

**MASTER COOPERATIVE FIRE PROTECTION AGREEMENT  
2011  
NORTHWEST OPERATING PLAN  
OREGON STATEWIDE OPERATING PLAN  
WASHINGTON STATEWIDE OPERATING PLAN  
UNITED STATES DEPARTMENT OF THE INTERIOR**

**BUREAU OF LAND MANAGEMENT**

Oregon and Washington  
Agreement # OR-RFPA09-1001  
DUNS No. 798067393

**NATIONAL PARK SERVICE**

Pacific West Region  
Agreement # H8075-09-004  
DUNS No. 092773134

**BUREAU OF INDIAN AFFAIRS**

Northwest Region  
Agreement # AGP00770  
DUNS No. 076425305

**UNITED STATES FISH AND WILDLIFE SERVICE**

Pacific Region  
Agreement 10132-9-H100A  
DUNS No. 129285792

**UNITED STATES DEPARTMENT OF AGRICULTURE**

**FOREST SERVICE**

Pacific Northwest and Northern Regions  
Agreement #: NFS 09-FI-11062752-009  
DUNS No. 929332484

**STATE OF OREGON**

Department of Forestry  
Agreement # 809579808  
DUNS No. 11895966

**STATE OF WASHINGTON**

Department of Natural Resources  
Agreement # IAA 09-812  
DUNS No. 808883474

**COOS FOREST PROTECTIVE ASSOCIATION**

DUNS No. 084417666

**DOUGLAS FOREST PROTECTIVE ASSOCIATION**

DUNS No. 076423482

**WALKER RANGE FOREST PROTECTIVE ASSOCIATION**

DUNS No. 624858064

## Table of Contents

<b>Preamble</b> .....	3
<b>Interagency Cooperation</b> .....	3
• Public Information	
• Local Fire Service Organizations	
• Tribal Resources	
• Use of Inmate Resources	
• Use of Military Resources	
• Use of International Resources	
<b>Preparedness</b> .....	5
• Protection Areas and Boundaries	
• Reciprocal Fire Protection Assistance	
• Acquisition of Fire Management Services	
• Fire Prevention	
• Public Use Restrictions	
• Smoke Management	
• Local Operating Plans	
<b>Operations</b> .....	6
• Clause 29 Clarification	
• Delegation of Authority	
• Use of Aircraft	
<b>Use and Reimbursement of Interagency Fire Resources</b> .....	11
• Training	
• Billing Procedures	
• Fee Acquisition of Services	
• Indirect Cost Assessment	
• Interagency Crew Agreement Rates for Oregon and Washington	
• Suppression Billings	
• Resource Allocation Strategy	
• Camp Support Costs	
• Billing Content	
<b>Signatures</b> .....	13
<b>Exhibit A. Glossary of Terms</b> .....	14
<b>Exhibit B. Contacts</b> .....	15
• Principal Contacts	
• Incident Business Coordinators	
<b>Exhibit C #1. Washington State Offset Agreement for BIA and DNR</b> .....	17
<b>Exhibit C # 2. BIA ODF Statewide Operating Plan</b> .....	18
<b>Exhibit D. Billing Process</b> .....	22
• Billing Matrix	
• Billing Contacts	
<b>Exhibit E. Support to Interagency Crew Agreement</b> .....	26
<b>Appendix A – Tool Kit</b> .....	28
• Aviation Scenerios	
• Aviation Delegation of Authority	

## **PREAMBLE**

This operating plan is prepared pursuant to the Master Cooperative Fire Protection Agreement (hereafter called the Master Agreement) signed and dated April 17, 2009.

This operating plan supersedes agreements and associated operating plans dated prior to the execution of the Master Agreement.

Refer to the Master Agreement for information not specifically identified in this 2011 NW Operating Plan.

## **INTERAGENCY COOPERATION**

The following are incorporated by reference and will remain in effect under the authority of the Master Agreement until revised or renegotiated as appropriate:

- Northwest Area Interagency Mobilization Guide
- Washington DNR Resource Protection Mobilization Guide
- Oregon Department of Forestry Incident Mobilization Plan
- Pacific Northwest Wildfire Coordinating Group (PNWCG) Charters
- Northwest MAC Handbook,
- Northwest Coordination Center Plan of Operations, (FS/ODF)
- Northwest Coordination Center Operating Plan
- The Northwest Preparedness Plan, 1991, as amended in 2002.
- ODF/BLM Support to Interagency Crew Agreement HAA071102
- Resource Allocation Strategy

Movement of federal resources will be coordinated through local dispatch centers and the Northwest Coordination Center (NWCC) in Portland, Oregon. State resource movement will be coordinated through local dispatch centers, the ODF-Salem Coordination Center, and the WDNR dispatch office in Olympia, WA, as applicable.

### **Public Information**

During joint projects and incidents, public information will be coordinated and be on an interagency basis to the extent possible.

### **Local Fire Service Organizations**

Local Operating Plans will document agreements and arrangements with local fire service organizations and agreed responsibilities. Structure protection responsibilities will be clearly defined in agreements with local fire service organizations.

Local fire service participation in support of Washington interagency incident management teams will be coordinated and paid through WDNR if not covered by a federal agreement.

Local fire service participation on national incident management teams will be coordinated and

paid through agreements between the local fire service and local federal agency.

In Washington, when the Mobilization Act is declared, local fire service resources will be dispatched through the Washington State Patrol Fire Protection Bureau.

In Oregon, mobilization of local fire service organizations outside of their jurisdictional boundaries under the Conflagration Act will be coordinated by the office of the State Fire Marshal.

### **Tribal Resources**

Indian tribal resources may be available for use under this agreement through the use of existing Bureau of Indian Affairs/tribal cooperative agreements. In such instances, the cooperative agreement will be incorporated into the local operating plan by reference.

### **Use of Inmate Resources**

Use of inmate resources for federal fire suppression operations are ordered and coordinated through the respective states.

Procedures for use of inmate resources are listed in the following agreements:

1. Participating Agreement # NFS 98-06-57-10 between USDA Forest Service, Pacific Northwest Region and State of Oregon, Dept of Corrections (for training only).
2. Interagency Agreement with Washington State Departments of Corrections, Social and Health Services, and Natural Resources, January 5, 2006 (2011 update in progress)
3. Agreement between Oregon Department of Corrections, Oregon Department of Forestry, Washington Department of Corrections and Washington Department of Natural Resources (1992).

