

**COOPERATIVE FIRE MANAGEMENT
ANNUAL OPERATING PLAN Between**
the
**MONTANA DEPARTMENT OF NATURAL RESOURCES & CONSERVATION,
SOUTHWESTERN LAND OFFICE AND SWAN UNIT**
The
**ARLEE, CLINTON, EAST MISSOULA, FLORENCE, FRENCHTOWN, MISSOULA, AND
SEELEY LAKE, RURAL FIRE DISTRICTS,**
The
GREENOUGH/POTOMAC AND SWAN VALLEY FIRE SERVICE FEE AREA,
The
MISSOULA CITY FIRE DEPARTMENT,
The **USDI,**
**BUREAU OF LAND MANAGEMENT, MISSOULA FIELD OFFICE,
BUREAU OF INDIAN AFFAIRS, FLATHEAD AGENCY,**
The
CONFEDERATED SALISH & KOOTENAI TRIBES OF THE FLATHEAD NATION,
And the
USDA FOREST SERVICE, LOLO NATIONAL FOREST

I. PURPOSE:

The purpose of this Annual Operating Plan (AOP) is to define a framework of cooperation for the operating procedures and responsibilities for wildland fire management between the Montana Department of Natural Resources and Conservation, Southwest Land Office, and Swan Unit hereinafter called **DNRC**, the Arlee, Clinton, East Missoula, Florence, Frenchtown, Missoula, Seeley Lake, and Swan Valley Rural Fire Districts; the Greenough/Potomac Fire Service Fee Area; and the Missoula City Fire Department, hereinafter referred to as the **Locals**, the Confederated Salish & Kootenai Tribes of the Flathead Nation, hereinafter referred to as the **Tribes**, the USDI Bureau of Land Management, Missoula Field Office, hereinafter referred to as the **BLM**, and the Bureau of Indian Affairs, Flathead Agency, hereinafter referred to as the **BIA**, and the USDA Forest Service, Lolo National Forest, hereinafter referred to as **Forest Service**, under the provisions of the Montana Cooperative Fire Protection Agreement, #05-FI-11015600-014 (Montana Six-Party Coop Fire Agreement). The parties may collectively be referred to as the Missoula County Fire Protection Association (MCFPA) or the Agencies.

The following Exhibits are hereby incorporated and attached to this AOP:

Exhibit A	Principal Contacts
Exhibit B	Glossary of Terms
Exhibit C	Dispatch Centers + Phone #s
Exhibit D	Use of Radio Frequencies
Exhibit E	Blank Supplemental Agreement

II. RECITALS

As specified in the Montana Six-Party Coop Fire Agreement:

- A. State and private lands, for which the State is responsible for wildland fire protection in Montana, and the federal lands on which the respective Federal Agencies are responsible for wildland fire protection, are intermingled or adjacent to state and private lands in some areas, and wildland fires on these intermingled or adjacent lands may represent a threat to the lands of the other.
- B. The Agencies each maintain wildland fire protection organizations and wish to improve efficiency, effectiveness and limit duplication in wildland fire protection.
- C. Local municipal, rural fire districts, and fee service area fire departments are responsible for structure fire suppression, dump fires, and vehicle fires. Agreements for these types of activities with local fire departments are not a part of this Agreement.
- D. **Cooperation with Local Government Fire Forces** - Local government fire forces are made available to the Federal Agencies through the State within the Northern Rockies geographic area. Cooperation with local government fire forces at the city or county government level is desirable. Local Cooperative Fire Agreements for wildland fire protection with local government fire forces will be through the State in order to provide for continuity and ensure the proper assignment of responsibilities in accordance with State law. Except to ensure compliance with State law and a general compliance with similar agreements that are in place elsewhere, it is not intended for the State to affect local agreements that are mutually beneficial to agreeing parties (usually a Federal Agency and a local fire department). To avoid duplication of negotiating separate agreements with several local fire departments, local fire departments may be included in AOPs provided the State is a signatory.

