

**United States
Department of
Agriculture**

**Forest
Service**

R-6

OR/WA

**Bureau of Land
Management**

**United States
Department of
Interior**

Reply Refer To: 5100 (FS)/ 9210 (BLM) (OR-934) P

Date: July 30, 2003

**FS-
Memorandum**

**EMS TRANSMISSION 08/05/2003
BLM-Information Bulletin No. OR-2003-215**

To: Forest Service Forest Supervisors and Bureau of Land Management District Managers

Subject: 2003 Northwest Operating Plan for the Master Cooperative Fire Protection Agreement

Attached is a copy of the signed 2003 Northwest Operating Plan for the Master Cooperative Fire Protection Agreement (Master Agreement).

An annual Operating Plan is required by the Master Agreement and provides details about payment procedures, identifies major billings among the agencies, and clarifies preparedness and operational procedures.

If you have any questions, please refer them to Barbara Kennedy at 503-808-2323.

/s/ J. S. Kendall Snell (for)
LAURIE PERRETT
Director, Fire and Aviation
Management

/s/ Leo Sidebotham
LEO SIDEBOTHAM
Chief, Branch of Fire and Aviation Management

Authenticated by
Mary O'Leary
Management Assistant

1 Attachment(s)

1 - [Master Cooperative Fire Protection Agreement](#) (23 pp)

BLM Distribution
WO (FA100)
OR-934 (Jerry Williams, Clay Hillin)

cc:
FMOs,
Ken Snell
Jon Rollens

MASTER COOPERATIVE FIRE PROTECTION AGREEMENT

**USFS #NFS 98-06-52-09
BLM #HA-A98-2A00
NPS #1443-CA9000-98-006
BIA #AGP000591
FWS #101308H037
ODF # 03-MULTI-5
WDNR #99-058**

**NORTHWEST OPERATING PLAN
OREGON STATEWIDE OPERATING PLAN
WASHINGTON STATEWIDE OPERATING PLAN**

2003

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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 October 14, 1998.

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

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 Coordination Center Operating Plan
- 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, May 1, 2002 (FS/ODF)
- Operating Plan, Interior Training Specialist, Redmond, OR
- The Northwest Preparedness Plan, 1991, as amended in 2002.

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.

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.

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

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
2. Washington State Departments of Corrections, Social and Health Services, and Natural Resources, June 1, 1992
3. Agreement between Oregon Department of Corrections, Oregon Department of Forestry, Washington Department of Corrections and Washington Department of Natural Resources of March 6, 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. Washington State Area Command-Washington Emergency Operation Plan (STARC)
3. Military Use Handbook
4. 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:

1. Northwest Compact and Annual Operating Guidelines
2. International Agreements in the National Mobilization Guide

PREPAREDNESS

National Fire Danger Rating System (NFDRS): NFDRS is the common and agreed upon fire danger rating system in the Pacific Northwest.

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 A	DNR/BIA	BIA/DNR
Exhibit B	ODF	BIA

Reciprocal Fire Protection Assistance:

Oregon and the USFS consider all of their 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 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 Exhibits A-B.

Joint Projects and Project Plans: The following Northwest joint projects and project plans are identified for 2003, and will be located in the exhibits when finalized. Additional joint projects may be identified, developed and incorporated into the Northwest Operating plan.

PNWCG funded projects
Prevention Teams

Travel and/or salary costs for joint projects may be covered by the benefiting agency, and documented in project plans.

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.

OPERATIONS

Independent Action: Independent Action is normally without reimbursement.

Clause 29 Escaped Prescribed Fires and Wildland Fire Managed for Resource Benefits:
Clarification: The responsibility for suppression costs is that of the jurisdictional agency.

Example 1: A wildland fire managed for resource benefits starts in a National Forest wilderness area, and escapes onto private lands under the protection of ODF. ODF has the responsibility to respond to the fire on private lands. The suppression costs will be billed the Forest Service, who is the jurisdictional agency.

Example 2: A prescribed fire burning on private industrial forest lands, (ODF is the protecting agency) escapes and spreads onto National Forest. The Forest Service suppressed the fire on National Forest, and incurs costs. The suppression costs will be billed to the private industrial forest landowner.

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

Use of Aircraft:

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 Jurisdictional agency (agencies) apply except for those aircraft assigned to an incident under Clause 28, Independent Action (see below).

