

**2019-2021 FIRE OPERATING PLAN**  
**between the**  
**MONTANA DEPARTMENT OF NATURAL**  
**RESOURCES AND CONSERVATION**  
**and**  
**WHEATLAND COUNTY**  
**And the**  
**USDA, FOREST SERVICE,**  
**HELENA-LEWIS and CLARK NATIONAL FOREST**

This Operating Plan (OP) is hereby made and entered into by and between the parties pursuant to the Montana Cooperative Wildland Fire Management and Stafford Act Response Agreement (Statewide Agreement) 17-FI-11015600-010. This OP, inclusive of any referenced attachments or exhibits, is tiered to the Statewide Agreement and thus incorporates all authorities and provisions listed within, as well as the 2017-2021 Statewide Operating Plan. A formal modification to the Statewide Agreement is unnecessary, but this OP shall not contradict the Statewide Agreement. This OP supersedes previous operating plans as defined in agreement 15-FI-11011500-015.

**I. PURPOSE OF THE PLAN:**

This OP is a working document developed for the purpose of implementing the Statewide Agreement on a local basis, specifically for lands located in Wheatland County, Montana. Its purpose is to address local issues affecting cooperation, working relationships and protocols, financial arrangements, sharing of resources, and joint activities/projects. The OP will assist managers by identifying the roles and responsibilities of each party in carrying out assigned tasks related to fire detection, suppression, cooperative fire training, prescribed fire, and large fire management and prevention, including restrictions and closures.

**II. INTERAGENCY COOPERATION**

**A. Identification of Parties**

This OP includes the U.S. Forest Service, the Montana Department of Natural Resources Conservation (DNRC), and Wheatland County.

**B. Definitions**

1. Mutual Aid: defined as assistance provided by the Supporting Agency at no cost to the Protecting Agency. Mutual aid is limited to those initial attack resources that have been determined to be appropriate and which are preplanned and shown in other OPs or mobilization guides.
2. Mutual Aid Zone: includes private, state and USFS lands in Wheatland County Montana.

**C. Dispatch:** During initial attack fire resources will dispatch through their primary dispatch centers. USFS fire resources will dispatch through Great Falls Interagency Dispatch Center and County resources will dispatch through Wheatland County dispatch. If the fire exceeds initial attack the incident will use the dispatch center of the jurisdictional agency.

**D. Utilization of Interagency Resources and Facilities:** Fire Suppression resources and equipment will be made available for initial attack per agency Duty Officer and/or Fire Management Officer FMO. Both agencies agree that no financial charges will be reimbursable for operations during the first 24 hour period. If fire operations goes beyond 24 hours a cost share may be negotiated between agency line officers. Agency facilities may be made available per line officer approval if fire suppression goes beyond initial attack.

Equipment Available:

**Wheatland County Fire Equipment 2019**

FIRE DISTRICT/DEPT	#	EQUIP/TYPE	GALS	UNIT ID	OTHER	RADIO
<b>Harlowton</b>	1	Engine	1500			Yes
	1	Engine	1000		City Only	Yes
	1	Tender	3000		w/3000 gallon portable tank	Yes
	2	Engine	300			Yes
	1	Engine	200			Yes
	1	Tender	1500		w/3000 gallon portable tank	Yes
	1	Tender	2500			Yes
	1	Engine	1000			Yes
	1	Type 6 Engine	200	44-1574A	FS Surplus FEPP	Yes
	1	Type 5 Engine	500	DNR-2177	State Owned	Yes
<b>Judith Gap VFD</b>	1	Engine	750			Yes
	1	Tender	1500			Yes
	1	Type 6 Engine	300	DNR-1832	State Owned F-450	Yes
	1	Tender	3000			
<b>Shawmut VFD</b>	1	Engine	200	44-74	State Owned Slip-on	Yes
	1	Engine	200			Yes
	1	Type 6 Engine	300	DNR-1764	State Owned F450	Yes
<b>Two Dot VFD</b>	1	Type 5 Engine	500	DSL-1981	State Owned	Yes
	1	Engine	750			Yes
	1	Tender	1250			Yes
<b>Wheatland County Equipment</b>						Yes
	3	Graders				Yes
	2	Front End Loaders				No
	1	D-6 Dozer				Yes
	1	Truck tractor			w/loboy trailer	Yes
	1	Truck tractor				No
	1	Truck tractor			w/10,000 gallon tank	Yes

### Musselshell Ranger Station

- 1 Type 6 (300 gal) 4x4 Engine W/Engine Boss and 2-Firefighter II (FFT2)
- 7 Person Initial Attack Handcrew (ICT5+ 5 FFT2)
- 2 Type 3 Incident Commander
- 2 Type 4 Incident Commander
- 1 24 foot Command Trailer / Office
- 2 ATV 4x4 on trailer
- 1 UTV on trailer with water tank

## III. PREPAREDNESS

### A. Protection Areas

No part of this OP is intended to relieve either agency of suppression responsibilities for lands under its protection within the mutual aid zone.