### **Use of Military Resources**

Ordering and Payment of National Guard resources will occur through the respective states. Procedures for use of military resources are listed in the following agreements:

1. Oregon National Guard Forest Fire "Op Plan Smokey" Standard Operating Procedures
2. Military Use Handbook (NFES 2175)
3. MOU between DOD, DOI and USDA, Chapter 40, National Mobilization Guide

### **Use of International Resources**

Procedures for use of international resources are listed in the following agreements:

Northwest Wildland Fire Protection Agreement (Northwest Compact) and Annual Operational Guidelines. Ordering and payment of NW Compact resources are through the respective states. International Agreements in the National Mobilization Guide describe the process for use and ordering of international resources by federal agencies.

The Northwest Border Arrangement for Fire Protection between the Province of British Columbia Ministry of Forests, USDA Forest Service, PNW and Northern Regions, National Park Service, Pacific West and Intermountain Regions, and Bureau of Land Management, Oregon/Washington and Idaho State Offices.

### **PREPAREDNESS**

#### **Protection Areas and Boundaries:**

If listed below, protection planning is documented in the referenced Exhibit to this operating plan. Fees are identified in the Exhibits.

If not listed below, protection areas need to be documented in local operating plans.

Protection Area	Protection Agency	Jurisdictional Agency
Exhibit C #1	DNR/BIA	BIA/DNR
Exhibit C #2	ODF	BIA

#### **Reciprocal Fire Protection Assistance:**

Oregon and the USFS consider their entire agency's lands in the state of Oregon affected by this agreement to be reciprocal.

Reciprocal Fire Protection Assistance between other agencies in the State of Oregon will be determined at the local sub geographic area and documented in local operating plans.

In Washington, reciprocal fire protection assistance will be determined and documented in local operating plans.

The reciprocal period is 24 hours unless modified at the local area. Document any modifications in local operating plans.

**Acquisition of Fire Management Services:**

For Protection Areas listed above, see Exhibit C.

**Fire Prevention:** Industrial Fire Precaution Levels (IFPL's) Memorandum of Understanding is incorporated by reference.

**Public Use Restrictions:** Guidelines for Coordinated Public Use Restrictions Memorandum of Understanding, NFS 92-06-52-51, May 1992, is incorporated by reference.

**Smoke Management:** Procedures for Smoke Management are listed in the Smoke Implementation Plans for the states, with the exception of Indian Trust Lands. Procedures for Smoke Management on Indian Trust Lands are coordinated through the Environmental Protection Agency utilizing the Federal Air Rules for Reservations (FARR).

**Local Operating Plans:** Boundary Line Fires: Units are expected to annually review boundary areas with neighboring agencies to determine whether preplanned fire control lines and response strategies would be appropriate for each others jurisdictional interests. Plans to resolve adjacency issues will be documented in local annual operating plans and on maps attached to the plans. These preseason plans will guide the development of supplemental fireline agreements if multi-jurisdictional fires occur in the area.

**OPERATIONS**

**Clause 29: Management Response for Unplanned Ignitions:** Responsibility for suppression costs shall be agreed upon and documented in the Supplemental Fire Suppression and Cost Share Agreement. The following examples demonstrate how costs might be apportioned in different situations:

Example 1: A wildland fire where the local unit administrator decides to manage the fire for resource benefits on a Federal jurisdiction, and it spreads beyond containment lines onto private lands under the protection of the State. The State has the responsibility to respond to the fire on private lands. The suppression costs will be billed to the Federal Agency, who is the jurisdictional agency.

Example 2: A prescribed fire burning on private industrial forest lands, (the State is the protecting agency) spreads onto Federal Lands. The Federal agency suppressed the fire on Federal lands, and incurs costs. The suppression costs will be billed to the DNR in Washington and the responsible landowner in Oregon.

Example 3: A wildland fire where the local unit administrator decides to manage the fire for both resource benefits and suppression burns onto multiple jurisdictions. The cost share will be negotiated by unit administrators. For example: If Divisions A–C are being managed with a perimeter control strategy, costs could be shared among jurisdictional agencies. If Divisions D and E are being managed for multiple objectives, (including a benefit to the resource) on Federal

lands and the fire spreads onto private land, costs would be billed to the appropriate Federal Agency. Under this example, there are many combination and permutations of events that could impact efforts to manage the fire, and when local unit administrators negotiate a cost share agreement they should consider, at a minimum, the following: which jurisdictions are involved, weather events that adversely impacted fire behavior, impacts on suppression efforts due to fire fighter resource availability, amount of impacts to various jurisdictional agencies, etc, etc.

**Delegation of Authority:** Delegation of Authority for Incident Commanders and Area Commanders will come from the Unit Administrator or authorized designee:

- USFS: Forest Supervisor
- BIA: Agency Superintendent
- FWS: Refuge Manager; Project Leader
- NPS: Park Superintendent
- BLM: District Manager
- ODF: District Forester
- DNR: Region Manager
- Protective Associations: District Manager

### **Use of Aircraft**

Standards and Policies: Most standards and policies regarding the use of aircraft are similar between agencies; there are some that are different. When differences exist, the policy standards for the operator of the aircraft apply. (See below.)

On state fires, aviation operations must be in compliance with:

1. The jurisdictional state's Aviation Plan, Directives, and State Aviation Procedures Manuals.
2. The aircraft procurement document (i.e., a state contract, or a federal agency's aircraft contract).
3. Other Interagency and Federal operational Guides (i.e. IHOG), when able.

On federal fires, aviation operations must be in compliance with:

1. DOI Departmental Manual 350-354 and Operational Procedures Memorandums, or FS Manual 5700.
2. The aircraft procurement document (i.e., a state contract, or a federal agency's aircraft contract).
3. If no procurement document exists, aircraft and pilots will be approved using the Cooperator Aviation Approval Information document with a letter issued either by the USFS or DOI.
4. All aspects of IHOG for wildland fire operations.
5. Other operations guides and direction as applicable.
6. Minimum qualification standards for all aviation positions reside in the currently approved version of the Wildland Fire Qualification System Guide, PMS 310-1, NFES 1414.

