

2014 - 2019
PACIFIC NORTHWEST OPERATING PLAN

UNITED STATES DEPARTMENT OF THE INTERIOR

BUREAU OF LAND MANAGEMENT

Oregon and Washington
Agreement # OR-RFPA14-1001
DUNS No. 798067393

NATIONAL PARK SERVICE

Pacific West Region
Agreement # P14AC00018
DUNS No. 039365775

BUREAU OF INDIAN AFFAIRS

Northwest Region
Agreement # AGP00770
DUNS No. 076425305

UNITED STATES FISH AND WILDLIFE SERVICE

Pacific Region
Agreement FF01R03000-14-0001
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 # ODF-103.6-13
DUNS No. 11895966

STATE OF WASHINGTON

Department of Natural Resources
Agreement # IAA 14-267
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

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PREAMBLE

This operating plan is prepared pursuant to the Master Cooperative Fire Protection Agreement (hereafter called the Master Agreement) signed and dated April 17, 2014.

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 2014 Pacific Northwest 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.
- Resource Allocation Strategy

Dispatch Coordination

The agencies to this agreement will coordinate fire management activities and resource movement (subject to the availability of agency resources) through the Geographic Coordination Center (GACC), as appropriate. Agencies to this agreement have discretion to move resources independent of the GACC.

Public Information

During joint projects and incidents, public information will be coordinated and will occur 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.

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 Oregon 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. Interagency Agreement with Washington State Departments of Corrections, Social and Health Services, and Natural Resources, March 11, 2011.
2. Inmate Work Program Agreement between Oregon Department of Corrections and Oregon Department of Forestry #2137.
3. Washington Department of Corrections and Washington Department of Natural Resources IAA 11-275.

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 following agencies are parties to the British Columbia and Northwest United States Wildfire Response Border Arrangement: the Province of British Columbia Ministry of Forests Land and Natural Resource Operations, USDA Forest Service, PNW, Alaska and Northern Regions, National Park Service, Pacific West, Alaska 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	DNR/BIA	BIA/DNR

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 cost share 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 Cost Share Agreement.

Adjacent fire protection entities, including federal, tribal, state, local and non-governmental should be consulted regarding fire management strategies and shared decision-making reinforced whenever possible. Federal agency administrators should include nearby jurisdictions and landowners that could be affected through: planning, strategy development, seeking additional information to understand the private landowners values at risk. Ultimately, federal agency administrators should explain the rationale behind those strategy decisions. The reason for a strategy decision is equally important to the actual strategy itself. The following examples demonstrate how costs might be apportioned in different situations.

Example #1

A fire occurs in an area where the agency administrator chooses to use fire to meet land management objectives. Tactical operations may be used on the ground but not with the intention of extinguishment. If the fire ultimately burns onto another jurisdiction, the costs associated with suppression efforts on the neighboring jurisdiction will be the responsibility of the agency that decided to manage the fire to meet land management objectives.

Example #2

Multiple fires occur and during incident prioritization, cooperating agencies agree to staff some fires while not staffing others due to resource shortages. During this situation, the cost of a fire moving off of one jurisdiction onto another jurisdiction due to the prioritization process will be shared by the involved agencies with the cost allocation methodology worked out locally. Resource shortages within the region caused from decisions related to Example #1 may factor into the cost allocation.

Example #3

A fire occurs in an area where no safe opportunities exist for direct or nearby indirect suppression actions. (This could be due to fuels, topography, fire behavior, etc.) If the most likely location for a successful fire line is located on neighboring jurisdiction then the costs may be shared between the involved agencies. The allocation methodology should be worked out locally. Close communication and shared decision making is critical during this situation.

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 and / 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 FAA Advisory Circular AC 00-1.1a (issued 2/12/2014), 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 and FAA Advisory Circular AC 00-1.1a (issued 2/12/2014). 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 aircraft 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.

Under the closest forces concept, non-federally approved aircraft may be dispatched to fires of unknown jurisdiction. When a non-federally approved aircraft 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 USDA/USDI aviation assets may be dispatched. The non-federally approved aircraft 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 plans to acquire 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 COST SHARE AGREEMENT.

A supplemental rate sheet will be posted on the Incident Business Practices Working Team webpage for reference once the rates are established. <http://www.fs.fed.us/r6/fire/incident-business/>.

The ODF Salem 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, NFES 1088 form, which are sent to ODF Headquarters in Salem weekly.

