12030012

South Dakota Department of Agriculture

Division of Wildland Fire Suppression

Cooperative Fire Agreement

Agreement # SDFD2011SPFX

STATE OF SOUTH DAKOTA
WILDLAND FIRE SUPPRESSION AGREEMENT

I. PARTIES

THIS AGREEMENT IS HEREBY made and entered into by and between the Wildland Fire Suppression Division of the South Dakota Department of Agriculture, an agency of the State of South Dakota, 4250 Fire Station Road, Suite #2, Rapid City, SD 57703-8722, (hereinafter, "STATE"), and Spearfish Volunteer Fire Dept. 622 Canyon St. Spearfish, SD 57783 (complete legal name and address), (hereinafter, "COOPERATOR").

II. GENERAL PROVISIONS

1. STATE and COOPERATOR hereby enter into this Agreement to cooperate in fire prevention and suppression efforts, pursuant to SDCL 41-20 and SDCL 1-24.

2. This Agreement represents the entire agreement between STATE and COOPERATOR and supersedes all prior negotiations and wildland fire suppression agreements.

3. This Agreement will become effective on the **1st Day of December, 2011**, and continue until the **30th Day of November, 2016**_, unless otherwise terminated according to the terms of this Agreement.

4. COOPERATOR agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder. This section does not require the COOPERATOR to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

6. In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.

7. While performing services under this Agreement, COOPERATOR is an independent cooperator and not an officer, agent, or employee of the State of South Dakota.

8. COOPERATOR agrees to report to the STATE any event encountered in the course of performance of this Agreement which results in injury to the person or property of third parties, or which may otherwise subject COOPERATOR or the STATE to liability. COOPERATOR shall report any such event to the STATE immediately upon discovery.

COOPERATOR'S obligation under this section shall only be to report the occurrence of any event to the STATE and to make any other report provided for by their duties or applicable law. COOPERATOR'S obligation to report shall not require disclosure of any information

subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the STATE under this section shall not excuse or satisfy any obligation of COOPERATOR to report any event to law enforcement or other entities under the requirements of any applicable law.

9. This Agreement may not be assigned without the express prior written consent of the STATE. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

10. COOPERATOR shall comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.

11. COOPERATOR may not use subcontractors to perform the services described herein without the express prior written consent of the STATE. COOPERATOR will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the STATE, and to provide insurance coverage for the benefit of the STATE in a manner consistent with this Agreement. COOPERATOR will cause its subcontractors, agents, and employees to comply, with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

12. **PROOF OF AUTHORITY TO SIGN**: If the contracting party is not a natural person, evidence of authority granted by the legal entity to the natural person who signs this agreement on behalf of the legal entity **must be attached** as a condition precedent to any obligation by the State of South Dakota under this Agreement. A copy of a resolution of the governing body or minutes of a regular meeting showing approval of the agreement or an ordinance approving the agreement and authorizing a named person to sign the agreement may be used as adequate proof of authority.

13. COOPERATOR agrees to obtain, and at all times during the term of this Agreement, maintain in force insurance coverage of the types and with the limits as follows:

Commercial General Liability Insurance – Cooperator shall maintain commercial general liability insurance with a limit of not less than $1,000,000.00 (one million dollars) per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement, or be no less than two times the occurrence limit.

Automobile Insurance - COOPERATOR shall maintain automobile liability insurance or equivalent form for all fire vehicles listed on the state resource list with a limit of not less than $1,000,000.00 (one million dollars) per accident, and an occurrence limit of not less than twice that amount. If COOPERATOR does not carry roll over or collision insurance on any vehicles, COOPERATOR assumes all risk of loss and agrees to hold STATE harmless for all related losses.

Workman's Compensation Insurance - COOPERATOR shall comply with all state laws and regulations pertaining to Workman's Compensation Insurance for contract personnel and provide proof of coverage if requested by the Secretary or Wildland Fire Coordinator.

If COOPERATOR is the type of entity listed in SDCL 62-1-5.2, COOPERATOR will be covered by the state's workers' compensation policy while engaged in fire suppression efforts under this Agreement within the State of South Dakota. No workers' compensation benefits may be provided by the State if a workers' compensation claim arises while COOPERATOR is dispatched to a wildland fire outside the State of South Dakota, unless the fire is a threat to resources within the State of South Dakota. Cooperators that wish to make their department resources available for out-of-state assignment through this agreement must provide proof of workers compensation coverage that provides coverage to Cooperator personnel outside of the State of South Dakota.

COOPERATOR agrees to provide valid "Certificate(s) of Insurance" to the STATE as an attachment to this Agreement. Certificates must be filed with the Wildland Fire Suppression Division before the STATE will sign an agreement with the COOPERATOR. COOPERATOR further agrees to annually file updated Certificate(s) of Insurance to the Wildland Fire Suppression Division. No cooperator will be dispatched to a fire outside the boundaries of South Dakota without having annual proofs of insurance on file with the State. The named insured on all Certificates of Insurance must be an exact match to the person or entity that is the named Cooperator under this Agreement.

14. Any notice or other communication required under this Agreement shall be in writing. **Notice(s) shall be sent by and to Fire Business Manager, South Dakota Department of Agriculture, Wildland Fire Suppression Division, 4250 Fire Station Road, Suite #2, Rapid City, SD 57703-8722, (605) 393-8011, on behalf of the STATE, and by and to** Spearfish Volunteer Fire Dept **, on behalf of the COOPERATOR, or such authorized designees as either party may from time to time designate in writing.** Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

III.
JOINT POWERS PROVISIONS

STATE and COOPERATOR mutually agree that:

1. This Agreement does not establish a separate legal entity as contemplated by SDCL 1-24-5. The cooperative undertaking described herein will be financed and conducted under the provisions of this agreement by the STATE and COOPERATOR, respectively. Each party has responsibilities under the terms of this Agreement, and no joint board or joint administrator will be used. Purchase and maintenance of equipment used to fulfill this Agreement will be undertaken by the respective agencies as described in **Appendix A**. No real property will be purchased to use for this Agreement.