The State is only responsible for the cost of a county or local fire department fire in specific instances. Fires, or portions of fires, occurring on county or local fire department protection areas are generally the responsibility of that organization; and the organization is responsible for the costs unless the State has agreed to assume them.

III. OPERATING PROCEDURES

- A. Areas within a reasonable distance either side of a jurisdictional and/or a protection boundary will be considered an interagency response zone. As determined by the responding Initial Attack Incident Commander, any wildland fire posing an imminent threat to communities and the associated values at risk in the wildland urban interface (WUI) area will be considered an interagency response.
- B. The first arriving officer from any agency shall assume the role of Incident Commander and shall transition with the Incident Commander from the responsible agency upon their arrival and briefing. Unified command will be utilized for joint protection as deemed necessary.

- C. In the event that an Agency's Incident Commander (Multi-leader, Multi-resource, or Multi-division) determines that a wildland fire is on or threatening wildland protection agency land prior to the arrival of an Incident Commander, the Agency's Incident Commander may order sufficient resources to handle the incident through the responsible agency's dispatch center.
- D. The Protecting Agency will not be required to reimburse the Supporting Agency for costs incurred following the initial dispatch of any ground resources to the fire up to four hours. If the incident exceeds four hours, pay status will begin from the time the agency was dispatched.
- E. Requests for initial attack wildland fire support will be through the dispatch centers as specified in Exhibit C.
- F. Cost Share agreements may be entered into by the parties' signatory to the Montana Six-Party Coop Fire Agreement.
- G. In the event any agency suppresses a fire on land protected by another agency, it will furnish the jurisdictional agency a copy of the preliminary incident report within 10 days after the fire is declared out.
- H. A fire cause investigation will be the primary responsibility of the agency on whose protection area the fire originates. This does not preclude joint action. In those instances when initial action or suppression is made on another Agency's protection area, the initial attack force will immediately attempt to gather and preserve evidence pertaining to the cause of the fire.
- I. Each agency will adhere to other agencies' policies on fire rehabilitation.

IV. QUALIFICATIONS

- A. The parties will honor each agency's qualification standards for initial and extended attack.

V. PREPAREDNESS LEVELS

- A. Based upon the following table, preparedness levels and energy release component will be used to discuss and set the National Fire Danger Rating. The appropriate management response will be determined by the responsible jurisdictional and/or protection agency.

Preparedness Levels	Energy Release Component	National Fire Danger Rating	Appropriate Management Response
I	0 – 27	Low	Suppress Rx Fire *WFU
II	28 – 39	Moderate	Suppress Rx Fire WFU
III	40 - 54	High	Suppress Rx Fire WFU
IV	55 - 61	Very High	Suppress Rx Fire WFU
V	62+	Extreme	Suppress

*Wildland Fire Use

B. Management Action Points

1. Preparedness Levels I, II, and III – The Agencies will identify firefighting resources available for fire assignments.
2. Transition from Preparedness Level III to IV – After the Monday morning discussions and consultation, determine whether or not to order a Prevention and Education Specialist to assist and coordinate restrictions and closures for the operating area.
3. Preparedness Level IV and V – The Agencies will identify firefighting resources available for fire assignments, shift, preposition, and order appropriate resources to best meet the needs of all the Agencies.

VI. INFORMATION

A. Joint Meetings and Press Releases

1. Whenever fire danger dictates, the Agencies will meet every Monday morning to discuss (1) initial and extended attack activity; (2) large fire activity; (3) staffing and draw down levels; (4) fuel moisture and condition; and (5) observed fire behavior. Based upon those discussions the fire danger, burning permit procedures, manning, etc. will be determined for the week. One person from MCFPA will be responsible for writing and distributing press releases to the public.