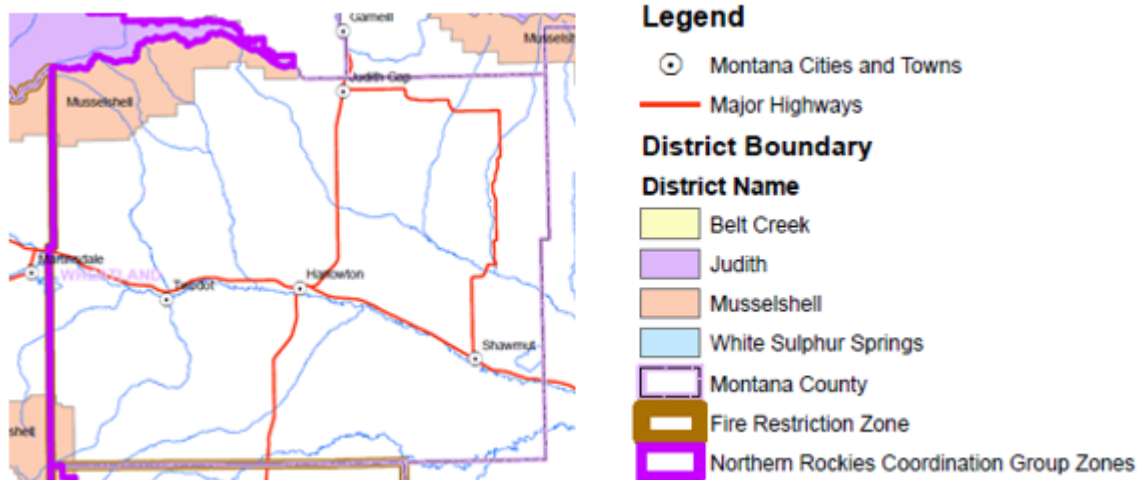
The Forest Service's responsibility in the mutual aid zone is to provide for fire suppression when necessary to protect National Forest and Montana State protection lands (Affidavit Lands), and to provide suppression assistance when requested on those lands protected by the Wheatland County Rural Fire Districts.

The Wheatland County Fire District's responsibility in the mutual aid zone is to provide for fire suppression when necessary to protect Private and State lands and to provide suppression assistance when requested on those lands protected by the Helena-Lewis and Clark National Forest in Wheatland County.

Structural fire suppression is the responsibility of the local fire or district departments. Forest Service employees will limit structural fire suppression activities to attacking fires on the outside to prevent the fire from spreading to wildland fuels and/or structure (outside) protection to mitigate potential structural losses caused by an approaching wildland fire.

*Forest Service suppression forces are not trained in structure fire suppression.*

### WHEATLAND COUNTY FIRE PREPAREDNESS MAP



**B. Mutual Aid Period:** January 1, 2019 to December 31, 2021

**C. Prevention**

1. Burning Permits are only to be issued and approved by Wheatland County on private lands. County shall notify USFS if any burn permits are issued on private lands inside the USFS administrative boundary or along border (within 1 mile).
2. Joint Activities  
Fire prevention education efforts by the parties will be coordinated to complement each other and achieve maximum effectiveness. Emphasis items are:
  - a) Homeowner Contact - in the interface area to build awareness of fire risks, hazards and mitigation measures available/recommended.
  - b) School Children and Conservation Education Classes - to describe the natural role of fire as well as the implications of unwanted wildfires.
  - c) Industrial Operations - to determine whether equipment and procedures meet fire prevention requirements.
  - d) Special Events, Celebrations, Parades etc. - to provide information on all fire prevention and interface fire issues.
3. Restriction & Closures Plan: Fire restrictions and closures need to be closely coordinated amongst both agencies. The USFS lands in Wheatland County are within the fire restrictions division of Helena while private, county and state lands are in the Lewistown Division. Wheatland County Fire Warden and the Judith-Musselshell FMO shall talk weekly when fire restrictions are in place to ensure good coordination in messaging to the public.