2. The STATE will file a copy of this Agreement with the Attorney General and the Legislative Research Council not more than 14 days after execution, as required by SDCL 1-24-6.1, unless the following provision is signed by the cooperator (non-governments sign).

SIGN HERE IF COOPERATOR IS A PRIVATE NON-PROFIT CORPORATION: I hereby certify that the undersigned cooperator is private nonprofit corporation to which the joint power laws and provisions do not apply. SIGNED: _____

3. Financing required by this agreement will come from regular department budgets and the state fire suppression fund. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

4. This agreement may be terminated by either party upon sixty (60) days written notice without cause.

5. All parties must comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. 2000d) and, in accordance with Title VI of that act, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

IV
FIRE SUPPRESSION PROVISIONS

1. STATE agrees to provide technical assistance to COOPERATOR, pursuant to the terms and conditions in **Appendix A**, attached hereto and incorporated by reference.

2. STATE agrees to compensate COOPERATOR for personnel and equipment provided to the Wildland Fire Coordinator pursuant to this Agreement, at the rates set forth in **Appendix A**, attached hereto and incorporated by reference.

3. COOPERATOR agrees to provide wildland fire suppression assistance to STATE, pursuant to the terms and conditions set forth in **Appendix A**.

4. COOPERATOR agrees to designate a person as **Fire Coordinator**. The Fire Coordinator will serve as the contact person regarding cooperative efforts under this agreement. COOPERATOR further agrees to notify the STATE in the event the Fire Coordinator designation changes.

5. COOPERATOR agrees to furnish a cost statement to the Fire Business Accountant (address below), within 30 working days of expenditure, for all fire related expenditures that COOPERATOR incurred and are related to damages or expenses associated with wildland fire suppression activities within the State.

Fire Business Accountant
South Dakota Wildland Fire Suppression Division
4250 Fire Station Road, Suite #2
Rapid City, SD 57703-8722

Payment shall be made by the Division in the following manner: The Division will have 15 working days to review all bills submitted to assure they are proper and correct. Once the bill is accepted as correct, the Division will pay all bills within 45 days of receipt. After 45 days, the "bill" shall accrue interest at 1 1/2% per month, in accordance with state law.

6. COOPERATOR agrees to promptly report any vehicle damage sustained on an incident to the STATE or appropriate jurisdictional agency.

7. STATE acknowledges that structural protection work does not currently require a COOPERATOR to hold an Incident Qualifications Card (IQC), otherwise called a "Red Card". If ordered for Structural Protection, COOPERATOR agrees that personnel, who do not have a "Red Card" with wildland fire qualifications on it, will be released from the incident when structural protection is no longer required by the incident.

IN WITNESS WHEREOF, the parties signify their agreement by signing below.

COOPERATOR'S LEGAL NAME: Wallace White

TITLE: Fire Chief

SIGNATURE OF COOPERATOR:

1-30-12
Date

STATE OF SOUTH DAKOTA

BY: Jay T. [illegible]
Wildland Fire Coordinator or his designee

on this 14 Day of March, 2012.

Approved as to form by:

APPROVED BY:

Walt Bones
Walt Bones Secretary
South Dakota Department of Agriculture
State of South Dakota

On this 21 Day of March, 2012.

-State Agency Coding (MSA Center) 0311301/0311302.
- State Agency MSA Company for which contract will be paid 3059.
-Object/subobject MSA account to which voucher will be coded 5204460/5204960.
-Name and phone number of contact person in State Agency who can provide additional information regarding this contract Brenda Even, 605-393-8115.

APPENDIX A
WORK AND PAYMENT PLAN
FOR
FIRE SUPPRESSION FORCES

I. DEFINITIONS

As used in this Appendix, "Division" refers to the Wildland Fire Suppression Division of the South Dakota Department of Agriculture.

A. **Camp Help** – Workers hired to perform unskilled tasks and support services in fire camp.
B. **Casuals** – Persons hired, usually at the incident or directly by the incident to perform unskilled work in camp or in positions where fire suppression skills are not needed.
C. **Crew Rotation Vehicle** – A vehicle used to transport replacement crews to a fire to relieve firefighters already on the fire and to transport the released crew back to the hire point.
D. **Dry Contract** – The government furnishes all operating supplies after the equipment arrives at the incident.
E. **False Alarms** – An incident where a fire engine and/or firefighters are sent to a reported fire and no fire is found.
F. **Initial Attack** – The period of time from the first response of fire units until a functioning fire team has developed. On large fires the first twelve hours is called initial attack. On small fires initial attack may end within a few minutes after a fire unit arrives on the fire scene.
G. **Off-shift** – Consists of time for sleeping, resting, or eating when a person or crew is free from assigned duties or when equipment is broken down or inoperable.
H. **On-shift** – Consists of time spent traveling to and from the point of hire and related waiting time, and other travel necessary for the performance of work, such as from fire camp to fire line or between fire camps, while staged, and actual work.
I. **Ordered Standby** – An employee is on duty and time spent on standby duty is hours of work if, for work related reasons, the employee is restricted by official order to a designated post of duty and is assigned to be in a state of readiness to perform work with limitations on the employee's activities so substantial the employee cannot use the time effectively for his or her own personal use. Meal breaks are not considered compensable time during periods of ordered standby.
J. **Point of Hire** – The designated fire hall or remote station from which a fire unit or member was originally sent to a Wildland fire. It is usually the main fire hall for fire departments.
K. **Service Periods** – The time period that begins when a fire unit or personnel are sent to a Wildland fire and ends when the fire unit returns to the point of hire. This service period is uncertain, or purely temporary, and may be terminated by the Division or incident official when the resources are not needed.
L. **State Radio** – The official radio dispatch facilities for highway patrol.
M. **Staged** – It is the period of time when, at the direction of the Division or an incident official, personnel or equipment are held in a specific location fully outfitted and ready for immediate assignment. This is considered "on shift" time.
N. **Water Tender Operator** (Support) – A water tender may be staffed with a crew of one (a driver/operator) when it is used in a support role as a fire engine refill unit or for dust abatement.