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

1. The jurisdictional State's Aviation Plan.
2. The aircraft procurement document (i.e., a state contract, or a federal agency's aircraft contract).
3. Interagency Helicopter Operations Guide (IHOG) is used for guidance and is not policy.

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

1. DOI Departmental Manual 350-354, or FS Manual 5700.
2. The aircraft procurement document (i.e., a state contract, or a federal agency's aircraft contract).
3. All aspects of IHOG for wildland fire operations.
4. SEAT Operations Guide.

Incident Management Teams 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 103:411 as amended). The operator of the aircraft is 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 federal "P" Code) and;
- d) Which agency is receiving the benefits of the aircraft's flight.

Federal Excess Personal Property (FEPP) helicopters operated by the WDNR may only be ordered and used by Federal agencies when commercial civilian aircraft are not reasonably available. The WDNR can use FEPP aircraft on interagency incidents at their discretion.

Federal employees can only ride in federally carded/approved aircraft (w/federally approved pilots) regardless of fire location or 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 may be utilized on both federal and state protected lands as long as all provisions of applicable Op Plan Smokey (OR), STARC (WA), Military Use Handbook (when the National Guard is federalized), and agency Mobilization Guides are adhered to relating to the use of these aircraft.

Under Clause 28, Independent Action, any agency may assign their respective aircraft to the 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. 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 standards and procedures of the procuring agency.

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

USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

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

Travel and/or 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.

Billing Procedures:

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 (see exhibits A-B).

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.

Jurisdictional agencies agree to pay protecting agency for protection services on lands identified and agreed upon based upon the protection agency's previous year's cost analysis of the per acre rate. Payment will be due as stated on annual billings submitted to the jurisdictional agencies by the protection agency.

Any time the States respond to a federal agency fire (defined as a fire occurring on lands under the jurisdiction of a USDA or USDI agency) outside of Oregon and Washington the State will bill all applicable costs to the Forest Service, Pacific Northwest Regional Office. Costs for state resources requested through NICC or NWCC for fires occurring on other jurisdictions will be

billed directly to the jurisdictional agency. For states responding to fires within Oregon and Washington, bills will be sent to the appropriate local jurisdictional agency. Indirect cost assessments will not be applied.

Fee Basis Acquisition of Services: See Exhibits A-B.

Indirect Cost Assessment: The 2003 indirect cost assessment for non suppression activities is 18% for Washington DNR; 20% for ODF.

Crew Contract Rates: See Exhibit D for support for Crew Contract rate and procedures.

Billing Content: On all project fires that are cost shared, ICARS will be used for fire billings in order to meet the billing timeframes agreed to in the Master Agreement. When ICARS is unavailable, Chapter 80 rates will be applied to agency records to calculate billings for personnel and agency equipment.

Average costs, as agreed to, are acceptable for billings, when actual costs cannot be gathered within agreed to timeframes. Average costs refer to Interagency Business Management Handbook, Chapter 80, Incident Business Handbook rates, average travel costs, and costs for cache refurbishment.

GENERAL PROVISIONS

Clause 39, Loaned Equipment and Supplies: Clarification of Intent: The intent behind “equipment” is commonly used fire cache items, such as pumps, hoses, nozzles, etc. Equipment is not intended to mean items like fire engines and aircraft, which are covered under Clause 53, master Cooperative Fire Protection Agreement, Waiver.

Loan of equipment such as engines should be covered by a local agreement or operating plan.

GLOSSARY

Reimbursable Costs: Clarification of Intent: “Agency owned equipment and supplies damaged or expended by the supporting agency” means commonly used fire cache items expended in support of the incident.

Signatures: Clarification of Intent: Local operating plans may be signed by unit administrators, or as authorized by agency procedures.