Aviation-Related Clarifications:

For the last several years, some state acquired aircraft have not been approved for use by federal agencies. This has created the need for clear 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, where human life on federal lands under federal protection is immediately threatened by wildland fire, in the current burning period, 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 notify 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. For billing purposes, the Region and State Office will reconcile imminent threat dates and flights.

The authorization for federal agencies to use unapproved aircraft when there is an imminent threat to human life is consistent with and based upon the language found in the following laws and clarifying documents which define public vs. civil aircraft operations:

- Independent Safety Board Act Amendments, Public Law 103-411, signed Oct. 25, 1994. 49 U.S.C. 40102 (a)(37)
- FAA Advisory Circular AC 00-1.1a, Public Aircraft Operations, Feb. 12, 2014, Appendix 1 defines “public aircraft.” Reference:
http://www.faa.gov/regulations_policies/advisory_circulars/index.cfm/go/document.information/documentID/1023366

USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

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

Unless otherwise documented in the Delegation of Authority, the jurisdictional agency will pay the cost of all trainees.

S-420 Field Training:

Cadre: Travel and salary costs for employees participating in training cadres are paid by the providing agency and will not be charged to the incident.

Students: Assignments for students to participate in the field version of S-420 will be documented on a Resource Order. Travel and salary costs for students will be charged to the incident the same as any other resource assigned to the incident.

Shadow Assignments: Resources assigned to a Shadow Assignment as a member of an IMT will be paid by their sending unit and will not charge their time or travel to the incident, as this assignment is a benefit to the sending unit.

Billing Procedures:

For Exhibit C, 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.

DOI Jurisdiction Incidents: Any time state resources respond to a DOI jurisdiction incident outside of Oregon or Washington at the request of NWCC, the States will bill all applicable costs to the appropriate DOI Agency signatory to this agreement. If the state resource is reassigned to a second DOI jurisdiction incident while outside of Oregon or Washington, the bill will go to the DOI jurisdiction of the first incident assigned. One exception is the mobilization of State resources under the terms of the Northwest Compact.

USFS and other State Incidents: Anytime state resources respond to a USFS or State incident outside of Oregon or Washington at the request of NWCC, the States will bill all applicable costs to the USFS Regional Office. One exception is the mobilization of State resources under the terms of the Northwest Compact.

Examples of common scenarios and where to send the bills:

Example Scenarios	State Resource	State Bills submitted to:
Example #1 One Fed jurisdiction	Mobilized to BLM fire in New Mexico	BLM, Portland
Example #2 One Fed jurisdiction	Mobilized to USFS fire in Colorado	USFS, Portland
Example #3 One Fed jurisdiction	Mobilized to FWS fire in New Mexico	FWS, Portland
Example #4 One Fed jurisdiction	Mobilized to NPS fire in Wyoming	NPS, San Francisco Regional Office
Example #5 One Fed jurisdiction	Mobilized to BIA fire in South Dakota	BIA, Portland
Example #6 Two Fed jurisdictions, different Departments	Mobilized to BLM fire for 6 days in Montana then reassigned to USFS fire in Montana for 5 days	1) BLM, Portland for mobilization cost plus 6 days and 2) USFS, Portland for 5 days plus demobilization cost
Example #7 Two DOI jurisdictions	Mobilized to BLM fire for 5 days in Utah then reassigned to BIA fire in Utah for 5 days	BLM, Portland
Example #8	Mobilized to Alaska state fire	Alaska State Forestry

State to State under NW Compact	(under NW Compact)	
Example #9 State to State outside NW Compact	Mobilized to Wyoming state fire (not under NW Compact)	USFS, Portland (and USFS bills Wyoming State Forestry for reimbursement)

Refer to Appendix D for a list of Billing Contacts

Federal or DNR resources responding to fires on ODF jurisdiction or protection responsibility should be billed to local ODF district.

Federal or ODF resources responding to fires on DNR jurisdiction or protection responsibility should be billed to DNR Regional Office.

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

Fee Basis Acquisition of Services: See Exhibit C.

Indirect Cost: State and Local Department Indirect Cost Negotiation Agreements for Oregon and Washington are incorporated by reference. These agreements are available from financial managers. Indirect cost rate may be applied on state and federal non-suppression projects.

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

Suppression Billings: The billing matrix found in Exhibit D 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 review each agency's obligation reports and determine billable and reimburseable fires. They will also identify those incidents that are FEMA eligible, cost shared, or trespass.