O. **Water Tender Operator** (Tactical) – When tactically deployed, a water tender will carry a minimum crew of two, with the same qualifications as for a Type 6 engine. Tactical deployment is defined as direct fire suppression missions such as pumping hose lays, live reel use, running attack, and use of spray bars and monitors to suppress fires.

P. **Wet Contract** – The cooperator furnishes all operating supplies.

Q. **Zone Dispatch Center** – A multi dispatch facility to coordinate Wildland fire resource orders for federal and local fire agencies. It is located in the Northern Great Plains Interagency Dispatch Center, Rapid City, South Dakota. The Zone Dispatch Center for Harding County is Miles City Dispatch in Miles City, MT. All federal resources and resources from outside the state of South Dakota are routed through these zone Dispatch Centers.

II. MINIMUM REQUIREMENTS FOR FIREFIGHTERS

Cooperator agrees to adopt and follow the minimum standards:

A. Qualifications
Federal Responsibility areas – No compensation for individuals who don't have a current Incident Qualification Card (IQC) or the equipment they utilize. All individuals must be certified under the other requirements in this section to be assigned to a fire under state or federal jurisdiction. For Structure qualifications See Section III, paragraph D.

B. Incident Qualification Card (IQC). Except for initial response and the initial attack phases of a fire, all personnel must have a valid IQC listing their current physical fitness score and qualifications.

C. Wildland Clothing and Safety Equipment - The Cooperator shall ensure that all firefighters have the following fire safety clothing and personal firefighting equipment when responding to a wildland fire:

1. A fire resistant shirt that meets current NFPA 1977 requirements for wildland fire suppression;
2. Fire resistant pants or coveralls that meet current NFPA 1977 requirements for wildland fire suppression;
3. Leather lace-up boots (8" high) with lug soles;
4. A helmet or hard hat that meets ANSI (Z89.1-1986 Class A & B) specifications; and current NFPA 1977 requirements for wildland fire suppression.
5. Leather gloves that meet NFPA 1977 requirements for wildland fire suppression;
6. One "New Generation" (M-2002) Fire Shelter
7. Goggles or other proper eye protection;
8. Two quarts of drinking water;
9. One pair of earplugs or other hearing protection;
10. Headlamp that attaches to the helmet or hardhat.

D. Structure Clothing, Safety Equipment and Personnel Qualifications – See Section III, paragraph D.

E. Personnel Classifications - The Cooperator shall be compensated for personnel according to the function they fill on an incident. If filling a function for which they are not fully qualified, as per training and experience required under PMS 310-1, the individual will be paid one classification lower except in those instances where an Overhead trainee is not working under direction of a fully qualified individual in that position, in which case the trainee is entitled to the identified full rate. Individuals filling positions will be compensated according to the rates established in the *"Interagency Incident Business Management Handbook"*, current effective federal AD Pay Plan.

III. MINIMUM ENGINE AND TENDER STANDARDS

A. Fire Engine Equipment - All fire engines shall be equipped with a pump and tank in good operating condition. Each engine shall carry drinking water, food rations, and a basic first aid kit. Each fire engine shall also be equipped with the following firefighting hand tools: one Pulaski; one McLeod; one fire shovel; one hand operated backpack water pump; and drip torch and fuel or fusees. Additional hand tools may be carried to ensure that each person assigned to the unit shall have an appropriate hand tool, one "New Generation" (M-2002) Fire Shelter.

B. Vehicle Inventory - An accurate and current inventory list shall be maintained for each engine or tender. An inventory record shall be available with each engine or tender responding to an incident. The Division may inspect any engine or tender, provided by the Cooperator and check the inventory record. This may be done when the engine or tender arrives at a staging area, the fire scene, or at any time the unit is assigned to an incident.

All fire engines and water tenders must meet minimum NWCG or state standards unless otherwise stated. Resource orders will be filled as per NWCG standard.

C. Classification Standards - Engines and Tenders will be classified by type according to the following standards:

ENGINE TYPES:

	STRUCTURAL ENGINES		**WILDLAND ENGINES**					
Components	TYPE 1	TYPE 2	TYPE 3	TYPE 4	TYPE 5	TYPE 6	TYPE 7	TYPE 9*
Pump Rating	1000+	500+	150	50	50	30	10	6
Min. flow (gpm) @ rated pressure.(psi)	150	150	250	100	100	100	100	100
Tank capacity range(gal)	400+	400+	500+	750+	400-750	150-400	50-200	50
Hose 2.5" (feet)	1200	1000						
Hose 1.5" (feet)	400	500	500	300	300	300		100 ½"
Hose 1" (feet)	200	200	500	300	300	300	200	
Ladder (feet)	20 ****	20 ****						
Master Stream (GPM)	500							
Personnel	3**	3	2***	2****	2***	2***	2***	2

