning emergency status and management direction.

Every effort will be made by all agencies to suppress wildland fires unless written documentation is formulated that limit action to one agency. The Sawtooth National Forest will evaluate fires on its jurisdiction on a case-by-case basis to determine if fires will be placed into Wildland Fire Use status.

The initial attack incident commander will retain control over the incident until a representative from the jurisdictional agency arrives on scene. Representatives from the agencies on scene will then mutually agree to designation of an Incident Commander or operate under a Unified Command structure.

C. Air Operations

Aircraft will be used in accordance with the jurisdictional agency's policy. Any aerial reconnaissance flights by any agencies will be managed according to the Air Space Boundary Plan. Dedicated Air-to-air and Air-to-ground frequencies will be used when aviation and ground resources are within the mutual response area.

D. Communications

Unit administrator signature to this agreement is authorizing the use of any radio frequencies for initial attack and extended attack responses on a per incident basis. Frequencies may be used while managing incidents within the identified boundaries and are listed in appendix 1. Identification of frequencies will be made known at the time of dispatch.

E. Fire Report Information

The Initial Attack Incident Commander will provide the required fire reporting / size up card information to the jurisdictional agency within ten (10) days of the initial response.

F. Billing Procedures

All parties to this Annual Operating Plan agree that payments will be made in accordance with respective statewide master agreements.

Costs incurred as a result of an incident and properly documented are generally reimbursable...resources not documented are not reimbursable. All fire personnel and equipment must be assigned to an incident via a corresponding resource order assigned by the respective dispatch center. A resource order number must be assigned to responding resources along with documented date/time of dispatch and release to/from the incident to ensure reimbursement.

Cost Share Agreements will be put into place whenever the level of response, complexity, and / or jurisdiction warrants.

Only expenses identified on equipment and personnel rental agreements will be eligible for reimbursement.

The billing agency will submit a bill or estimate for reimbursement as soon as possible in accordance with current statewide operating agreements and within the guidelines outlined in chapter 50 of the Incident Business Management Handbook.

G. Fire Prevention

Jurisdictional agencies will be responsible for all prevention activities in their areas including posting signs, fire prevention events, school contacts, etc. Cooperating agencies may assist if requested.

All parties to this plan will be notified by the respective jurisdictional agency of any closures or restrictions placed on their lands.

Burning permits will be issued by the agency having jurisdiction in accordance with that agency's regulations. Notifications will be made to all effected agencies when permits are issued within exchange areas.

Agencies agree to notify neighboring agencies of prescribed fires, limited suppression areas, wildland fire use fires, etc.

Agencies will continue to furnish information and schedules concerning training programs being offered in their areas. Training schedules will be posted and distributed and other agencies will be provided the opportunity to attend if space is available.

III General Provisions

A. Staffing

The parties to this plan will exchange their current staffing plans prior to June 15. Notifications will occur when an agency makes significant changes that may affect other units.

All Sho-Pai resources will be dispatched through Elko Interagency Dispatch.

B. Response Notification

All agencies will immediately notify the appropriate dispatch center of any response on or near another agency's protection area.

C. Conflicts

In the event of any conflict between the provisions of this operating plan and the provisions of other cooperating agreements, the provision of the cooperating agreement will govern. Provisions of this operating plan will be no less restrictive than any statewide cooperative agreement.

D. Claims

All parties to this annual operating plan agree to waive all claims against each other for compensation of any personal injury or death and loss or damage of equipment occurring as a consequence of the performance of this agreement unless gross negligence on the part of any party is determined.

E. Effective Dates

The terms of this agreement will become effective as of the date signed by all participants and shall continue to be in effect for five (5) years and reviewed annually. This agreement shall remain in effect until notification is made by one or more parties thirty (30) days in advance that they will no longer be a participant at which time a new agreement will be formulated.

A review will be conducted annually by the Agency Administrator's (or representatives) for routine changes. Any major changes or revisions will necessitate the signing by the Agency Administrators.

F. Annual Review

This AOP will be reviewed annually in April. The review host will be rotated as follows:

- 2008 Elko District
- 2009 Sawtooth National Forest
- 2010 West Desert District
- 2011 Nevada Division of Forestry
- 2012 Twin Falls District

The responsible agency will be responsible for arranging any conference calls or meetings to incorporate any changes to this Annual Operating Plan. Changes in the plan will be routed for distribution prior to May 15 of each year.