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. In rare cases of variations in associated support requirements, this rate can be negotiated to provide more equitable representation of cost. Intent is this rate is average cost based on analysis of multiple incidents with varying management agencies and incident support complexity. This rate should be appropriate for most incidents, understanding that over time reasonable equity should occur. A complete list of those support costs included in the \$160 rate is located at

<http://www.fs.fed.us/r6/fire/incident-business/>.

Billing Content:

Reimbursable costs that should be included are those costs associated with operations and support, ordered on a resource order by or for an incident. Such costs may include but are not limited to:

- Costs for transportation, salary, benefits, overtime, and per diem of individuals assigned to the incident
- Cost of equipment in support of the incident
- Operating costs for support equipment such as fuel for camp generators
- Aircraft, airport fees, and retardant costs
- Agency-owned equipment and supplies lost, damaged, or expended
- Cost of reasonable and prudent supplies expended in support of the incident
- Charges for state controlled resources such as inmate crews, National Guard Resources, and county and local resources
- Trainees as identified in the Delegation of Authority

Items that are not normally reimbursed and remain the responsibility of the Jurisdictional Agency are:

- Rehabilitation costs (does not include suppression repair)
- Non-expendable property
- Tort and accident claims
- Trainees
- Additional support dispatching, warehousing, or transportation services supporting a resource order
- Agency specific work (e.g. loads of gravel for a USPS road in route to fire)

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

On all incidents, 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 COST is unavailable, actual costs will be applied to agency records to calculate billings for personnel and agency equipment. Exception: When the State of Oregon is the billing agency, actual costs will be applied to agency records.

Detailed documentation for 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 and Washington Department of Natural Resources billings for FEMA Incidents require 100% source documents.

Examples for adequate documentation for billings are:

- Salary – Agency time/attendance reports and copy of OF-288 with Resource Number.
- Emergency Equipment – OF-286 Use Invoice with final Payment Corrections or Commercial Invoice.
- National Contracts – Use Invoice with final Payment Corrections.
- Detailed records of credit card purchases.
- Detailed retardant costs per drop/aircraft/date.
- Resource Orders.

Cost Share Agreements: A copy of preliminary/draft cost share agreements should be reviewed by Agency Incident Business Advisors or Agency Business Leads for all involved agencies for implementation prior to signature. A copy of all final cost share agreements must be distributed to federal and state IBPWT Business Leads within 5 days of the end of the incident.

ANNUAL REVIEW OF NORTHWEST OPERATING PLAN

The Northwest Operating Plan will be reviewed annually by a PNWCG sub-committee and signatory agencies will sign revised Northwest Operating Plan. If there are no recommended changes to the Northwest Operating Plan, a letter to the file will document the review. The Northwest Operating Plan will be in effect concurrently with the Master Cooperative Wildland Fire Management and Stafford Act Response Agreement.

PACIFIC NORTHWEST OPERATING PLAN

SIGNATURES

USDI, Fish and Wildlife Service

Regional Fire Management Coordinator
Date:

USDI, Bureau of Land Management
Oregon/Washington State Office

Chief, Branch Fire and Aviation Management
Date:

USDA, Forest Service
Pacific Northwest Region

Director, Fire and Aviation Management
Date:

USDI, National Park Service

Regional Fire Management Officer
Date:

USDI, Bureau of Indian Affairs

Protection Forester
Date:

State of Oregon
Department of Forestry

Protection Division Chief
Date:

State of Washington
Department of Natural Resources

Resource Protection Division Manager
Date:

USDA, Forest Service, Northern Region

Director, Fire and Aviation Management
Date: 5/30/14

*Gregory M. ... acting for
Patt: Koppens*

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, 2014.

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.

Resource Allocation Strategy: A plan for distributing firefighting resources, especially during times of critical resource shortages, in order to meet Geographic Area incident objectives. The plan may implement one or more specific actions, such as lend-lease or pre-positioning.

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.