Incident Management Teams (IMT) and personnel must manage aviation operations in compliance with the above standards. On multiple jurisdictional incidents, the aircraft must be managed to the standards of the agency that is the legal “operator” of the aircraft (per PL 106:181 as amended). The operator of the aircraft is defined in 14 CFR 1.1, and may be determined on a mission-by-mission basis by:

- a) Which agency ordered the aircraft (i.e., whose resource order) and;
- b) Which agency is directing the aircraft (may be through a letter of delegation from the agency administrator to the incident commander) and;
- c) Which agency is paying for the aircraft (example: a USFS “P” Code) and;
- d) Which agency is receiving the benefits of the aircraft’s flight?

Federal Excess Personal Property Helicopters: Federal Excess Personal Property (FEPP) helicopters operated by the WDNR are approved for federal use, and approved aircraft may only be ordered and used by federal agencies when commercial civilian aircraft are not reasonably available with the exception stated in the 14 CFR 1.1 Public Aircraft. The WDNR can use FEPP aircraft on interagency incidents at their discretion. Federal employees will be transported only on approved standard category aircraft.

Reciprocal Agreement Areas: Non-federally approved helicopters will be excluded from suppression resources listed in reciprocal suppression agreements with the USDA/USDI agencies. They will not be dispatched to incidents known to be on USDA/USDI land other than as an independent action. DNR helicopters may be dispatched only to fires on DNR protected lands, lands protected by non-USDA/USDI agencies under cooperative agreement with DNR, or lands where ownership is uncertain at the time of dispatch.

Under the closest forces concept, non-federally approved helicopters may be dispatched to fires of unknown jurisdiction. When a non-federally helicopter dispatched to such a fire determines that the fire is on USDA/USDI protection and does not threaten other non-federally protected lands, the pilot or manager will immediately provide the coordinates and a fire report to the dispatch center so that appropriate USDI/USDA aviation assets may be dispatched. The non-federally approved helicopter will then leave the scene. Non-federally approved aircraft are not authorized to conduct initial attack on USDA/USDI lands unless there is an immediate threat to non-federally protected lands.

Federal employees can only ride in federally carded/approved aircraft (w/federally approved pilots) regardless of jurisdictional agency.

Initial attack aircraft may be non-federally carded/approved when dispatched under a reciprocal operating plan as outlined in the Master Agreement.

National Guard aviation resources: National Guard aviation resources may be utilized on both federal and state protected lands as long as all provisions of applicable Op Plan Smokey (OR), Military Use Handbook (when the National Guard is federalized), and agency mobilization guides are adhered to relating to the use of these aircraft.

Clause 27: Under Clause 27 of the Master Agreement, Independent Action, any agency may assign their respective aircraft to an incident when the fire is deemed a threat to lands under their jurisdiction. A resulting interagency mix of aircraft in the same airspace is allowed as long as common communications, command/control, and on-scene operating procedures exist to ensure a safe and efficient aviation operation. Fire Traffic Area procedures will be used by all aircraft. When an unsafe or inefficient aviation operation exists, agencies reserve the right to withdraw their aircraft until the issues are resolved. Investigations of aircraft accidents and incidents will comply with the standards and procedures of the procuring agency, and that of the “Operator of the Aircraft”.

ODF Special Purpose Appropriation (SPA) Helicopters: ODF has acquired three (3) type 2 helicopters through exclusive use contracts. These helicopters are federally approved by Region 6 for use on federal lands if needed, and are located at various areas throughout the State of Oregon. Use of these helicopters will be assessed for the appropriate flight time under the established hourly flight rate for the current year. This module rate is inclusive of the helicopter flight time and costs associated with the ODF Helicopter Contract Administrator (HCA) that must accompany the contracted helicopter (similar to a federal contracting officer). The HCA costs may include salaries, other payroll expenses, CONUS per diem, and vehicle mileage.

In addition to this per hour flight time additional costs may be assessed for helicopter crew and support staff such as extended hours, CONUS per diem rates when the helicopter is assigned away from their designated base, and applicable mileage for fuel and service trucks.

For initial attack fires agencies will only pay for flight hours used. All extended attack incidents will be subject to a daily minimum of up to 4 hours. Incidents will pay for actual flight hours or the hours necessary to fulfill the minimum daily guarantee, whichever is greater. If the helicopter is assigned to a joint jurisdiction fire, it is recommended that any daily minimum assessed on no-fly days be shared proportionately between the incident agencies. This should be documented on the SUPPLEMENTAL FIRE SUPPRESSION AND COST SHARE AGREEMENT TO THE MASTER COOPERATIVE AGREEMENT.

The ODF Protection Fire Financial Group will handle this tracking and billing. The ODF Helicopter Contract Administrator/Manager (HCA) is responsible to indicate if the response to fire is initial attack or extended attack. The documentation should be on the Contract Daily Diary, NFED 1088 form, which are sent to ODF Headquarters in Salem weekly.

### **Aviation-Related Clarifications:**

For the last several years, for a variety of reasons, there have been some state acquired aircraft that have not been approved for use by federal agencies. This has created the need for clear and clarifying language which describes the various scenarios that may be encountered in the field. The following rules of “Aviation Related Clarifications” are intended to provide clear direction to all parties to the Master Agreement:

- Federal Aircraft: Aircraft procured and approved by federal firefighting agencies are authorized for use on wildland fire operations managed by federal, state and local governments.
- Approved Cooperator Aircraft: Aircraft procured/owned by cooperating agencies (state and local) may be utilized on federally managed fires only when federal “cooperator aircraft letters of approval” are in place for the aircraft and pilots being used. The letter is the instrument that authorizes payment by the federal government. Some cooperator aircraft may be subject to a daily minimum hourly guarantee. Refer to the Master Cooperative Fire Protection Agreement Project and Financial Plan for specific information.
- Federal Lands under State Protection: State and local governments may use non-federally approved aircraft on federal lands only when and where the state/local agency has formal protection responsibility on those lands and when the state/local agency maintains operational control of those aircraft.
- Federal Air Tanker Base: Non-federally approved aircraft and retardant loading at federal air tanker bases are authorized when operational control is maintained by the state/local agency.
- Federal Personnel: Federal employees may be assigned to fires when non-federally approved aircraft are under the operational control of state/local agencies. No federal employee may be assigned with contracting/procurement responsibility related to non-federally approved aircraft. No federal employee may be assigned to a position that exercises operational control of a non-federally approved aircraft, unless working as an agent of the state under a binding Delegation of Authority. No federal employee may ride on non-federally approved aircraft.
- Federal Aerial Supervision: Federal personnel may provide aerial supervision (tactical control), including “lead profiles”, to non-federally approved aircraft under existing standard procedures and agreements, only when operational control is maintained by the state or local agency.
- Federal firefighters on state fires: State aircraft shall remain under state “operational control.” Those personnel working on the fire and providing “tactical” direction of these aircraft are working as an agent of the state or local government and therefore are not in “operational control” as determined by the National Transportation Safety Board (NTSB) in their accident investigations. This means that federal employees, working on a state/local managed fire in such positions as IC, Operations Section Chief, Air Tactical Group Supervisor, etc., may exercise “tactical” control over an aviation resource. However, “operational” control remains with the agency managing the fire. Therefore, it is permissible for federal employees to work with non-federally approved aircraft while under the operational control of a state or local government – Refer to Appendix A – Tool