*- State standard not NWCG requirement

**- In-State standard is 3 or 4 personnel (Out-of-State requires 4 personnel)

***-In-State standard is 2 or 3 personnel (Out-of-State requires 2 or 3 personnel, as requested by the ordering agency)
****-In-State standard is 20 feet of ladder (Out-of-State requires 48 feet)
Common additional needs. Requested as needed.
-All wheel drive
-Pump & Roll
-High pressure pump (minimum 40 gpm @ 250 psi)
-Class A Foam Proportioner
-Compressed air foam system (CAFS) with minimum 40 cfm compressor
-Additional personnel

*- State standard not NWCG requirements

Water tenders must carry appropriate hose, clamps, adapters, and tools to be able to fill engines and or portable tanks. Tenders must also carry a minimum of one shovel and pulaski. Tenders participating in out of state dispatches must meet minimum federal guidelines for equipment and accessories. All types shall meet federal, state, and agency requirements for motor vehicle safety standards including all GVW ratings when fully loaded.

Water Tender Type								
	Support			Tactical		State Standard		
Requirements	S1	S2	S3	T1	T2	4*	5*	
Tank Capacity (gal)	4000	2500	1000	2000	1000	400+	400+	
Pump minimum flow (gpm)	300	200	200	250	250	80+	---	
@ 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	1	

General specification for Engines and Tenders:
1. Larger diameter hose may be substituted for smaller hose to achieve total needed length.
2. Hose size is hose coupler size.
3. Engines must carry fittings to connect all hose on the apparatus.

D. Ordered Structural Fire Engines - Any engine specifically ordered for the purpose of providing structural fire protection should have the basic gear and safety equipment required by structural firefighting standards. Each engine must have, at a minimum, the following items for personnel:

1. NFPA 1971 approved protective clothing for structural firefighting.
2. NFPA 1971 approved protective hoods.
3. NFPA 1971 approved gloves for structural firefighting.
4. NFPA 1971 approved helmets for structural firefighting.
5. NFPA 1981 approved SCBA's; for structural firefighting.
6. NFPA 1971 approved footwear for structural firefighting.

7. 400 ft of 1 ½ " single jacket wildland hose.
8. 200 ft of 1" single jacket wildland hose.
9. 1 hand tool for each crew member, ex. 2 – Shovels, 1 – Mc Leod, 1 – Pulaski
10. The following appliances: 2 – 1 ½ inch – 1 inch Forestry "T's", 2 – Reducers NST – 1 ½ inch to 1 inch.
    2 – 1 ½ inch – 40 GPM nozzles.
    2 – 1 inch – 20 GPM nozzles.
    2 – Forestry clamps for single jacket wildland hose.
11. New Generation (2002) Fire Shelters for all engine crew members.
12. Wildland fire personal protective equipment for all engine crew members.
13. Ladder, 20 foot extension
14. One crew member per engine must have taken the NWCG S-215 course or the corresponding National Fire Academy Urban Interface Crosswalk course (NFA 610).

IV. COMPENSATION PLAN

This agreement supersedes any previous addendum, letter, or other correspondence concerning compensation rates, except for those current rangeland fire suppression agreements between the STATE and county governments of South Dakota.

When the Wildland Fire Coordinator directs forces dispatched under this agreement to a fire, the cooperator responding shall be compensated from the time and point of dispatch at the rates set forth in this agreement by the Secretary, of the SD Department of Agriculture and stated in the Chapter 50 supplement of the *Interagency Incident Business Management Handbook* for the Rocky Mountain/Great Basin Coordinating Groups and any subsequent amendments thereto. The STATE will apply the version of rates which are in effect at the time of dispatch, or when compensable time begins under this agreement, except that all guaranteed minimums in the handbook are excluded from application to this agreement and specific rates set forth herein supersede regional rates. Personnel employed by state, federal, or local governments, or active military personnel assigned to firefighting duty and paid for this duty by their employer are not eligible for compensation to the COOPERATOR under this agreement..

1. Reimbursement for Meals and Lodging. Compensation for meals and lodging is at the discretion of the incident commander. The COOPERATOR shall provide the first meal. Reimbursement of lodging and meals for COOPERATOR personnel will be based on per-diem rates and rules established for the State of South Dakota.

a. Lodging

Reimbursement for lodging will be based on receipts and will not exceed current state rate per night per individual. Receipts for multiple occupancy must show the single rate and the multiple occupancy rates. Individual reimbursement will be based on the total room rate (plus tax) divided by the number of occupants. The State reimbursement rate is $46.50 per day per person in state or $150.00 per day per person out of state. (This rate is subject to change.)

b. Meals

Reimbursement for meals will be based on and cannot exceed current State per diem rates. Tips are not reimbursable. State rates in state are, Breakfast - $5.00, Lunch - $9.00, and Dinner - $12.00. Out of state rates are, Breakfast - $8.00, Lunch - $11.00, Dinner - $17.00. (These rates are subject to change.)

2. Compensation Rates for COOPERATOR Personnel. The COOPERATOR will receive compensation for personnel at the following the rates for South Dakota as set forth in the current year AD pay plan as found in the *Incident Business Management Handbook*, except that all guaranteed minimums therein are excluded from application to this agreement. Personnel shall be paid at the current pay rate for the position they are filling on the incident. Trainees in the position will be paid the next lowest rate under the qualified position. To find the appropriate AD pay rate refer to the current year AD pay plan which can be found at the Rocky Mountain Incident Business Management website at
http://gacc.nifc.gov/rmcc/administrative/fire_business.html

3. *Compressed Air Foam.* Add $20.00/Hr to the rates listed for any engine equipped with a Compressed Air Foam System (CAFS) meeting the following minimum capacity, 40 CFM @ 100 PSI, to cover the cost of foam based on an application rate of three tenths of one percent @ 25 gpm and additional equipment.