B. Closures and Restrictions

1. All closures and restrictions will be managed by the Southwest Montana Zone Coordinator.

C. Burn Permits

1. All Agencies will issue burn permits for all jurisdictions. The burn permit information will be distributed to the respective jurisdictional agency as soon as possible.
2. General Missoula County Outdoor Burning Season permits will be issued for the period of March 1 to August 31. Fall Season permits will be issued for the period of September 1 to November 30. All Missoula City Ordinances will apply within the Missoula City Limits.

VII. NON-WILDLAND AND MEDICAL AID RESPONSES

- A. Non-Wildland and Medical Aid Response activities performed under this AOP or Project and Financial Plans will be in accordance with the Montana 6-Party Coop Fire Agreement, provisions 26 and 47.

VIII. COMMUNICATIONS

- A. The parties are permitted to utilize one another's radio frequencies for safety and wildland fire operations in accordance with this AOP and Exhibit D.

IX. AVIATION

- A. The Agencies agree to use aviation assets in an effective and efficient manner, based upon the following priorities: (1) immediate threat to life; (2) WUI initial and extended attack; (3) Non- WUI initial and extended attack; and (4) large fires. All aviation activities will be conducted in accordance with the respective agency's aviation rules and policies.

X. TRAINING

- A. The Agencies will cooperate in all aspects of wildland fire and aviation training. This may include training scheduling, course development, course presentation, and selection of trainees. As applicable, training will meet National Wildfire Coordinating Group (NWCG) 310-1 standards.

XI. PERSONNEL AND EQUIPMENT

- A. Each agency shall maintain a list of personnel and equipment available to other Agencies. Where applicable, personnel will be maintained through the Resource Ordering Status System (ROSS).

XII. FIRE PREVENTION AND EDUCATION

- A. MCFPA's goals are to improve local awareness of wildland/urban interface and fire safety. Programs will be developed to address specific issues identified by the Agencies. The Agencies may assist one another on special projects and share in the cost by providing services or materials as mutually agreed upon in AOPs or Project and Financial Plans.

XIII. SUPPLEMENTAL ACTIVITIES

- A. The Agencies may participate in prescribed fire and fuel management activities (supplemental activities) as described in the Montana Six-Party Coop Fire Agreement, provisions 8 and 47.
- B. All supplemental activities and costs will be mutually agreed to and documented in a separate AOP or Project and Financial Plans. *See Exhibit E.*
- C. All supplemental activity billings will include the costs for the activities, including overhead at the performing agency's overhead rate. The performing agency will submit an invoice to the requesting agency within thirty days following the last day of the month in which assistance was rendered
- D. Assistance will be provided to a cooperating agency upon request, only if the requested resources are made available for such assistance by the providing agency.
- E. The costs of personnel shall be at the actual cost to the performing agency for work from the time of departure until personnel return to the official station. This includes overtime if and when overtime is earned under the policies, laws, or rules governing the employees of the performing agency.
- F. Rates for use of equipment will be at the non-fire rates established by each agency or at the NRCG fire equipment rental rates if non-fire rates are not established.

XIV. REIMBURSEMENT

- A. For non-mutual aid incidents, when a Local responds outside their jurisdictional boundary, they will be reimbursed according to the rates established in the Interagency Incident Business Management handbook.
- B. When Greenough-Potomac FSA is requested through 911 to suppress a wildland fire outside their boundaries or inside their jurisdictional boundary when it is not threatening a structure, they will be reimbursed for suppression activities.
- C. The DNRC, at the request of the Missoula County Commissioners through the County Co-op Program, may assist in approved suppression activities beyond the capabilities of County Fire Agencies including paying eligible fire suppression costs.

- D. Under this AOP or Project and Financial Plans, the billing procedures for suppression and damage collection activities from third parties will be in accordance with the Montana 6-Party Coop Fire Agreement, provision 52 Suppression and Damage Collection, and Exhibit D item 4(f) Procedures for Fire Suppression Billings – Negligent Fire Billings.