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

USDI, Fish and Wildlife Service

/s/ Pam Ensley
Regional Fire Management Coordinator
Date: 07/23/03

USDI, Bureau of Land Management
Oregon/Washington State Office

/s/ Leo R. Sidebotham
Chief, Branch Fire and Aviation Management
Date: 07/10/03

USDA, Forest Service
Pacific Northwest Region

/s/ Laurie Perrett
Director, Fire and Aviation Management
Date: 07/11/03

USDI, National Park Service

/s/ John M. Kraushaar (Deputy for)
Fire Management Officer
Date: 07/23/03

USDI, Bureau of Indian Affairs

/s/ Cory Winnie
Protection Forester
Date: 07/23/03

State of Oregon
Department of Forestry

/s/ William Lafferty
Program Director
Date: 07/11/03

State of Washington
Department of Natural Resources

/s/ Mark Kahley
Division Manager
Date: 07/24/03

USDA, Forest Service, Northern Region

Cathy Scofield (for)
Director, Fire and Aviation Management
Date: 06/23/03

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

Location	Acres DNR Protects	Acres BIA Protects
Western Washington		
Olympic Peninsula Agency	179,457	
Puget Sound Agency	26,011	
Quinault Agency	13,358	
Total Western Washington	218,826	
Eastern Washington		
Private lands inside Yakima Reservation		20,829
Private lands inside Colville Reservation		93,494
Private lands inside Spokane Reservation		10,493
BIA land inside/exterior to Yakima Reservation	15,948	
BIA land exterior to Colville Reservation	2,167	
BIA land exterior to Spokane Reservation	226	
Total Eastern Washington	18,341	124,816
Total Washington State	237,167	124,816

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.

May 15, 2000

File: BIA Exhibit

MASTER COOPERATIVE FIRE PROTECTION AGREEMENT

EXHIBIT B

BIA, NORTHWEST REGIONAL OFFICE AND OREGON DEPARTMENT OF FORESTRY STATEWIDE OPERATING PLAN

This operating plan is prepared to the Master Cooperative Fire Protection Agreement signed and dated October 14, 1998.

Acquisition of Services: The Oregon Department of Forestry (ODF) shall provide fire protection services including prevention, presuppression, and suppression for lands identified by the legal description in appendix A under the administrative jurisdiction of the Field Representative, Siletz Agency; Superintendent, Warm Springs Agency; and Superintendent, Umatilla Agency. These lands listed with the ODF for fire protection will receive in the same degree of protection as the ODF provides for comparable valued range and forest resources under its administrative jurisdiction. Such protection shall be limited to lands on which agreement is reached and shall exclude structural fires.

It is further agreed that upon occurrence or fire threatening BIA lands ODF will promptly proceed to the location of such fire and will, if the owner, operator, or person in possession of the land is not taking every reasonable action to control the fire, assume responsibility and take all necessary action to control, suppress and extinguish the fire. The ODF shall take action on only those fires which are a direct threat to forest lands listed in Appendix A.

By March 1 each year the BIA will furnish the ODF a listing of any trust land acreage changes by legal description and a map of the lands for which fire protection is desired for the ensuing fiscal year.

The BIA shall grant access rights to the ODF under this agreement for the purpose of conducting fire presuppression, prevention and suppression on Indian trust lands or adjoining ODF protected land requiring access.

BIA will inform all timber purchase contractors and timber cutting permittees that the ODF is the Authorized Representative of the Forest Officer-in-charge as identified in Section B 11.2 of Timber Sale Contract, Part B, Standard Provisions (Form 5- 5323 Revised) for all fire inspections.

Notifications

Upon the discovery of any fire on or threatening BIA lands ODF shall notify the appropriate Line Officer concerning the existence and location or such fires.

- | | | |
|--------------------------------------|---------------|---------------|
| • Siletz Agency Field Representative | Ron Kortlever | (541)444-2597 |
| • Warm Springs Agency Superintendent | Paul Young | (541)553-2411 |
| • Umatilla Agency Superintendent | Phil Sanchez | (541)278-3786 |

Conversely, BIA shall notify ODF of the existence of any fire discovered by BIA and/or its agents.

- | | |
|------------------------------|--|
| • Coos County: | Coos Forest Protective Assn. , (541)267-3161 |
| • Lincoln & Polk County: | West Oregon District, (541) 929-3266 |
| • Yamhill County | Forest Grove District, (541) 357-2191 |
| • Douglas County | Douglas Forest Protective Assn., (541)672-6507 |
| • Hood River & Wasco County: | Central Oregon District, (541)296-4626 |

- Klamath County: Klamath Lake District, (541)883-5681

Reports and Records

The ODF, by June 15th of each year, will provide the BIA Regional Office, and each of the BIA Line Officers listed above, 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 or burning onto 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 - On going 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 judgement 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 Officer-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 operating. The Timber Sale Officer will insure 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 and/or Tribe, BIA or Tribe 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 629-43-043 and accompanying directive (1-4-1-601). Burn fee rules (OAR 629-43-041) per Oregon Revised Statute 477 .515.