## Kit for the Decision Matrix for Use of Non-Federally Approved Aircraft and Sample Delegations of Authority for Federal Employees on State Incidents.

- In an emergency circumstance, where lives and property are immediately threatened, in the current burning period, by wildland fire on federal lands under federal protection, a local federal line officer may, with state concurrence, take operational control over state contracted aircraft if sufficient federal aircraft are not available to protect the public. The local federal line officer must obtain prior approval from their Fire Director, or Fire Director Designee. Any such use will be documented by the approving federal line officer, and the documentation will be forwarded to the agency national aviation headquarters within two weeks.

### **USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES**

**Training:** The jurisdictional and sending agencies will agree to the numbers, types, and reimbursement of incident trainees.

Travel and salary costs for employees participating in training cadres are generally paid by the providing agency. When mutually agreed to, travel and salary costs may be reimbursed.

Students in the field version of S-420 will charge their time to the assigned incident and be paid no differently than any other resource assigned to the fire. Cadre for S-420 will not charge their time to the incident.

Resources assigned to a Shadow Assignment as a member of a Type 3 IMT will be paid by their sending unit as it is a benefit to the home unit, not necessarily to the incident.

#### **Billing Procedures:**

For Exhibits C #1 and C #2, Parties to this operating plan will agree to the acreage to be protected and the protection services cost-per-acre to be paid for the following year. The protecting agency will prepare a statement of the cost-per-acre for the following year for the jurisdictional agency concurrence. Indirect cost assessments will not be applied.

**Federal Appropriated Funds:** This agreement cannot be used to reimburse federal appropriated funds (i.e. training, meetings, fuels management, dispatch offices). A separate agreement is required.

Costs for state resources requested through NWCC for fires occurring on other jurisdictions outside of Oregon or Washington will be billed directly to the Forest Service, Pacific Northwest Regional Office, provided the proper assist number is listed on the resource order.

For state resources responding to fires within Oregon and Washington, bills will be sent to the appropriate local jurisdictional agency.

**Fee Basis Acquisition of Services:** See Exhibits C #1 and C #2.

**Indirect Cost Assessment:** State and Local Department Indirect Cost negotiation Agreements for Oregon and Washington are incorporated by reference. These agreements are available from financial managers.

**Interagency Crew Agreement Rates for Oregon and Washington:** See Exhibit D for support for Crew Agreement rate and procedures.

**Suppression Billings:** The billing matrix found in Exhibit E will help to identify the appropriate billing and paying unit for a variety of situations. It also clarifies the correct billing contact for reimbursable billing.

No later than Nov. 30 of each year, the Incident Business Practices Working Team will meet to reconcile suppression bills.

**Resource Allocation Strategies:** Cost share agreements for those activities identified in the PNW Resource Allocation Strategy will be agreed upon preseason by the Steering Committee and become part of this plan.

**Camp Support Costs:** Suggested rate is **\$160** per person per day for direct line personnel. This rate is negotiable and should be based on the complexity of the incident and associated support requirements. A complete list of those support costs included in the \$160 rate is located at <http://www.fs.fed.us/r6/incident-business/>

#### **Billing Content:**

On all incidents that are cost shared, COST (the COST module available through I-Suite) will be used for fire billings in order to meet the billing timeframes agreed to in the Master Agreement. When the State of Oregon is the protecting party or when COST is unavailable, actual costs will be applied to agency records to calculate billings for personnel and agency equipment.

Use incident cost information (such as COST) or standard cost reports generated to support the billing whenever possible.

Detailed costs by individual items will only be required when necessary to support a fire trespass billing, or other billings to third parties. Oregon State Department of Forestry billings for FEMA Incidents require 100% source documents.

Examples of adequate documentation are:

- Salary – Agency T/A reports and copy of OF-288 with Resource Number.
- Emergency Equipment – Use Invoice with final Payment Center Corrections
- National Contracts – Use Invoice with final Payment Center Corrections.

**MASTER COOPERATIVE FIRE PROTECTION AGREEMENT  
NORTHWEST OPERATING PLAN  
SIGNATURES**

USDI, Fish and Wildlife Service

*/s/ Pamela Ensley*

Pamela Ensley  
Regional Fire Management Coordinator  
Date: 4/13/2011

USDI, Bureau of Indian Affairs

*/s/ Cory Winnie*

Cory Winnie  
Protection Forester  
Date: 4/13/2011

USDI, Bureau of Land Management  
Oregon/Washington State Office

*/s/ Carl W. Gossard*

Carl Gossard  
Chief, Branch Fire and Aviation Management  
Date: 4/13/2011

State of Oregon  
Department of Forestry

*/s/ Paul C. Bell*

Paul Bell  
Associate State Forester  
Protection Division Chief  
Date: 4/13/2011

USDA, Forest Service  
Pacific Northwest Region

*/s/ J. A. Kendall Snell*

JA Kendall Snell  
Director, Fire and Aviation Management  
Date: 4/13/2011

State of Washington  
Department of Natural Resources

*/s/ Joseph P. Shramek*

Joseph P. Shramek  
Resource Protection Division Manager  
Date: 4/8/2011

USDI, National Park Service

*/s/ Susan J. Husari*

Sue Husari  
Regional Fire Management Officer  
Date: 4/13/2011

USDA, Forest Service, Northern Region

*/s/ Patricia L. Koppenol*

Patricia L. Koppenol  
Director, Fire and Aviation Management  
Date: 4/25/2011

## **Exhibit A Glossary of Terms**

This exhibit includes new terminology or definitions that have changed from those listed in Exhibit A of the Master Cooperative Wildland Fire Management and Stafford Act Response Agreement dated April 17, 2009.