Exhibit B

PRINCIPAL CONTACTS

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

Bureau of Land Management/ Forest Service Brenda Johnson 503-808-6319	Fish and Wildlife – Fire Management Brian Gales 503-231-6174
National Park Service 415-623-2210	
Forest Service LuAnn Grover 503-808-2345	Bureau of Indian Affairs John Szulc 503-231-6797
Oregon Department of Forestry Doug Grafe 503-945-7271	Washington Department of Natural Resources Mike Minion 360-902-1708

Incident Business Management Coordinators

Agency	Name and Address	Phone Numbers and Email
BIA	Lori Anderson P.O. Box 1239 Warm Springs, OR 97761	541-553-2429 FAX 541-553-2426 lori.anderson@bia.gov
BLM/FS	Brenda Johnson PO Box 2965 Portland, OR 97208	503-808-6319 FAX 503-808-6799 brenda_johnson@blm.gov
NPS	Regional FMO 333 Bush Street Suite 500 San Francisco, CA 94104	415-623-2210 FAX 415-623-2383 Charles_Beckman@nps.gov
FWS	Billie Farrell 3833 S. Development Ave Boise, ID 83705	208-387-5536208-387- 5668billie_farrell@fws.gov
ODF	Toni Chambers 2600 State Street Salem, Oregon 97310	503-945-7229 FAX 503-945-7454 tchambers@odf.state.or.us
WDNR	Mike Minion PO Box 47037 Olympia, Washington 98504	360-902-1708 FAX: 360-902-1781 mike.minion@dnr.wa.gov

Exhibit C

NORTHWEST OPERATING PLAN

WASHINGTON STATE OFFSET AGREEMENT FOR BIA AND DNR

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

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.

Exhibit D

**BILLING MATRIX, BILLING CONTACTS AND
INCIDENT BUSINESS MANAGEMENT COORDINATORS**

PACIFIC NORTHWEST BILLING MATRIX

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

Cost Share Scenarios for Incident XYZ:

Below is a multi-jurisdictional fire example among the state, USFS and BLM. Actual expenditures on the incident total \$30.0 mil. as follows:

- State \$15.0 mil, USFS \$10.0 mil and BLM \$5.0 mil.

:

Total Fire Cost \$30 Million	State Expenditures \$15 million	FS Expenditures \$10 million	BLM Expenditures \$5 million
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Examples of the final settlements based on five different cost share agreements:

	State Obligation under Cost Share	FS Obligation under Cost Share	DOI Obligation under Cost Share
Cost Share #1	\$20 million	\$10 million	0
	In this example, the state's obligation under this cost share is \$20.0 mil, the USFS share is \$10.0 mil and BLM is not a party to this cost share and therefore is entitled to be reimbursed for their \$5.0 mil. of expenditures.		
Resolution:	State pays DOI \$5.0 mil.		
Cost Share #2	\$25 million	\$5 million	
	In this example, the state's obligation under this cost share is \$25.0 mil, the USFS share is \$5.0 mil and BLM is not a party to the cost share and therefore is entitled to be reimbursed for their \$5.0 mil of expenditures.		
Resolution:	State pays FS \$5.0 mil and DOI \$5.0 mil.		
Cost Share #3	\$10 million	\$20 million	\$0
	In this example, the state's obligation under this cost share is \$10.0 mil, the USFS share is \$20.0 mil and BLM is not a party to this cost share. Since federal agencies do not cross bill the BLM will not receive reimbursement from the FS.		
Resolution:		FS pays State \$5.0 mil.	Feds do not cross bill
Cost Share #4	\$25 million	\$3 million	\$2 million
	In this example, the state's obligation under this cost share is \$25.0 mil, the USFS share is \$3.0 mil and BLM's obligation is \$2.0 mil.		
Resolution:	State pays FS \$7.0 mil and DOI \$3.0 mil.		
Cost Share #5	\$10 million	\$5 million	\$15 million
	In this example, the state's obligation under this cost share is \$10.0 mil, the USFS share is \$5.0 mil and BLM is \$15.0 mil. As with the Cost Share # 3 scenerio, federal agencies do not cross bill so the FS will not receive any reimbursement.		
Resolution:		Feds do not cross bill	DOI pays State \$5.0 mil.

BILLING CONTACTS

Bills for resources ordered under the Northwest Compact are billed directly from state to state.

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. Invoices for BLM incidents outside of the geographic area shall be sent to:

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:

Mike Minion, Assistant Division Manager
Resource Protection Division
P.O. Box 47037
Olympia, WA 98504

National Park Service

Pacific West Regional Office
Regional Fire Management Officer
Attn: Sid Beckman
333 Bush Street Suite 500
San Francisco, CA 94101

Bureau of Indian Affairs

Northwest Regional Office
Attn: John Szulc
911 NE 11th Ave
Portland, OR 97232

Fish and Wildlife Service

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

Oregon Department of Forestry

Oregon Department of Forestry

Attn: Toni Chambers

Protection Program, Bldg D

2600 State Street

Salem, OR 97310

USDA Forest Service

Invoices for all incidents within the states of Oregon or Washington should be sent to the local FS office. Invoices for FS incidents outside of the geographic area shall be sent to:

USDA Forest Service

Incident Administration Coordinator

PO Box 3623

Portland, OR 97208

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 – Cindy Beck
Address – 2600 State Street, Salem, Oregon 97310
Telephone – (503) 945-7283
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 2014 fire season and a detailed workload allocation to appropriate positions. The annual budget for 2014 is \$262,013 which will be used to determine the daily use fee at the end of the year. An additional 14.90% representing the agency's indirect rate may also be applied. 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.