Forest Supervisor
Sawtooth National Forest

Date

Forest Supervisor
Humboldt / Toiyabe National Forest

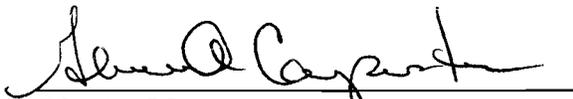
Date

District Manager
Twin Falls District – BLM

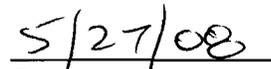
Date

District Manager
Elko District – BLM

Date



District Manager
West Desert District – BLM



Date

Regional Forester
Nevada Division of Forestry

Date

Area Forester
Utah Division of Forestry, Fire, and State Lands

Date

Tribal Chairman
Sho-Pai Tribes – Duck Valley

Date

Appendix 1

Utah Programming

Channel Name	RX	TX	TX Tone	BW
Local Area BLM	163.7125	163.7125		N
State Fire	154.280	154.280		W
Fairmont	168.125	164.125	110.9	N
Delle	170.5125	163.025	136.5	N
Windy Peak	170.5125	163.025	123.0	N
Deep Creek	170.5125	163.025	167.9	N
Black Crok	173.675	164.775	110.9	N
West Mountain	173.675	164.775	156.7	N
TAC 1	166.2375	166.2375		N
TAC 2	166.9625	166.9625		N
TAC 3	166.1125	166.1125		N
TAC 4	156.0675	156.0675		N
TAC 5	168.175	168.175		N
SOA RPT 1	168.775	164.9125		N
Air / Ground 1	172.325	172.325	100.0	N
Air / Ground 2	171.575	171.575	100.0	N

Nevada Programing

BLM Local	169.400	169.4000		N
NDF Local	158.895	158.895		W
BLM Knoll	169.400	168.5250	114.8	N
BLM Spruce	169.400	168.5250	151.4	N
BLM Delano	169.400	168.5250	167.9	N
BLM Midas	169.400	168.5250	123.0	N
NDF Knoll	158.895	159.450	118.8	W
NDF Spruce	158.895	159.450	146.2	W
NDF Penn Hill	158.895	159.450	107.2	W
NDF Deer Mt.	158.895	159.450	88.5	W
NDF Red 1	159.345	159.345		W
NDF Red 2	158.865	158.865		W
NDF White Fire 1	154.280	154.280		W
SOA	171.6750	171.6750		W
USFS Local	171.4750	171.4750		W
USFS Spruce	172.2250	171.4750	136.500	W
USFS Deer Mt.	172.2250	171.4750	131.800	W
USFS Merrit Mt.	172.2250	171.4750	123.000	W
USFS John's	172.2250	171.4750	146.200	W

Idaho Programing

Shoshone Direct	166.850	166.850		N
Shoshone- Davis Mt.	166.850	163.025	114.8	N
Burley Direct	168.5625	168.5625		N
Burley-Twin Peaks	168.5625	163.075	123.0	N
BLM-Tac-1	172.775	172.775		N
BLM-Tac-2	173.8625	173.8625		N
BLM-Tac-3	164.550	164.550		N
BLM-Tac-4	172.625	172.625		N
A/G South	169.7875	169.7875		N
A/G North	169.3625	169.3625		N
Sawtooth NF South	171.5000	171.5000		N
Sawtooth Black Pine	171.5000	162.61250	110.9	N
Sawtooth Magic Mt.	171.5000	162.61250	123.0	N
Sawtooth-Knoll Mt.	171.5000	162.61250	131.8	N
Sawtooth A/G 1	169.36250	169.36250		N
Sawtooth A/G 2	169.78750	169.78750		N

APPENDIX 2

TELEPHONE & ADDRESS DIRECTORY

DISPATCH CENTERS:

South Central Idaho Interagency Dispatch Center 400 West F Street Shoshone, ID 83352	(208)732-7202
Elko Interagency Dispatch Center 725 Aspen Way Elko, NV 89801	(775)748-4000
Northern Utah Interagency Dispatch Center 1749 W 500 S Salt Lake City, UT 84104	(801)908-1900

FIRE MANAGEMENT OFFICERS:

Elko District Office 3900 East Idaho Street Elko, NV 89801	
Chris Simonson Twin Falls District Office 400 West F Street Shoshone, ID 83352	(208)732-7224
Humboldt / Toiyabe National Forest 2035 Last Chance Road Elko, NV 89801	(775)
Randy Richter Sawtooth National Forest 2647 Kimberly Road East Twin Falls, ID 83301	(208)737-3248

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2370 S. 200 W.
Salt Lake City, UT 84119

Tracy Dunford (801)538-5502
Utah Department of Natural Resources
1594 W. North Temple Suite 3520
Salt Lake City, UT 84114

Sam Hicks (775)738-3454
Nevada Division of Forestry
911 Falcon Lane
Elko, Nevada 89801

Bret Hunter (775)757-2473
Sho-Pai Tribes – Duck Valley
1935 Fire Lane
Owyhee, NV 89832

LINE OFFICERS:

Mr. Ken Miller (775)753-0200
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Bureau of Land Management
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Mr. Glenn Carpenter (801)977-4300
BLM West Desert District Manager
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Mr. Edward Monnig (775)331-6444
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Ms. Ruth Monahan (208)737-3200
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Northern Regional Forester
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Mr. Terry Gibson
Tribal Chair
Sho-Pai Tribes – Duck Valley
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