### **New or Revised**

**Escaped Prescribed Fire:** A prescribed fire that has exceeded or is expected to exceed prescription parameters or otherwise meets the criteria for conversion to wildfire. See “Interagency Prescribed Fire- Planning and Implementation Procedures Reference Guide” for specified criteria.

**Initial Action:** The actions taken by the first resources to arrive at a wildfire.

**Prescribed Fire:** A wildland fire originating from a planned ignition to meet specific objectives identified in written, approved, prescribed fire plan, for which NEPA requirements (where applicable) have been met prior to ignition.

**Unplanned Ignition:** The initiation of a wildland fire by lightning, volcanoes, unauthorized and accidental human-caused fires.

**Use of Wildland Fire:** Management of either wildfire or prescribed fire to meet resource objectives specified in Land/Resource Management Plans.

**Wildland Fire:** A general term describing any non-structure fire that occurs in the wildland.

### **Obsolete Terminology**

**Wildfire**

**Wildland Fire Use**

**Exhibit B**  
**Principal Contacts**

The principal project contacts for this Annual Operating Plan (AOP) are as follows. These points of contacts are responsible for reviewing and updating the AOP each year.

Bureau of Land Management Brenda Johnson 503-808-6319	Fish and Wildlife Pamela Ensley 503-231-6174
National Park Service Sue Hasari 510-817-1371	Forest Service CiCi Chitwood 503-808-2466
Forest Service Alan McGuire-Dale 503-808-2345	Bureau of Indian Affairs John Szulc 503-231-6797
Oregon Department of Forestry Travis Medema 503-945-7271	Washington Department of Natural Resources Jane Seymore 360-902-1708

**Exhibit B**  
**Incident Business Management Coordinators**

<b>Agency</b>	<b>Name and Address</b>	<b>Phone Numbers and Email</b>
<b>BIA</b>	Kevin Kelly 911 NE 11 <sup>th</sup> Avenue Portland, Oregon 97232	503-231-2279 FAX 503-231-2186 kevin.kelly@bia.gov
<b>BLM</b>	Brenda Johnson PO Box 2965 Portland, Oregon 97208	503-808-6319 FAX 503-808-6799 brenda_johnson@blm.gov
<b>NPS</b>	Linda Turner 121200 Hwy 101 Orick, CA 95555	707-465-7731 Fax 707-488-2081 Linda_turner@nps.gov
<b>FS</b>	CiCi Chitwood PO Box 3623 Portland, Oregon 97208	503-808-2466 FAX 503-808-6799 cchitwood@fs.fed.us
<b>FWS</b>	Nancy Hagel FWS-Budget and Finance 911 NE 11 <sup>th</sup> Ave. Portland, OR 97232	503-590-5811 FAX 503-872-2821 nancy_hagel@fws.gov
<b>ODF</b>	Toni Chambers 2600 State Street Salem, Oregon 97310	503-945-7229 FAX 503-945-7454 tchambers@odf.state.or.us
<b>WDNR</b>	Jane Seymore PO Box 47037 Olympia, Washington 98504	360-902-1708 FAX: 360-902-1781 jane.seymore@dnr.wa.gov

**Exhibit C #1**

**Master Cooperative Fire Protection Agreement  
Northwest Operating Plan, 2011  
Washington State Offset Agreement for BIA and DNR**

<b>Location</b>	<b>Acres DNR Protects</b>	<b>Acres BIA Protects</b>
<b>Western Washington</b>		
Olympic Peninsula Agency	11,640	
Puget Sound Agency	27,952	
Tahola Agency	74,656	9,191
Makah Agency	27,244	
<b>Total Western Washington</b>	<b>141,492</b>	<b>9,191</b>
<b>Eastern Washington</b>		
Private lands inside Yakima Reservation		20,829
Private lands inside Colville Reservation	36,738	130,018
Private lands inside Spokane Reservation	2,167	18,254
BIA land inside/exterior to Yakima Reservation	360	
BIA land exterior to Colville Reservation		
BIA land exterior to Spokane Reservation		
	<b>39,265</b>	<b>169,101</b>
<b>Total Eastern Washington</b>		
	<b>180,757</b>	<b>178,292</b>
<b>Total Washington State</b>		

BIA agrees to pay DNR for acreage protected by DNR and DNR agrees to pay BIA for acreage protected by BIA. Credits or debits for acreage protected will be utilized in arriving at a total annual payment for the period October 1 through September 30. This payment shall be billed semi-annually.

DNR has annually established a statewide average fire protection cost-per-acre for pre-suppression services. The parties to this agreement agree to utilize DNR's annual fire protection cost-per-acre for pre-suppression. By January 1 of each year DNR will provide cost information supporting the statewide average pre-suppression cost-per-acre for the next fiscal year. A statement of the agreed acreage and rate will be prepared by DNR for BIA concurrence.

BIA and DNR agree to pay for fires suppressed on lands protected by the other as noted above. These billings will be consolidated into a single statement at calendar year end, and the party with the excess expenditures will be reimbursed by the other party. These billings will be consolidated at the state-wide level.

Local Operating Plans will include documentation regarding operational functions of this agreement.



The ODF, by June 15 of each year, will provide the BIA Regional Office one copy of the ODF Fire Mobilization Plan applicable to the operations of the current fire season.

Within 30 days after a fire is suppressed by the ODF, ODF shall, for each fire on BIA lands provide to the appropriate Line Officer a completed fire report.

Fires originating on Indian trust lands for which the Secretary of the Interior holds responsibility will be a BIA statistical fire. The BIA, because of their statutory trust responsibility, will make the statistical fire report from the above informational report provided by ODF, which will include all fires originating on Indian trust lands. Any Indian trust land burned as a result of fires originating on non-Indian land will be reported by the Bureau of Indian Affairs. ODF will also include such fires in ODF fire reporting system.

Files and records of the ODF and BIA pertaining to the origin of fires or their spread affecting BIA lands protected by ODF shall be mutually available upon request to properly designated persons of either ODF or BIA for inspection and possible legal use if such inspection and use are not deemed by the party in possession of any such file or records to be adverse to its interest.