4. *Fire Gel or Class A Foam.* Fire Gel or Class A Foam used on wildfires will be replaced on the fire. If the supply unit does not stock the proper gel or class A foam then the cooperator can request replacement through the state supply cache or bill the State for the gel or class A foam used. Requests for replacement of gel supplies will be accompanied by supporting documentation, such as an ICS 214 or Crew Time Report (CTR), which notes where the supplies were used and the quantity.

5. *Prescribed Fire/Severity Patrol.* When the cooperators equipment and personnel are used for prescribed fire or severity patrol the equipment will be reimbursed at a rate of $57.00 per 24 hour day (0001-2400 hrs) and $0.49 per mile the duration of the assignment. However personnel will be reimbursed for the full hourly rate under the compensation plan of this agreement.

6. *Engines, Tenders and Specialized Equipment.* The Cooperator will be compensated for use of specialized equipment based on the following rates approved by the South Dakota Secretary of Agriculture as negotiated on an annual basis:

V. DIVISION OBLIGATIONS

A. Liaison with Other Agencies - The Division shall act as liaison between the Cooperator and other governmental agencies on matters pertaining to wildland fire suppression efforts and large fire mobilization efforts that are provided under the terms of this agreement.

B. Training - The Division shall assist the Cooperator in obtaining fire training that will help them with wildfire suppression efforts. A fee may be charged for some training classes.

C. Notification - The Division shall notify the dispatching agency of, and/or the Cooperator of any reported wildfires within the COOPERATOR's Protection Area.

D. Available Funds - Nothing in this agreement shall be construed as binding either party to expend any sum in excess of the governmental appropriations available. See rate table on next page.

E. Order Requests - It is recognized that the Division is not to search for requests for resources. However, the Division will make reasonable attempts to fill all requests received, whether they are single or multi resources requests.

South Dakota State Wildland Fire Suppression Proposed Equipment Rates All rates established with operating supplies provided by cooperator (wet)			
Engines	Type 1 (Structural)	$95.00/hr	
	Type 2 (Structural)	$92.00/hr	
	Type 3	$87.00/hr	
	Type 4	$87.00/hr	
	Type 5	$82.00/hr	
	Type 6	$82.00/hr	
	Type 7	$30.00/hr	
	Type 8	$15.00/hr	
			All Type 3, 4, 5, 6 engines equipped with CAFS, add $20.00 per hour
Tactical Tenders	Type 1	$115.00/hr	
	Type 2	$100.00/hr	
	Type 3	$80.00/hr	
	Type 4	$20.00/hr	
	Type 5	$8.00/hr	
Support Tenders	Type 1	$107.00/hr	
	Type 2	$92.00/hr	
	Type 3	$72.00/hr	
	Type 4	$11.00/hr	
	Type 5	$6.00/hr	
Power Saws		$5.00/hr for the first two hours or $30.00 per shift	
Portable Pumps	0 – 200 GPM	$30.00/ 24 hour day	Operator must provide appropriate pump kit
	200 + GPM	$40.00/ 24 hour day	
Portable Tanks	Under 1500 Gallons	$20.00/ 24 hour day	
	1500 + Gallons	$25.00/ 24 hour day	
STEN, DIVS or any vehicle assigned to line duty	Radio Equipped for use on incident	$57.00 per 24 hour day (0001-2400 hrs) and $0.51per mile	Must be 4WD
Crew Rotation Vehicle		$0.51 per mile	Mileage to and from incident only, and only one rotation allowed per incident for reimbursement

VI. DISPATCHING

The Division and the Cooperator agree to follow the procedures listed in this section when dispatching fire units to wildland fires.

A. Northern Great Plains Interagency Dispatch Center - The Division shall maintain a dispatch center for reporting and dispatching wildland fire suppression resources. It will be operated according to the following guidelines:

1. The Northern Great Plains Interagency Dispatch Center in Rapid City will serve as the contact point for reporting wildland fires.

2. The Northern Great Plains Interagency Dispatch Center (GPC) will normally be manned Monday through Friday from 8:00 AM to 4:30 PM. The GPC may change this schedule at its discretion.

3. Radio call sign is "Northern Great Plains Dispatch" or "Great Plains Dispatch" and may be hailed on the Black Hills Fire Digital Talkgroups or State Fire Talkgroups when GPC is in operation.

4. Telephone number is 1-800-275-4955 with a 24 answering service.

B. Resource Ordering Status System - The Cooperator will ensure that their resources status is properly updated in ROSS in order for the Northern Great Plains Interagency Dispatch Center to consider them for fire assignments outside the dispatch zone. Northern Great Plains Interagency Dispatch Center will assign resources to incidents within the Black Hills Forest Fire Protection District and the Northern Great Plains Zone, using the "Closest Forces" concept. Harding County VFD's will be dispatched in ROSS through Miles City Dispatch (MCC). Resources listed in ROSS as available will be utilized as needed by the incidents outside of initial attack. For information on ROSS Statusing, contact Great Plains Dispatch and for information on WebIQS contact the WFS Fire Training Officer.

C. Reporting Wildland Fires - The cooperators local dispatch center will report all wildland fires to the Northern Great Plain Interagency Dispatch Center.