EXHIBIT F

COST SHARE AGREEMENT

Instructions:

Numbered instructions correspond to form items that require further explanation. Cost Share agreements will be numbered consecutively following the original (#1) for each fire. Supplements may be added at any time. Where insufficient room is available for necessary information, an additional page shall be used for additions. Small revisions to this agreement may be completed on a single page, describing the change to the original agreement, and obtaining new signatures from those involved.

Master Cooperative Agreements exist between all major wildland fire protection agencies in the Pacific Northwest. These agreements authorize general mutual aid, including reciprocal and cooperative fire protection services elaborated upon in local annual operating plans. A COST SHARE AGREEMENT is required when cooperative fire suppression action goes beyond initial attack or whenever there is a need for one. The objective of the Cost Share Agreement is to establish and document the cost proration and basic organizational structure of specific fires.

Cost Share Agreements will be negotiated on-the-ground. A Cost Share Agreement is necessary when more than one jurisdictional responsibility for fire protection is affected by the placement of the fire. The agreement will not affix liability for fire cost payment by either agency based upon responsibility for the fire origin. The designated representatives of each Jurisdictional Agency on the fire are responsible for completing and signing the agreement.

Communicate with IMT Finance/Office Manager to make sure cost share is implementable.

1. List the fire name agreed upon by agencies involved.
2. Give the origin or best estimate of origin location by legal description.
3. Estimate the size AT THE TIME OF THE COST SHARE AGREEMENT.
4. List the agencies involved in fire suppression operations, and respective agency fire numbers (OR VAD-000012). Also include the Fire Code and/or "P" and/or "N" numbers for federal agencies. There may be more than one number, be sure to capture all numbers for future reference.
5. List the DATE and TIME that the Cost Share Agreement becomes effective. Subsequent agreements could be effective prior to or following previous agreements.
6. Special conditions or land management objectives do not belong in the cost share agreement. They should be identified in the Delegation of Authority and/or appropriate decision document.
 - A. Identify Each Agency that has geographical and/or financial responsibility.
 - B. Identify if the incident is one fire or a complex of multiple fires and on which jurisdictional lands are involved.
 - C. Identify which Agency(s) have responsibility for payment processing of costs incurred.
7. Agency fire suppression costs will be determined from the information supplied in this item. Specify method used to determine costs (e.g., I-Suite, agency financial reports, etc.) There are several ways to determine the best cost share mix, and multiple factors that affect the mix. Annual operation plans will be

developed with consideration of suppression response strategies that would be appropriate to adequately protect each other's jurisdictional interests. The plan to resolve adjacency issues will be documented in local operating plans and on maps attached to the plans (sometimes known as the rind concept). These preseason plans will guide the development of cost share agreements if multi-jurisdictional fires occur in the area. The following list describes methods for consideration:

- A. Each Agency Pays for Their Own Resources -This is typically done when fire suppression efforts are primarily on jurisdictional responsibility lands, i.e., State resources on land protected by State and federal resources on federally protected land. A Cost Share Agreement is not necessary in this situation.
- B. Checkerboard Lands- Each agency pay for its own resources regardless of jurisdictional responsibility. This type of agreement is used primarily when the jurisdiction responsibility is such that it would be difficult to divide ownership, i.e., checkerboard lands. In this scenario, the fire line may be divided into 2 divisions and State takes responsibility for 1 division and another agency takes the other division. Each agency pays for their own resources regardless of which jurisdictional lands they are working on. Usually initial attack beyond 24 hrs.
- C. Percent of Acreage-Each agency pays a percentage of the total costs based on the percent of total acres burned for each jurisdictional responsibility. This method is typically not the preferred method to calculate cost share because the type of suppression efforts on differing lands can be very different, i.e., dozer line versus hand line versus retardant drop. The acreage split could be calculated on the final fire acreage.
- D. Percent of Effort-Each agency pays a percentage of the total costs based on the percent of effort for a fire. In this scenario, division splits should occur at jurisdictional responsibility changes when possible. At the end of each day, operations should determine the percent of effort. For example, if 60 percent of the ground resources worked on land protected by State, 60% of the total cost of ground resources for that day will be charged to State. The cost will be based on COST or State cost estimates as agreed by representatives for each agency. Air resource costs can be handled in the same manner but do NOT calculate ground and air resources together. Keep each a separate percent of effort calculation. Incident support costs can be shared based on the percent of effort of operational resources or by the established camp support cost rate based on the number of line resources identified in the corrected and approved IAPs
- E. Actual cost by Protection responsibility - Each agency pays for the actual resources on land protected by the agency. In this scenario, operation assignment splits should occur at jurisdictional responsibility changes when possible. At the end of each shift, operations should verify the resources that actually worked on each division. The Incident Action Plan (IAP) should then be updated and signed by a representative from each agency.