## **Operations**

**Land Management Consideration** – Areas where special suppression considerations must be made will be identified in local operating plans.

**Resource Advisors** – Local operating plans will identify Resource Advisors and their call out procedures.

**Inspections** – Ongoing fires on BIA lands, authorized representatives of BIA may at any time inspect, in company with designated officials of ODF when practicable, facilities and activities pertinent to the fulfillment of this agreement. If such inspection reveals unsatisfactory conditions, immediate notification with a request for correction shall be made to ODF by the BIA Line Officer. After receiving such notice, ODF shall investigate such cited conditions and if, in the judgment of ODF such fire is not being properly supervised and every reasonable effort being made to control and suppress it, ODF shall take prompt remedial action.

Inspection of presuppression facilities and activities pertinent to the fulfillment of this agreement may be made by authorized representatives of BIA at any reasonable time. If upon such inspection, deficiencies are identified, the State Forester will investigate and if necessary take corrective action. A report of the action taken will be sent to the appropriate BIA Line Officer.

Inspections in relation to B 11.2 “Fire Precautions” of the Timber Sale Contract, Part B, Standard Provisions may be made by the ODF as Authorized Representative of the Office-In-Charge at any reasonable time. If discrepancies within Part B 11.2 are noted by the ODF, the ODF will immediately notify the BIA Timber Sale Officer in charge of the sale on which BIA contractor is operation. The Timber Sale Officer will ensure corrective action is taken by the contractor.

**Burning Permits** – The ODF has responsibility for issuance of burning permits for Indian trust lands covered under this agreement. Where mutually agreed by the BIA/ODF, BIA may issue burning permits for these Indian trust lands. BIA will coordinate with the ODF all burning permits near and/or on those lands covered under the terms of this agreement. The permits as issued will limit burning to those days and such times the ODF specifies according to the State of Oregon Smoke Management Plan.

**Hazard Reduction** – Slash disposal and other hazard reduction will be completed as necessary as prescribed in the Timber Sale Forest Officer's Report, Environmental Assessment and Sections B9.1 – B9.3 of the Timber Contract Provisions. Hazard Reduction will be conducted in accordance with Oregon Smoke Management Plan (OAR 629-048-0001 through 0500) and accompanying directive (1-4-1-601). Burn fee rules (OAR 629-048-0310) per Oregon Revised Statute 477.562.

Slash disposal plans involving BIA lands will be conducted as specified in BIA Timber Sale contracts and/or valid timber cutting permits with provisions approved the Secretary of the Interior and coordinated by the Officer-In-Charge with the ODF to comply with burn days.

Slash burning will not be required on sites where burning has been determined to have adverse effects on the site. These sites will be designated in the Timber Sale Officer's Report, or Environmental Assessment. The BIA will inform the ODF of the location of such sites and explain why burning will not be done.

In the event that BIA and ODF shall disagree as to any slash disposal plan, BIA shall furnish ODF written information demonstrating that slash disposal by burning would cause undue damage to BIA lands. The slash disposal plan on such lands shall be determined by BIA and the particular Lands involved shall be designated by ODF as special hazard areas for which BIA shall request funds for the additional cost of fire protection required in accordance with plans mutually agreeable with ODF and BIA.

### **Budget Submission and Cost Reimbursement**

ODF/BIA contacts for Billing information are:

- ODF – Toni Chambers (503) 945-7229
- BIA – John Szulc (503) 231-6797

The BIA will be on the ODF's Direct Billing system and will receive on invoice per year on or about November 1 of each calendar year.

The Direct Billing system uses acreage assessments rates based on the Board of Forestry approved rates for the ODF fiscal year.

Any extra protection costs will include those costs determined by mutual agreement required to provide presuppression and suppression activities on those BIA lands determined to be an additional hazard.

These costs would be invoiced separately and in addition to the direct bill acreage assessment.

BIA shall pay within sixty days of the date of billing by the ODF provided that funding has been appropriated to BIA by the U.S. Congress.

Nothing in this agreement shall be construed as binding either party to expend any sum in excess of an appropriation available.

### **Special Provisions**

Mutual assistance may be requested from time to time and upon request the type and amount will be agreed upon by both parties for suppressing fires within the protection area of the other party. There shall be reimbursement for these suppression expenses. Reimbursement for equipment will be on an hourly basis in accordance with established Oregon-Washington Interagency Fire Fighting Equipment Rental

Rates. Billing shall specify in detail all the costs incurred in suppression of each fire in the billing.

It is agreed that the ODF will have complete charge of directing suppression activities on all fires in said protection area, regardless of certain stipulations that may exist in current cutting permits or contracts between the BIA and its contractors operating within reservations.

On all fires in which a BIA contractor takes initial action and after initial action and after which the ODF arrives to take charge, the ODF will give the contractor written notification that the ODF has taken charge of the fire in accordance with this agreement, as "authorized forest officer" and further will identify the Incident Commander.

The ODF and BIA will gather and preserve all information and evidence pertaining to the cause or spread of any fire originating on or spreading to BIA or private land protected under the provisions of this agreement. Each party will advise the other of these efforts and will be afforded review privileges of all information and evidence gathered.

Land closures or industrial shutdowns to the public and industry, including limited industrial operations, will be handled as a cooperative measure. The ODF in consultation with BIA will determine when restrictions are necessary and when notified, BIA will implement the restrictions. BIA may unilaterally request a shutdown on certain BIA lands and ODF will give it prompt consideration.

All roads and trails, for which the BIA has a right-of-way and which are considered necessary by the respective protection agency for the protection of Indian land, shall at all times be kept free from obstructions which would be adverse to ingress in the event of fire.

No Member of or Delegate of Congress, or Resident Commissioner, after his election or appointment, either before, or after he has qualified, and during his continuance in office, and no officer agent, or employee of the Government, shall be admitted to any share or part of this agreement or to any benefit arising there from.