D. Mutual Aid Agreement – COOPERATOR's with mutual aid agreements in place may request resources from other agencies. Northern Great Plains Interagency Dispatch will then be notified in a timely manner of the filled request. However, when a COOPERATOR responds to a local fire on private, state, or federal property on state or federal jurisdiction within the COOPERATOR's area of primary responsibility or an adjacent area of mutual aid, the State will not pay for such fire suppression unless initial attack effort extends for more than three hours. When initial attack becomes compensable, payment is from the time of dispatch to the time of release from the incident as noted by times on the crew time report. This Mutual Aid Agreement provision will not supersede any written agreement between a federal agency and the COOPERATOR dealing with specific federal areas of ownership or parcels within the COOPERATOR's initial or extended attack area (i.e. military bases or federal reservations).

E. Ordering Fire Suppression Resources – State, and federal fire engines, tenders, air tankers, helicopters, other firefighting resources, and manpower needed for wildland fire

suppression efforts shall be ordered for any incident through the GPC or MCC in Harding County when a State or Federal officer or their designee assumes incident command.

F. Federal Resources - Federal wildfire fire suppression resources such as but not limited to IMT's, aircraft, or National Guard resources must be ordered through GPC with the exception of Harding County, which will order through MCC.

H. Alternate Sources - The Cooperator may request reinforcements through other contacts if Division personnel or GPC or MCC cannot be reached by any of the methods listed above.

I. Radio Communications -- All COOPERATOR radio communication equipment used in the performance of this contract will have to be narrowband capable to operate on 12.5 kHz (11.25 kHz occupied bandwidth) or narrower channels or employ a technology that achieves the narrowband equivalent of one channel per 12.5 kHz of channel bandwidth (voice) or 4800 bits per second per 6.25 kHz (data).

VII. MISCELLANEOUS PROVISIONS

A. Meetings - The parties of this agreement may meet annually to discuss training, prevention needs, operating procedures, and reimbursements rates for equipment and personnel that affect both parties.

B. Discrimination - Neither party shall discriminate against any employee or applicant for employment because of race, religion, color, national origin, or sex, and shall include similar provisions in all subcontracts for such work. The aforesaid provisions shall include but are not limited to the following: employment, upgrading, demotion or. transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

C. Political Official Benefits - The parties agree that no member or delegate to Congress, State Legislator, or resident Commissioner, after his election or appointment, and either before or after he has qualified and during his continuance in office; and no officer or agent or employee of federal, state, or local government shall be admitted to any share or part of this contract or agreement or to any benefit therefrom, unless it is made with a corporation for its general benefit and is consistent with constitutional, statutory, and regulatory requirements for such federal, state, or local government entities.

D. Other Agreements - Nothing in this agreement shall prohibit the parties from entering into other agreements or contracts with any private agency, or any other local, township, county, city, state, or federal agency.

E. Bills: All fire suppression bills or billing questions should be sent/directed to:

SD Wildland Fire Suppression
Fire Business Accountant
4250 Fire Station Rd., Suite 2
Rapid City, SD 57703

(605) 393-8011

F. Examples of Billing Statements:

When a fire department bills for a wildland fire or prescribed burn the costs should be submitted on a Fire Suppression Cost Statement. The white copy of the Crew Time Reports (CTR) should also be attached. The appropriate CTR is the South Dakota State Crew Time Report, form # AS-DCF100/95, an example is below.

Fire Suppression Cost Statement:

FIRE SUPPRESSION COST STATEMENT

Name & Date of Fire: Bogus Fire 06/06/2004 Location of Fire T 2N R 5E Sec 24

State Fire # FFN046060 F.S. Sup. Fire # AVL7 District or Depart. Hill City

Statement Prepared By: Jennifer Fox Claimant: Hill City Fire Department

Date: 6/11/04 Address: PO Box 308

Total Statement Amount $1,516.34 Hill City, SD 57745

Total This Page Amount $1,516.34

Approval Signature Claimant Signature electronically signed by Jennifer Fox

Date	Personnel	Hours Reg	Hours OT	Wage/ Hour	Personnel Cost	Equipment/Supply	Hours Used	Miles	Rate/ Hour	Rate/ Mile	Equipment/ Supply Cost
06-Jun-04	Dar Coy	3.00		$23.04	$69.12	Unit 7	5.50		$82.00		$451.00
	Carla Skiles	3.00		$17.40	$52.20	Type 6 w/foam					$0.00
	Craig Comer	3.00		$21.04	$63.12						$0.00
	Jeromey Smith	3.00		$17.40	$52.20	Unit 20	5.50		$92.00		$506.00
	Jason Alexander	3.00		$17.40	$52.20	Type 2X w/foam					$0.00
07-Jun-04	Dar Coy	2.50		$21.04	$52.60						$0.00
	Carla Skiles	2.50		$17.40	$43.50						$0.00
	Craig Comer	2.50		$21.04	$52.60						$0.00
	Jeromey Smith	2.50		$17.40	$43.50						$0.00
	Jason Alexander	2.50		$17.40	$43.50	*Less Deductions for Fuel and Supplies*					$0.00
					$0.00	*if charged to the incident.*					$0.00
					$0.00						$0.00
	chief admin pay	2.00		$17.40	$34.80						$0.00
					$0.00						$0.00
					$0.00						$0.00
	Per diem and Lodging should				$0.00						$0.00
	be added to the personnel costs				$0.00						$0.00
					$0.00						$0.00
					$0.00						$0.00
					$0.00						$0.00
					$0.00						$0.00
Total Personnel Cost This Page		29.50			$559.34	Total Equipment/Supply Cost This Page					$957.00

Page 1

On Out-of-State or large Incidents fire departments may submit a completed Fire Suppression Cost Statement in addition to the completed Emergency Equipment Invoice (OF-286) and Emergency Firefighter Timesheets (OF-288). In addition to the above mentioned documents the white copy of the Crew Time Reports (CTR's), receipts for lodging, and a copy of the resource order. The appropriate CTR is the South Dakota State Crew Time Report, form # AS-DCF100/95, an example is below.