**D. Prescribed Fire & Fuels Management**

The Forest Service and the County will provide assistance to one another to conduct prescribed burns whenever permissible. The jurisdictional agency will develop burn plans, order resources, and provide qualified personnel to conduct the prescribed burns. A **Supplemental Project Agreement, Exhibit A**, shall be completed, reviewed and signed by all signatories to the agreement **PRIOR** to the commencement of any project that requires reimbursement from the Forest Service.

**E. Training**

The parties agree to cooperate in wildland fire training programs for their individual or collective members on request of either agency or the Montana Department of Natural Resources and Conservation.

**IV. OPERATIONS**

**A. Response to Wildland Fire Procedures**

1. Boundary Fires: Fires that threaten both jurisdictional agency lands consider managing under unified command. Boundary fires are any fire within 1 mile of USFS and private lands boundary line.

2. Response to Wildland Fires

Initial Action: Within the mutual aid zone, an initial attack suppression response in support of the responsible agency may be initiated at the time the fire is reported. This request for initial attack response may be communicated through the county EMS pager system, radio, phone call to the sending unit's duty officer or dispatch center. Suppression efforts on each incident will be agreed to and coordinated on a case-by-case basis. The agencies will notify each other when initial attack resources are unavailable.

- a) Each agency will take prompt initial action with or without request on wildland fires threatening homes if it has the closest forces and this action is considered necessary under existing conditions. When such action is taken, the proper officials of the agency shall be notified as quickly as possible.
- b) When one agency takes initial action in the suppression of a wildland fire in the protection area of the other, that party will continue until relieved by the responsible agency.
- c) Upon request, either agency will render assistance in fire suppression to the other agency when such action will not leave areas of its own protection unit unduly exposed to fire danger.
- d) Irrespective of the type or amount of assistance received, the party in whose protection area the fire occurs will be responsible for satisfactory management of the fire.

Support Action: For suppression assistance other than initial attack, requests should go through normal dispatch channels, which has the Forest Service requesting support going through Great Falls Interagency Dispatch Center and Wheatland County Fire Department (Sheriff's Office) placing orders through the Montana Department of Natural Resources and Conservation in Lewistown.

Decision Documentation Process and Procedures

Fires that go into an extended attack situation on USFS lands a Wildland Fire Decision Support System (WFDSS) will be generated. Extended attack fires on private, and state lands would require an Incident Situation Analysis (ISA) documented decision. In a mixed jurisdictional fire the Montana DNRC would not do an ISA rather would participate in the development of the WFDSS and be a signatory to that document.

3. Special Management Considerations: none

4. Delegation of Authority

On an annual basis agencies may share an IC delegation of authority document to each National Wildfire Coordination Group (NWCG) qualified Incident Commander for initial attack purposes.

5. Structure Fire Protection

This is the responsibility of the local county fire resources regardless of agency

jurisdiction. USFS fire policy does not allow for firefighters to engage structure fires from the inside. Although, USFS fire policy does allow for firefighter to take action on fires outside of the structure to prevent spread.

6. Investigations

Initial attack resources shall determine probable fire cause, whether human or natural. If suspected to be human-caused, make every effort to protect the origin, regardless of jurisdictional responsibility. The protecting agency or cooperator will request a fire investigator. The investigation report will be sent to the jurisdictional agency and/or cooperators as requested.

7. Suppression Rehab

Fire suppression rehab will be determined on a case by case basis at the discretion of the local line officers.

**B. Reporting Fires**

Upon receiving a report of a fire within the mutual aid zone that is the suppression responsibility of the other agency, the report will be relayed to the responsible agency using the directory below. Call in the order listed.

<b><u>For Fires on the Judith-Musselshell Ranger District</u></b>	<b><u>Phone Number</u></b>
Great Falls Dispatch	406-731-5300 (24 hour contact number)
Marc Hamlen (Judith-Musselshell FMO)	406-632-4391 406-799-4577 (C)
Matt Plagenz (Judith-Musselshell District AFMO)	406-868-7425 (C)
Kip Colby (Judith-Musselshell District Fuels AFMO)	406-931-0085 (C)
Musselshell Ranger Station	406-632-4391

<b><u>For Fires on Private or State Lands</u></b>	<b><u>Phone Numbers</u></b>
Emergency Dispatch	911
Sheriff's Office	406-632-5815 406-632-5614
Chris Anderson (Chief)	406-632-4797 (H) 406-220-2500 (C)
Tim Mauws (Judith Gap)	406-366-1299 (C)

**V. USE AND REIMBURSEMENT OF INTERAGENCY RESOURCES**

**A. Aviation**

Aviation resources for both agencies will be made available for fire suppression on a case by case basis determined by agency Duty Officers. Fire aviation resources for initial attack shall be requested through Great Falls Interagency Dispatch for fires burning on USFS lands. For fires burning on private and state lands in Wheatland County the request shall go to Billings Interagency Dispatch Center.