The following OMB Circulars apply to this operating plan:

OMB Circular A-102 – Uniform Administrative Requirements for Grants and Agreements

OMB Circular A-87 – Cost Principles

OMB Circular A-133 – Audits

This Operating Plan may be amended by consent of the parties to the Master Agreement

**Exhibit D  
Billing Matrix, Billing Contacts, and  
Incident Business Management Coordinators**

**PACIFIC NORTHWEST BILLING MATRIX**

<b>Fire Ownership</b>	<b>State Owes Feds</b>	<b>Federal Owes States</b>
<p>Single Jurisdiction Fire totally on State Land State sends the ISuite report (Agency Total Cost) to each agency billing contact.</p>	<p>Each federal agency bills the state for their costs under the terms of the master agreement.</p>	
<p>Joint Jurisdiction State and Federal Land – State Paying Agency</p>	<p>Case by Case as this is a rare occurrence</p>	<p>State will bill, based on ISuite costs and the terms of the cost share. If there is no cost share, federal agencies will be bill separately. If a cost share exists, all billing will be between the state and the federal signatory agency.</p>
<p>Joint Jurisdiction State and Federal Land – Fed Paying Agency</p>	<p>Federal agency that is signatory to the cost share issues bill to State</p>	<p>State bills federal cost share agency (signatory) for obligations shown in cost share</p>
<p>Federal Land, no State land</p>		<p>State bills the primary federal agency for their costs under the terms of the master agreement.</p>

Scenerio:

<b>Total Fire Cost \$30 Million</b>	<b>State Expenditures \$15 million</b>	<b>FS Expenditures \$10 million</b>	<b>DOI Expenditures \$5 million</b>
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	State Obligation under Cost Share	FS Obligation under Cost Share	DOI Obligation under Cost Share
Cost Share #1	\$20 million	\$10 million	0
Resolution:	State pays DOI \$5 MM		
Cost Share #2	\$25 million	\$5 million	
Resolution:	State pays FS \$5 MM and DOI \$5 MM		
Cost Share #3	\$10 million	\$20 million	\$0
Resolution:		FS pays State \$5 MM	Feds do not cross bill
Cost Share #4	\$25 million	\$3 million	\$2 million
Resolution:	State pays FS \$7 mill and DOI \$3 mill		
Cost Share #5	\$10 million	\$5 million	\$15 million
Resolution:		Feds do not cross bill	DOI pays State \$5 million

## **BILLING CONTACTS**

Appropriate bills will be sent to the following agency contact points:

### **BLM**

Invoices for all incidents within the states of Oregon or Washington should be sent to the local BLM office. For information contact:

Bureau of Land Management  
Brenda Johnson  
Incident Business Specialist  
P.O. Box 2965  
Portland, OR 97208  
503-808-6319

### **Washington Department of Natural Resources**

Invoices for all incidents within the state of Washington should be sent to the local DNR office as identified in the Locating Operating Plan(s).

Invoices for out of Washington state dispatches should be sent to:

Jane Seymore, Assistant Division Manager  
Resource Protection Division  
P.O. Box 47037  
Olympia, WA 98504

### **National Park Service**

Hawaii Volcanoes National Park  
Berekely Yoshida  
PO Box 52  
Hawaii Volcanoes, HI 96718

### **Bureau of Indian Affairs**

Northwest Regional Office  
Attn: Cory Winnie  
911 NE 11th Ave  
Portland, OR 97232

### **Fish and Wildlife Service**

US Fish and Wildlife Service  
Regional Fire Coordinator, Brett Fay  
911 NE 11th Ave  
Portland, OR 97232

Signature Copy, April 25, 2011

**Oregon Department of Forestry**

Oregon Department of Forestry  
Protection Program, Bldg D  
2600 State Street  
Salem, OR 97310

**USDA Forest Service**

Invoices for all out of geographic assignments, regardless of agency involved:

USDA Forest Service  
CiCi Chitwood  
Incident Administration Coordinator  
PO Box 3623  
Portland, OR 97208

Invoices for all in-area assignments, unless otherwise directed in local operating plans:

USDA Forest Service  
Albuquerque Service Center,  
Incident Finance, Cooperative Agreements  
101B Sun Ave NE  
Albuquerque, NM 87109

## **Exhibit E**

### **Support for PNW Interagency Crew Agreement**

#### INTRODUCTION

The purpose of this exhibit is to identify and financially support an adequate administrative function for the Interagency Crew Agreement. An adequate level of administration is critical for an effective and efficient agreement crew program over the long term. It is recognized that with the many agency users, many crews and contracts under the agreement's provisions, that the job is complex and time consuming.

#### SCOPE AND DURATION

This project is for the purpose of providing interagency support and funding for the Oregon Department of Forestry (ODF) to administer the PNW Interagency Crew Agreement for the benefit of all User Agencies. It is anticipated that a similar project will be in effect for subsequent years. The scope of this agreement is for all use of the contract crews under this agreement, no matter what the use is for.

#### PRINCIPAL CONTACTS

Principal Contact for ODF:

Name – Don Moritz  
Address – 2600 State Street, Salem, Oregon 97310  
Telephone – (503) 945-7491  
FAX – (503) 945-7454

#### SUPERVISION AND TECHNICAL OVERSIGHT

All supervision and technical oversight of ODF contract unit personnel, and contract development and administration, will be supplied by ODF. ODF will provide interagency coordination, input and collaboration from User Agencies and other partners for development of contract concepts, language, and administration guidance. ODF will provide pre- and post-season coordination of contract administration, and billing for crew usage.

#### REIMBURSEMENT

To provide the funds necessary for ODF to adequately administer the PNWCG Interagency Crew Contract each agency will pay their percentage share of ODF's direct costs in contract development, procurement, monitoring and enforcement. An annual billing will be made at the end of the fire season and ODF incurred costs will be apportioned among the using agencies based on their share of the total crew days used for the past season.

Costs incurred by ODF in program management and participation on the interagency contract committee will not be included in the billable costs to the cooperating agencies. Any program funding necessary above and beyond the annual program of work will not be added to this agreement and will be paid by a separate project plan. It is critical for the success of this program that the reimbursement be recognized as a direct reimbursable suppression cost among the cooperators.

ODF will be reimbursed by user agencies on a pro-rated basis for the crew days used for the current fire season. The daily use fee per crew will be determined by dividing the approved annual budget by the total crew days used in the current fire year. The daily use fee will be applied to all days crews are in pay status, including travel time, work time, stand by time, and user agency mandated crew rest days.