Emergency Firefighter Time Report (OF-288):

O-15001.50 **Emergency FireFighter Time Report, OF-288**

ORIGINAL 10/05/2011 - 10/07/2011

1. Identification Number: F-2011-SD-RBA-011834-000110A Official #01

2. Social Security Number:

3. Initial Employment (X one): ☐ Yes ☑ No

4. Type of Employment (X one): ☐ Casual ☐ Regular Gov't Employee ☑ Other

5. Transferred From:

6. Hired At:

7. Employee Has (X one): ☐ Been Discharged ☐ Quit

8. Entitled To Return Travel Time (X one): ☐ Yes ☐ No

9. Entitled to Return Transportation (X one): ☐ Yes ☐ No

ZIP CODE MUST BE ENTERED BELOW — IN CASE OF ACCIDENT NOTIFY

10. Name (First, Middle, Last): TIM KOBES

15. Name:

11. Street Address: 5500 EAST HWY 44
FAX:
Phone 605-393-0848

16. Street Address:

12. City: RAPID CITY

13. State: SD

14. Zip Code: 57703

17. City:

18. State:

19. Telephone No. (Include Area Code):

20. FIRE LOCATION IDENTIFICATION

Column A	Column B	Column C	Column D
1. Fire Name: OKREEK	1. Fire Name: OKREEK		
2. Fire No.: SD-RBA-011834	2. Fire No.: SD-RBA-011834		
3. Unit/Acct Code: FFM 119317	3. Unit/Acct Code: FFM 119317		
4. Fire Location: MISSION	4. Fire Location: MISSION		
5. State: SD	5. State: SD		
6. Firefighter Classification: DIVS	6. Firefighter Classification:		
7. Rate: $34.28	7. Rate: $34.28		

8. Date and Time a. Year 2011

Mo. b	Day c	Start d	Stop e	Hours f
10	5	20:30	23:30	3.00 TVL
10	6	07:00	12:30	5.50
10	6	12:30	19:30	7.00
10	7	06:00	08:00	2.00
10	7	08:00	11:00	3.00 TVL

9. Total Hours: 20.50

10. Gross Amount (Item 7 x item 9): $702.74

11. Inclusive Dates: 10/5 - 10/7

12. Time Officer's Signature: [signature]

13. Date Signed: 10/7/11

21. Show "H" for Hazard Pay and "E" Plus % for Environmental Differential in the "HOURS" Column for Regular Employees

A Com BO 2600	B Rate	C Miles+/ Hours	D. Accounting Classification (a)	(b)	(c)	E. Object Class (a)	(b)	(c)	F. Amount
			FFM 119317						

Gross Salary or Equip. Rental

22. Commissary Record

23. Remarks

Previous Invoices

Gross Earning

Comm Deduct.

Net Earning

24. ADO Check Number and Stamp

NOTE: The above items are correct and proper for payment from available appropriations

FINAL

25. Employee Signature:

26. Time Officer (Signature): [signature]

Printed: 10/07/2011 07:11 Page 1 of 1 OPTIONAL FORM 288 Rev. 04/2005 v.5.03

Emergency Equipment Use Invoice (OF-286):

(8/12/2011 - 8/17/2011)

Emergency Equipment - Use Invoice

Invoice #: 11-SD-BKF-110573-000025A

This invoice has not received a final audit and is subject to change prior to payment

Official #: 01

1. CONTRACTOR (Name and address) HAYWARD VFD 13730 HIGHWAY 40 KEYSTONE SD 57751-6607 b.DUNS: c.TIN/EIN:	2. INCIDENT OR PROJECT NAME COAL CANYON SD-BKF-110573 3. AGREEMENT NUMBER (From OF-294) 6V001 4. EFFECTIVE DATES OF AGREEMENT a. Beginning: 5/1/2006 b. Ending: 11/30/2011
5. EQUIPMENT (List make, model, serial no., etc.) ENGINE, TYPE 3 Unique ID: HAYWARD CAFS 6 Make: FREIGHTLINER Model: ENGINE-3X	6. POINT OF HIRE (Location when hired) HAYWARD, SD 7. DATE OF HIRE 08/12/2011 8. TIME OF HIRE 0000
9. ADMINISTRATIVE OFFICE FOR PAYMENT SD WILDLAND FIRE SUPP.DIV. FIRE BUSINESS ACCOUNTANT 4250 FIRE STATION ROAD-SUITE 2 RAPID CITY SD 57703-8722	10. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY ☑ CONTRACTOR (wet) ☐ GOVERNMENT (dry) 11. OPERATOR FURNISHED BY ☑ CONTRACTOR ☐ GOVERNMENT 12. RESOURCE ORDER NUMBER E-6031

13. YEAR 2011 MO	DA	14. WORK OR DAILY RATE a. UNITS WORKED (MI/HR/DA)	b. RATE	c. AMOUNT	15. SPECIAL RATE a. UNITS WORKED (MI/HR/DA)	b. RATE	c. AMOUNT	16. TOTAL AMOUNT EARNED (14c + 15c)	17. GUARANTEE	18. AMOUNT
8	12	8.00 HR	$140.00	$1,120.00				$1,120.00		$1,120.00
8	13	9.00 HR	$140.00	$1,260.00				See Next Line	See Next Line	See Next Line
8	13	6.00 HR	$140.00	$840.00				$2,100.00		$2,100.00
8	14	9.00 HR	$140.00	$1,260.00				See Next Line	See Next Line	See Next Line
8	14	6.00 HR	$140.00	$840.00				$2,100.00		$2,100.00
8	15	6.00 HR	$165.00	$990.00				See Next Line	See Next Line	See Next Line
8	15	8.50 HR	$140.00	$1,190.00				$2,180.00		$2,180.00
8	16	8.50 HR	$165.00	$1,402.50				See Next Line	See Next Line	See Next Line
8	16	6.00 HR	$140.00	$840.00				$2,242.50		$2,242.50
8	17	7.50 HR	$140.00	$1,050.00				See Next Line	See Next Line	See Next Line
8	17	6.50 HR	$140.00	$910.00				$1,960.00		$1,960.00