**B. Communications**

Interagency incidents require communication frequencies that are available to all involved. All incident resources need to be able to communicate on one common tactical channel. We have agreed on the following frequencies and usage both agencies are taking suppression action on a wildland fire incident.

**The MT State Mutual Aid (RED) will be the common channel used on interagency incidents:**

<u>Common Name</u>	<u>Frequency TX /tone</u>	<u>Frequency RX</u>
County Fire Command	154.325	154.325
<b><u>State Mutual Aid/TAC (Red)</u></b>	<b><u>154.07000</u></b>	<b><u>154.07000</u></b>
State Mutual Aid/Staging (Gold)	153.90500	153.90500
Jefferson Simplex	171.50000/123.0	171.50000
West Peak Repeater	164.00000/114.8	171.50000
Wheatland CO Repeater	158.74500/100.0	154.830
Sunlight Repeater	164.00000/107.2	171.50000
Com Use 1/FS TAC	168.61250	168.61250
Air/Gnd West of US highway 191	167.4250	167.4250
East of US highway 191	168.387	168.387

**C. Billings and Reimbursements**

Normally, the party chief or person in charge for each agency will negotiate for specific suppression work and length of stay at the time of the incident. Since the initial attack costs balance out over time, the first (24) hours will not be reimbursable. ***County Resources used (and requested by the Forest Service) after the first (24) hours will be required to meet all National Wildfire Coordinating Group (NWCG) Requirements on training, PPE (personal protective equipment) and fitness levels.***

1. Prior to the order for use of aerial resources, permission of the DNRC-Northeastern Land Office duty officer or Helena-Lewis and Clark National Forest duty officer will be obtained.
  - a) **Situation:** Fire is Forest Service responsibility. The Forest Service incident commander (IC) at the scene requests through dispatch, assistance from the rural fire district. The Forest Service IC needs to make sure this request goes to Great Falls Dispatch (406-731-5300).
  - b) **Situation:** Fire is rural district responsibility. The rural fire district incident commander (IC) at the scene requests through dispatch, assistance from the local

USFS. The request may go directly to the District Fire Management Officer (FMO) or Fire Duty Officer (DO). The USFS FMO or DO will coordinate with Great Falls Interagency Dispatch (GDC) upon receiving information of the request. It is also encouraged that the on scene IC communicates directly with GDC if capable and knowledgeable. If assistance is expected to exceed 24 hours, the county is required to involve the DNRC Northeastern Land Office (406-538-7789).

2. Suppression costs from the use of an Incident Management Team (Type 1, 2 or 3 Team) will be the responsibility of the jurisdictional agency.
3. Fire suppression costs for extended attack action such as aerial retardant or other aviation costs can be charged back to the jurisdictional agency fire accounting codes.
4. Payment for equipment belonging to a rural fire department which provides suppression action or residential protection within its own protection boundary is not authorized.
5. Payment of personnel from any department under the guidelines outlined above may be appropriate. If billing is required, all rates are set and paid according to the rates described in the Interagency Fire Business Management Handbook and the supplemental NRCG Mobilization of Local Government Firefighting Resources. All documents regarding payment for assistance will be submitted through the each agency's dispatch office.

**VI.** A “*Cost Share Agreement*” (**Appendix B**), will be utilized under this agreement when fire emergencies/incidents require cost sharing, eg. Boundary fires - *Reference CFPA, part 39*.

## **VII. GENERAL PROVISIONS**

### **A. Commencement/Expiration**

This operating plan is entered into and agreed upon by the agencies shown as signatories, commencing upon the date of the last signature. The operating plan is established for the remaining period of the Master Agreement, and thus it expires **12/31/2021**.

### **B. Modifications**

This operating plan will be reviewed annually and will remain in effect until the expiration date described below unless it is terminated by the mutual consent of all parties or it is superseded by an updated OP. The formal review period for modification(s) will be provided in January – March. Manual or policy change for any signatory party that affects this agreement would automatically be modified therein.