XV. SEVERITY

Under this AOP, the respective priority for ordering additional firefighting resources will be agency, state, local, and contractor resources. Through consultation, the Agencies will shift, preposition, and be prepared to order the appropriate firefighting resources to meet the appropriate staffing at Preparedness Level 4 or higher.

XVI. OTHER

- A. All Agencies will make themselves available annually by January 1 to discuss the conditions covered by this AOP and to coordinate any activities pursuant to this AOP including, but not limited to, the joint development of an AOP.
- B. Exhibits to this AOP may be revised or deleted by the consensus of the Principal Contacts listed in Exhibit A. The latest revision of any Exhibit will automatically be incorporated into this AOP without necessitating a formal modification.
- C. MODIFICATION. Modifications within the scope of this AOP shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.
- D. TERMINATION. Any party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. No party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.
- E. COMMENCEMENT/EXPIRATION DATE. This AOP is executed as of the date of the last signature and is effective through **December 31, 2012** at which time it will expire unless extended.

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

Michele Wasienko-Holland
Forest Service Grants & Agreements Specialist

Date

In witness whereof, the parties hereto have executed this AOP as of the last date written below.

FRANK MARADEO, Chair
Missoula County Fire Protection Association

Date

KENNY LIGHT, Fire Chief
Arlee Rural Fire District

Date

BILL TUCKER, Fire
Chief
Clinton Rural Fire District

Date

JUSTIN SHAFFER, Fire Chief
East Missoula Fire District

Date

CHARLIE LAMBSON, Fire Chief
Florence Rural Fire District

Date

MITCHELL HICKS, Fire Chief
Frenchtown Rural Fire District

Date

BILL COLWELL, Fire Chief
Missoula Rural Fire District

Date

FRANK MARADEO, Fire Chief
Seeley Lake Rural Fire District

Date

JIM DAENZER, Fire Chief
Swan Valley Rural Fire District

Date

DOUG HALL, Fire Chief
Greenough/Potomac Fire Service Area

Date

JASON DIEHL, Fire Chief
Missoula City Fire Department

Date

ANTHONY LIANE, Area Manager
Montana Department of Natural Resources, SWLO

Date

NANCY ANDERSON, Field Manager
USDI Bureau of Land Management, Missoula Field
Office

Date

ERNEST T. MORAN, Superintendent
USDI Bureau of Indian Affairs, Flathead Agency

Date

JAMES STEELE JR. , Chairperson
Confederated Salish & Kootenai Tribes of the Flathead
Nation

Date

DEBORAH L.R. AUSTIN, Forest Supervisor
USDA Forest Service, Lolo National Forest

Date

EXHIBIT A

Principal Contacts

<p><u>Forest Service</u> Laura Ward Building 24, Fort Missoula Missoula, MT 59804 Phone: 406-329-1089 FAX: 406-329-3806 Email: cstanich@fs.fed.us</p>	<p><u>DNRC</u> Mike Kopitzke 1401 27th Ave Missoula, MT 59804 Phone: 406-542-4200 FAX: 406-542-4285 Email: mkopitzke@mt.gov</p>
<p><u>Arlee Rural FD</u> Kenny Light PO Box 254 Arlee, MT 59821 Phone: 406-726-3859 Fax: Email: arl3800@montana.com</p>	<p><u>Clinton Rural FD</u> Bill Tucker PO box 237 Clinton, MT 59825 Phone: 406-825-6260 Fax: 406-825-6262 Email: cln6262@blackfoot.net</p>
<p><u>East Missoula Rural FD</u> Justin Shaffer PO Box 8696 Missoula, MT 59807 Phone: 406-549-5078 Cell: 406-370-0325</p>	<p><u>Florence Rural FD</u> Charlie Lambson PO Box 340 Florence, MT 598833 Phone: 406-273-2357 Fax: 406-273-7973 Email:</p>
<p><u>Frenchtown Rural FD</u> Mitchell Hicks PO Box 119, 16875 Marion St. Frenchtown, MT 59834 Phone: 406-626-5791 FAX: 406-626-6355 Email: jbibler@frenchtownfire.org</p>	<p><u>Missoula Rural FD</u> Bill Colwell Station 1, 2521 South Ave West Missoula, MT 59804 Phone: 406-549-6172 Fax: 406-549-6023 Email: cbelts@mrfdfire.org</p>
<p><u>Seeley Lake Rural FD</u> Frank Maradeo PO Box 309 Seeley Lake, MT 59868 Phone: 406-677-2400 Fax: 406-677-2416 Email: seeleyfirechief@blackfoot.net</p>	<p><u>Swan Valley Fire Service Area</u> Jim Daenzer PO Box 1091 Condon, MT 59826 Phone: 406-754-2727 Email: cnd2717@blackfoot.net</p>
<p><u>Greenough/Potomac Fire Service Area</u> Doug Hall 30039 Potomac Road Potomac, MT 59823 Phone: 406-244-5796 Fax: 406-244-5798 Email: ptm3677@blackfoot.net</p>	<p><u>Missoula City FD</u> Jason Diehl 625 E Pine Missoula, MT 59802 Phone: 406-552-6210 Fax: 406-552-6184 Email: fire@ci.missoula.mt.us</p>