A fiscal budget has been developed based on an assessment of work needed for the 2011 fire season and a detailed workload allocation to appropriate positions. The annual budget for 2011 is \$ \$322,646 which will be used to determine the daily use fee at the end of the year. The budget will be used to meet the objectives outlined in the original proposal and statement of work from 2003.

On or about September 15 of each year, User Agencies will be provided with an estimate of costs by incident to be assessed for reimbursement. This estimate will be based on the crew days used as of the date of calculation but will be adjusted for actual use at the time of billing.

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## **Appendix A Tool Kit**

### **Common Scenarios Involving Non-federally Approved Aircraft**

The purpose of these scenarios is to clarify the use and integration of federal and non-federally approved aviation resources on wildland fire incidents. The scenarios below are designed to represent common situations which may be encountered by initial attack and incident management personnel in the Pacific Northwest geographic area.

#### **Scenario 1: Initial Attack/Extended Attack**

A fire is initial attacked by multiple firefighting units with aviation resources, both federally and non-federally approved, i.e. state and federal aviation resources. The fire may be burning on both state and federally protected lands, although this may or may not be clearly established. No delegation of authority specific to this incident has been issued to the initial attack incident commander. Under the independent action clause of the Master Cooperative Fire Protection Agreement, both federal and state agencies have the authority to take whatever action they deem necessary to protect their protected lands. This may include the state using non-federally approved aircraft on federal land, if they deem there is a threat to lands under their fire protection responsibility. Can federal employees exercise their full range of responsibilities with all aircraft?

Answer:

Yes. In this scenario, a federal Air Tactical Group Supervisor (ATGS) is expected to fulfill all normal duties of an ATGS, which may include directing non-federally approved aircraft if ordered by the state who has contracted for that aircraft. Operational control of all aircraft still resides with the respective state and federal agencies; the ATGS is only providing “tactical” control of an asset. Other federal employees, such as Incident Commanders (IC), etc., should perform normal duties, but cannot “order or request” non-federally approved aircraft without first receiving a delegation of authority to act as an agent of the state.

#### **Scenario 2: Large Fire Support; Unified Command**

A fire has escaped initial attack and will be managed with some type of incident management structure, requiring a letter of delegation. The fire is burning on or threatening both federal and state land prompting local state and federal agency administrators to manage the fire under dual delegations of authority. The command structure on the fire will be a “unified command”.

In this example, a federal IC and a state IC have received dual delegations from both the affected agencies. The ICs have access to non-federally approved aircraft. Can the incident management team use the non-federally approved aircraft for purposes of protecting the threatened state land?

If so, in what fashion can the aircraft be used?

Answer:

Yes. In this scenario, if the state agency administrator deems it necessary, the incident management team may facilitate the acquisition and use of non-federally approved aircraft, for the benefit of the state. This use may be on state land or federal land when the fire is threatening state protected land.

In this case, the state IC will order the non-federally approved aircraft, the state will pay for all use, the state will benefit from the use, and the ATGS will exercise “tactical” control, not “operational” control of the aircraft. Similarly, any other incident management personnel operating within the scope of their incident management responsibilities are exercising tactical control of the aircraft, not operational control, thus the state retains operational control at all times.

### Scenario 3: Large Fire support with Interagency Incident Management Team assigned

A fire has escaped initial attack and will be managed with an incident management team, requiring a letter of delegation. The fire is burning, or threatening, both federal and state land, and will be managed with a single incident management team, receiving a dual letter of delegation from the applicable state and federal agencies.

In this example, a federal IC has access to non-federally approved aircraft. If the state agency administrator deems it necessary, can the incident management team use the non-federally approved aircraft for purposes of protecting threatened state land? If so, in what fashion can the aircraft be used?

Answer:

Yes. In this scenario, the incident management team may facilitate the acquisition and use of non-federally approved aircraft, for the benefit of the state. This use may be on state land or federal land when the fire on federal lands is threatening state protected land.

In this example, the IC is acting as a legal agent of the state under the delegation of authority. In this case, the state is ordering the non-federally approved aircraft (IC as an agent of the state), the state will pay for the aircraft, the state will benefit from the aircraft’s action, and the aircraft will be tactically directed by incident personnel; however operational control remains with the state.

## **SAMPLE DELEGATIONS OF AUTHORITY**

### **Joint Delegation of Authority when a federal IC is managing a fire on multi-jurisdictional lands (State and Federal ownership).**

Acting as our agent, Insert Name Incident Commander on the \_\_\_\_\_ Fire and team members may encounter situations involving State approved and operated aircraft that are not currently approved for use by the Federal agencies. This is our guidance to the Incident commander:

1. If the State agency orders state approved and operated aircraft to work on federal lands in order to protect State protected lands the ATGS can coordinate the use of the aircraft while over the incident.

It is recognized through this delegation of authority that the State remains the operator (as defined below) and retains operational control of non-federally approved aircraft on the incident through this delegation of authority.

The operator of the aircraft is determined on a mission-by-mission basis:

- a) Which agency ordered the aircraft (i.e., whose resource order) and;
- b) Which agency is directing the aircraft (may be through a letter of delegation from the Agency Administrator to the Incident Commander) and;
- c) Which agency is paying for the aircraft (example: a federal "P" Code) and;
- d) Which agency is receiving the benefits of the aircraft's flight?

### **Delegation of Authority when a Federal IC is managing a fire for a State Entity**

Acting as our agent, Insert Name Incident commander on the \_\_\_\_\_ Fire and team members may encounter situations involving State approved and operated aircraft that are not currently approved for use by the Federal agencies. This is our guidance to the Incident commander:

1. If the State orders State approved and operated aircraft to work on federal lands in order to protect State protected lands the ATGS can coordinate with the aircraft while over the incident.

It is recognized through this delegation of authority that the State remains the operator (as defined below) and retains operational control of non-federally approved aircraft on the incident thru this delegation of authority.

Signature Copy, April 25, 2011

The operator of the aircraft is determined on a mission-by-mission basis:

- a) Which agency ordered the aircraft (i.e., whose resource order) and;
- b) Which agency is directing the aircraft (may be through a letter of delegation from the Agency Administrator to the Incident Commander) and;
- c) Which agency is paying for the aircraft (example: a federal "P" Code) and;
- d) Which agency is receiving the benefits of the aircraft's flight?

Use of British Columbia air tankers is in accordance with the US/BC Border Agreement and the Northwest Fire Protection Compact.