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 by 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 - John Borden , (503)945-7236
- BIA – Cory Winnie, (503) 231-6759

Each April, using preliminary budget and rate information for the upcoming year, ODF will supply BIA with:

- A computed estimate of the amount the BIA should be invoiced the following November. This estimate will utilize the prior year's BIA acreage.
- ODF will apply a percentage estimate of suppression and pre-suppression cost to be applied to the invoice.

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

BIA shall pay within thirty 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.

Adjustments

In any fiscal year, adjustments in the total amount to be paid by BIA during that year may be agreed on between BIA and ODF. This adjustment may be based on a change of acreage rates, variation in the number of acres to be protected, or errors in computation made in preparing the budget. Mutually agreeable adjustments may also be made in the application of funds to areas requiring additional fire protection as provided in this agreement.

Special Provisions

Assistance may be requested from one party to the other. Upon request (resource order), the type and amount of resources needed for suppressing fires will be agreed to by both parties. There shall be reimbursement for suppression expenses incurred on fires where resource orders are placed. 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. For fires where one party provides mutual aid to the other within a 24-hour time frame, there will be no exchange of funds. If suppression actions continue into the next burning period or beyond 24 hours, then a resource order will be placed and the party providing assistance will be reimbursed for their costs.

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 will 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.

**Master Cooperative Fire Protection Agreement
Northwest Operating Plan
Exhibit C**

FY 2003 Exchange of Fire Management Funds
Pacific Northwest Geographic Area

Each year, as part of this Operating Plan, the Directors of Fire Management of the member agencies agree to jointly fund such programs as the Northwest Coordination Center (NWCC), or provide services for each other, for which funds are exchanged. An effort is made to offset or balance the amounts the Agencies owe each other, so as to minimize the efforts necessary to exchange funds.

In FY 2003, the Agencies agree to the following:

The BLM will provide airspace coordination and aircraft dispatching services to the Forest Service (FS). The FS will reimburse the BLM \$50,000 for these services.

The BLM will provide a detailer to fill the regional fuels position. The Forest Service will reimburse the BLM for these services.

The Forest Service and BLM agree to share the costs for the National Fire Plan Coordinator. The BLM will reimburse the Forest Service.

The FS agrees to provide initial attack services on approximately 50,000 acres of public land managed by the BLM in the state of Washington. The BLM will reimburse the FS \$50,000 for this service.

Employees of NWCC are paid by their respective agencies, with the exception of the Assistant Intelligence Officer and the Fire GIS Specialist (See below). Most operating expenses of the center are paid by the FS, while some are paid directly by the BLM. Member agencies agree to reimburse the FS for their proportionate shares. (See Exhibit C1.)

The BIA will provide one FTE for a fire GIS specialist located at NWCC. Reimbursement to the BIA will be as follows: FWS 2 work months salary and benefits, NWCC federal agencies 4 months salary and benefits, BIA 6 months salary and benefits.

The BIA will provide one FTE for a Training Coordinator position in Redmond, OR at the Pacific Northwest Interagency Training Center (PNWITC). This position will be a contribution of the Interior agencies to the training program. BLM and NPS will reimburse the BIA their proportionate share.

Therefore:

A. Forest Service owes BLM:

\$36,000 (fuels)

\$50,000 (Air)

\$86,000 Total

B. BLM owes Forest Service:

\$60,000 (NFP Executive Director)

\$50,000 (IA in WA)

\$12,000 (NWCC)

\$122,000 Total

C. BLM Owes the Forest Service \$36,000. Because BIA owes the FS \$9,000 for NWCC, and BLM owes BIA \$17,000 for training, this will be offset \$9,000, increasing the amount to \$45,000.

D. BLM owes BIA \$8,000 (reduction of \$9,000 for \$17,000 Training Specialist.)

E. FWS owes FS \$9,000 (NWCC).

F. FWS owes BIA \$17,000 (training).

G. NPS owes BIA \$15,000 (training).

H. The BIA cost of \$9,000 (NWCC) to the FS is offset to \$0 (See C.)

Exhibit C1
 FY 2003 NWCC Budget

	est. FY-03 Expenditure	USFS (66%)	BLM (20%)	BIA (8%)	NPS (3%)	FWS (3%)
Basic Center Operations + Interagency Positions						
Approved FY - 03 Budget	\$343,000	\$226,380	\$68,600	\$27,440	\$10,290	\$10,290
Adjusted FY - 03 Budget Level & Agency Apportionment (excludes agency contributed salaries)	\$373,000	\$246,180	\$74,600	\$29,840	\$11,190	\$11,190
Est. Shared Need @ end of FY based upon 66/20/8/3/3 proportion	\$295,700	\$195,162	\$59,140	\$23,656	\$8,871	\$8,871
Projected Actual Expenditure by Agency @ end of FY	\$295,700	\$195,200	\$47,000	\$14,500	\$0	\$0
Projected Agency		(\$39,038)	\$12,140	\$9,156	\$8,871	\$8,871
			to USFS	to USFS	to USFS	to USFS
Projected excess available (Approved - Shared Need)	\$47,300	\$31,218	\$9,460	\$3,784	\$1,419	\$1,419