### **C. Termination**

Any party to the Agreement shall have the right to terminate its participation under this Agreement by providing one-year advance written notice to the other Parties.

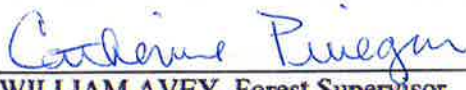


**E. Authorized Representatives**

By signature below, the parties certify that the individuals listed in this document as representatives of each party are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

  
\_\_\_\_\_  
CLIVE ROONEY, Northeastern Land Office Land Manager  
Montana Department of Natural Resources  
Date 6/12/19

  
\_\_\_\_\_  
RICHARD MOE, Chairman  
Wheatland County Commissioner  
Date 7/18/19

for   
\_\_\_\_\_  
WILLIAM AVEY, Forest Supervisor  
U.S. Forest Service, Helena-Lewis and Clark National Forest  
Date 7/15/19

The authority and format of this instrument, 19-FO-11011500-001 have been reviewed and approved for signature.

  
\_\_\_\_\_  
EMMA SPURLOCK  
U.S. Forest Service Grants Management Specialist  
Date 5/10/2019

**EXHIBIT A**  
**SUPPLEMENTAL PROJECT AGREEMENT**  
between the  
**MONTANA DEPARTMENT OF NATURAL**  
**RESOURCES AND CONSERVATION**  
and  
**WHEATLAND COUNTY**  
And the  
**USDA, FOREST SERVICE,**  
**HELENA-LEWIS and CLARK NATIONAL FOREST**

Master Agreement #17-FI-11015600-010, Operating Plan #19-FO-11011500-001

**I. INTRODUCTION**

Brief description of project, where located, NEPA status (if required), design/specifications status, and the Federal authority under which the request is made, i.e., Cooperative Funds and Deposits Act, Granger-Thye Act, etc.\*

**II. SCOPE AND DURATION**

The objective of this project is to \_\_\_\_\_.

It is anticipated that this project will begin \_\_\_\_\_  
and will end \_\_\_\_\_.

**III. PRINCIPAL CONTACTS**

Principal contacts for each Agency for the administration of the project are:

Name  
Address  
Telephone  
Email

Name  
Address  
Telephone  
Email

**IV. DETAILED PROJECT DESCRIPTION**

- A. Specific duties and tasks to be performed. Identify desired end results.
- B. Identify tools and equipment needed and who will supply them.
- C. Identify size of crew and who will be providing transportation.
- D. Other

**V. SUPERVISION AND TECHNICAL OVERSIGHT**

**VI. REIMBURSEMENT**

Describe reimbursement and billing procedures.

**VII. FINANCIAL PLAN**

List which Agency is reimbursing the other and detail items to be reimbursed. Include:

- Salaries
- Travel
- Supplies
- Equipment use
- Administrative charges
- Project total
- Management code to be charged

Reimbursement shall be made only for actual expenses incurred. Itemized documentation in support of all expenses is required.

**VIII. SIGNATURES**

\_\_\_\_\_  
**Agency Administrator**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Agency**

\_\_\_\_\_  
**Agency Administrator**

\_\_\_\_\_  
**Date**

\* Request made by non-Federal parties to the USFS under the authority of the Granger-Thye Act shall include the following provision:

The cooperator hereby agrees to defend and hold harmless the USDA Forest Service its representatives or employees, from any damage incident to the performance of the work resulting from, related to, or arising from this instrument.

**EXHIBIT B**  
**SAMPLE COST SHARE AGREEMENT**

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

INCIDENT NAME: \_\_\_\_\_ INCIDENT NUMBER \_\_\_\_\_

START DATE AND TIME: \_\_\_\_\_ FIRE/"P" NUMBER: \_\_\_\_\_

This Cost Share Agreement between \_\_\_\_\_ and  
\_\_\_\_\_, and with the cooperation of \_\_\_\_\_  
\_\_\_\_\_ was prepared under the following authorities provide by

Cooperative Fire Protection Agreement Number \_\_\_\_\_  
Dated \_\_\_\_\_

It is hereby agreed that the costs on this Incident will be shared as follows: using some mutually agreed to equitable basis as determined by the Agency administrators.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Agreement and the apportionment described are our best judgments of fair and equitable Agency cost responsibilities.

Agency: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Agency: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_