If a resource should work on more than one division during a shift, the resource will be considered to be assigned to the division where they worked the majority of their shift. Incident support costs can be shared based on the percent of effort of operational resources or by the established camp support cost rate based on the number of line resources identified in the corrected and approved IAPs.

As not all agencies are able to determine actual costs, it is acceptable to use established Agency costs/rates as the established costs for overhead, equipment, etc. and apportion the water/retardant drops on a percentage basis and apply that percentage to the total actual costs of aircraft.

For all of these methods, it is recommended that incident action plans be reviewed and approved. Costs should be reviewed and reconciled daily. In some instances, reimbursements can be made upon estimates instead of actual bill receipts. Check with agency representative to determine specific agency policy.

Reimbursable costs that should be addressed include costs associated with operations and support ordered on a resource order by or for an incident. Such costs may include but are not limited to:

- Costs for transportation, salary, benefits, overtime, and per diem of individuals assigned to the incident
- Cost of equipment in support of the incident
- Operating costs for support equipment such as fuel for camp generators
- Aircraft, airport fees, and retardant costs
- Agency-owned equipment and supplies lost, damaged, or expended
- Cost of reasonable and prudent supplies expended in support of the incident
- Charges for state controlled resources such as inmate crews, National Guard Resources, and county and local resources
- Trainees as identified in the Delegation of Authority

Items that are not normally included in cost share and remain the responsibility of the Jurisdictional Agency are:

- Rehabilitation costs
- Non-expendable property
- Tort and accident claims
- Trainees
- Additional support dispatching, warehousing, or transportation services supporting a resource order
- Agency specific work (e.g. loads of gravel for a USPS road in route to fire)
- For each item, indicate the specific documentation and/or process for allocating costs.

Examples:

- Ground Resources will be identified by jurisdictional responsibility by the Operations Section on each corrected IAP and signed by all Agencies.
- Air costs will be shared by the daily percent of effort on jurisdictional responsibility as identified by the Air Ops with the exception of ODF air tankers which are used and paid for by ODF. Recon flights will be allocated by percent of acreage flown for each jurisdiction.
- Incident support costs will be allocated based on resources identified on corrected and signed IAP as state jurisdictional, responsibility, and charged the appropriate camp support cost rate per person per day.
- Rehab will be 100% responsibility of FS on FS land.
- Non-expendable property is 100% responsibility of Agency who orders it.
- Trainees are 100% responsibility of Agency until person is qualified.
- Initial Attack resources will be paid by the Agency who ordered the resource.

8. Identify the documentation required for each Agency as it relates to financial documents.

Example:

- ODF requires copies of all Cost Share Agreements, Daily COST reports, approved IAPs for cost allocation tracking spreadsheet(s), and an original invoice from the USFS.

9. No input needed.
10. Signatures of authorized personnel. List any attachments to the agreement. Give the date of the last revision or former Supplemental Agreement for the same fire.

Ground Resources _____

Air Costs _____

Incident Support Costs _____

Rehab _____

Non-Expendable Property _____

Trainees _____

8. Documents required by each Agency are defined as follows:

9. It is recognized that each agency has different safety standards, HR policies, and tort and accident policy requirements. All employees will meet their own agency standards, regardless of location on the fire.

Agency	Agency	Agency	Agency
Signature	Signature	Signature	Signature
Title / Date	Title / Date	Title / Date	Title / Date

List of Attachments (if any): (For example MAP) _____

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 DELEGATION 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.

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.