EXHIBIT A
Principal Contacts

<p><u>BLM</u> Nancy Anderson USDI – BLM – Missoula Field Office 3255 Fort Missoula Road Missoula, MT 59804 Phone: 406-329-3717 FAX: 406-549-1562 Email: nancy_anderson@blm.gov</p>	<p><u>CSKT</u> Bob McCrea CSKT – Division of Fire 2220 Old Hwy 93 Ronan, MT 59864 Phone: 406-676-2550 FAX: 406-676-2554 Email: bobm@cskt.org</p>
<p><u>Forest Service Grants & Agreements Specialist</u> Michele Wasienko-Holland Western Montana Acquisition Zone Building 24, Fort Missoula Missoula, MT 59804 Phone: 406-329-1008 Fax: 406-329-3876 Email: mwasienkoholland@fs.fed.us</p>	

EXHIBIT B GLOSSARY

OF TERMS

Words and phrases used in this Agreement may have different meanings or interpretations for different readers. In order to reach a common understanding the words and phrases used in this Agreement are defined as follows:

Extended Attack: A wildland fire that has not been contained/controlled by the initial attack forces and additional firefighting resources arriving, responding, or being ordered by the Initial Attack Incident Commander.

Fire Service Area: Fee based organization that is set up by the county commissioners to provide structural fire protection and other services defined by the commissioners.

Forest Fire Protection District: A definite forest land area, the boundaries of which are fixed and wherein forest fire protection is provided through the medium of an agency recognized by the Montana Land Board.

Forested Land: Land which has enough timber, standing or down, slash or brush to constitute, in the judgment of the Department, a fire menace to life or property. Grassland and agricultural areas are included when those areas are intermingled with or contiguous to and no further than one-half mile from areas of forest land.

Incident Action Plan: Contains objectives reflecting the overall incident strategy and specific control actions for the next operational period.

Independent Action: Suppression action taken by an Agency, without a request, on a fire which has occurred on lands within the protection area of another agency.

Non-forested Zone: Areas that are not classified as “forest lands”.

Unified Command: A Command structure, which provides for all Agencies or individuals who have jurisdictional responsibility, either geographical or functional, to jointly manage an incident through a common set of objectives.

**EXHIBIT C
DISPATCH CENTERS + PHONE NUMBERS**

Respective Dispatch Center to call for assistance	Phone #
DNRC	
Clearwater Unit	406-244-5857
Missoula Unit	406-829-7070
Swan Unit	406-754-2301
Forest Service	
Missoula Interagency Dispatch Center	406-829-7070
Locals	
911 Emergency Communications Center	911
CSKT	406-676-2550