19. CHARGE CODE P2F93Z	20. OBJECT CODE
21. EQUIPMENT WAS ☐ RELEASED ☐ WITHDRAWN Date: Time:	
22. REMARKS FINAL Prior Partial Payments None	

23. GROSS AMOUNT DUE	$11,702.50
24. ITEM 23 FROM PREVIOUS PAGE	
25. TOTAL AMOUNT DUE	$11,702.50
26. DEDUCTIONS *(attach statement)*	$0.00
27. ADDITIONS *(attach statement)*	$0.00
28. NET AMOUNT DUE	$11,702.50

29. NOTE: CONTRACT RELEASE FOR AND IN CONSIDERATION OF RECEIPT OF PAYMENT IN THE AMOUNT SHOWN ON"NET AMOUNT DUE" LINE 28. CONTRCTOR HEREBY RELEASES THE GOVERNMENT FROM ANY AND ALL CLAIMS ARISING UNDER THIS AGREEMENT EXCEPT AS RESERVED IN "REMARKS" BLOCK 22.

30. CONTRACTORS SIGNATURE	31. DATE 17 AUG 2011	32. RECEIVING OFFICER'S SIGNATURE	33. DATE 17 Aug 11
34. PRINT NAME AND TITLE JOHN ESPOSTI		35. PRINT NAME AND TITLE	

Printed: 08/17/2011 12:34 Date Form Modified 5/17/07 OPTIONAL FORM 286

South Dakota Crew Time Report:
Form #: AS-DCF100/95

Crew Time Report, AS-DCF100/95

South Dakota

AG-DCF100/96

FIRE DEPARTMENT
CREW/EQUIPMENT TIME REPORT

CREW NAME (VOL FIRE DEPT)(1)

FIRE NAME (2)			FIRE NUMBER (3)		
4	5	6		7	
NAME OF EMPLOYEE	CLASSIF-ICATION	DATE MILITARY TIME ON	OFF	DATE MILITARY TIME ON	OFF
EQUIPMENT (8)	UNIT (9)	ON	OFF	ON	OFF
OFFICER IN CHARGE (SIGNATURE) (10)		TITLE OF OFFICER IN CHARGE (11)			
NAME (Person Posting to Emergency Time Report)(12)				DATE (13)	

White Copy - To accompany the appropriate billing documents to the South Dakota Wildland Fire Suppression Division.
Yellow Copy - Retain at the fire scene by agency responsible for the fire (State or Forest Service).
Pink Copy - Retain by the Fire Department.

Exhibit A
Resource Work Plan

Tuesday, April 03, 2012

Resource = Spearfish VFD

Resource	Spearfish VFD	**Address**	622 N Canyon St	**Phone**	605-642-1313	**Agreement Date**	12/01/2011 to 11/30/2016
Contact	Travis Landson		Spearfish SD 57783-2322	**Fax**	605-642-1394	**Agreement #**	SDFD2011SPFX
Position	Chief		Lawrence County			**Type**	FD

Equipment

Kind - Type	Unit #	Make	Billing Rate	Cost	Guarantee	Unit	Misc Info
Engine - 6X	Brush 11	Ford	$160.00	$160.00	$0.00	Hour	*Rolling Pumper*
Engine - 6X	Brush 14	Ford F550	$140.00	$140.00	$0.00	Hour	*Portable Pump*
Engine - 6X	Brush 7	Chevrolet	$140.00	$140.00	$0.00	Hour	
Engine - 1	Engine 1	Custom	$170.00	$170.00	$0.00	Hour	*1000' of 5" LDH*
Engine - 2	Engine 12	International	$170.00	$170.00	$0.00	Hour	*Type 2 Structural Engine, Type 3 Wildland Engine, 500' of 4" LDH Hose*
Engine - 1	Engine 2	Custom	$170.00	$170.00	$0.00	Hour	*1000' Of 5" LDH, Estrication Tools*
Engine - 1	Engine 3	Smeal	$190.00	$190.00	$0.00	Hour	*Deck Gun, Trash Pump, 1000' of 5" Hose*
Engine - Ladder	Ladder 8	Spartan	$0.00	$0.00	$0.00	Negotiate	*85' Aerial Platform, 1000' of 5" LDH*
Transportation - Support	Rescue 1	Ford	$0.29	$0.29	$0.00	Mile	*Rope Rescue, Support Services: Transportation*
Rescue / Utility - Support	Rescue 5	International	$0.29	$0.29	$0.00	Mile	*Vehicle Mainly Used For Extracation, Rope Rescue, SCBA Containment Fill Station, Support Services: Transportation*
Transportation - Support	Rescue 6	Ford	$0.29	$0.29	$0.00	Mile	*Wildland Support Transportation, Rescue Support*
Tender, Water - S-2	Tender 4	Kenworth	$140.00	$140.00	$0.00	Hour	*2-1500 Gallon Porta Tanks, 1-Trash Pump*
Tender, Water - S-2	Tender 9	International	$140.00	$140.00	$0.00	Hour	*2-1500 gal Porta-Tanks, Trash Pump*