**Master Cooperative Fire Protection Agreement
Northwest Operating Plan
Exhibit D.
Support to Interagency Crew Contract**

Supplemental Project Plan

PROJECT AND FINANCIAL PLAN

I. INTRODUCTION

This project is for the purpose of developing and funding an adequate administrative function for the Interagency Crew Contract. An adequate level of administration is critical for an effective and efficient contract crew program over the long term. It is recognized that with the many agency users, many crews and contractors under the contract's provisions, that the job is complex and time consuming.

II. 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 Interagency Crew Contract for the benefit of all user agencies. This project will begin upon approval and will end November 1, 2003. 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.

III. PRINCIPAL CONTACTS

Principal Contacts for ODF are:

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

IV. DETAILED PROJECT DESCRIPTION

- A. Specific Duties – Listed in the spreadsheet attachment.
- B. Tools and equipment – All necessary tools, equipment, support services will be supplied by ODF as part of this agreement.
- C. Personnel Involved – Listed in the spreadsheet attachment.

V. SUPERVISION AND TECHNICAL OVERSIGHT

All supervision and technical oversight will be supplied by ODF as part of this agreement. Necessary coordination and partner input will be sought on an interagency basis, as needed, for contract language, contract concepts and other details as necessary. ODF will ensure necessary pre and post season coordination occurs.

VI. REIMBURSEMENT

ODF will be reimbursed by user agencies on a pro-rated use basis. For this project year, user agencies will reimburse ODF \$60.00 per crew day use, including travel time, work time, standby time and user mandated crew rest days. ODF will bill user agencies for work performed under this agreement following

November 1, 2003. To allow user agencies to obligate funds ODF will provide an estimate for reimbursement by September 15, 2003.

VII. FINANCIAL PLAN

ODF has provided to user agencies a budget covering this project. It is anticipated that the budget and anticipated crew use will be used to modify the daily rate on an annual basis.

**Master Cooperative Fire Protection Agreement
Northwest Operating Plan
Exhibit E.
Operating Plan Amendment (Ziolko Travel Expenses):**

This amendment is made to the current State-wide Operating Plan is prepared pursuant to the Master Cooperative Fire Protection Agreement signed and dated October 14, 1998 (NSF 98-06-52-09; BLM HA-A98-2A00), under the authority of the Reciprocal Fire Protection Act of May 27, 1955.

Under the current Operating Plan, the Oregon Department of Forestry (ODF) is responsible for the continued administration of the Oregon Smoke Management Plan (OSMP) under ORS 477.513(3)(b). This OSMP directs ODF to coordinate and facilitate the statewide implementation and regulation of prescribed burning on lands protected by ODF and on federally managed forest lands and participating tribal lands.

The Federal Land Management Agencies (FLMA; FS and BLM) have the affirmative responsibility under 42 USC 7418 of the Clean Air Act to follow the direction established in the State of Oregon's Implementation Plan which includes the SMP covering all prescribed fire operations initiated by the federal land managers in the State of Oregon.

This amendment specifically provides funds to cover the Travel and Per Diem Expenses for Mike Ziolko, Oregon Department of Forestry's Smoke Management Program Coordinator. This amendment allows Mike Ziolko to participate in the Interagency Air and Smoke Management Council (IASC) Meeting in Sacramento, California on April 23-24, 2003. This request is in the best interest of the government because it will lead to better coordination of all prescribed fire smoke between the States of California, Nevada, and Oregon. This agreement is being done because the State of Oregon prevents anyone other than the employee's agency to pay directly their employees travel expenses.

The cost of the amendment is estimated to be \$425, which will be used to reimburse the State of Oregon for Mike Ziolko's expenses. Charges should be made against current Forest Service year appropriation WFHF42.

Principle Contacts:

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Mike Ziolko

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