

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF OREGON, OREGON DEPARTMENT OF FORESTRY
AND
THE UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT, OREGON/WASHINGTON
AND
THE UNITED STATES DEPARTMENT OF AGRICULTURE
U.S. FOREST SERVICE, REGION 6
CONCERNING
STRATEGIC ANALYSIS OF CONDITIONS AND TRENDS
AND DEVELOPMENT OF KEY CONSIDERATIONS RELATIVE TO
WILDFIRE COORDINATION AND RESPONSE

I. Purpose

This memorandum of understanding (MOU) identifies a specific request for strategic analysis of conditions and trends and development of key considerations relative to wildfire coordination and response among the three executives of the Oregon Department of Forestry (ODF); Bureau of Land Management (BLM), Oregon /Washington; and U.S. Forest Service Region 6. The MOU directs Incident Commander Bill Hahnenberg and his National Incident Management Organization (NIMO) team to provide this strategic support to us.

II. Situation

The current and future workload of emergency response and fire suppression for the states of Oregon and Washington is anticipated to increase in complexity and extend well into the fall based on current conditions and long-term forecasts. We currently have multiple incidents scattered throughout the geographic area and share a significant workload in southwest Oregon requiring a high level of interagency cooperation and coordination and extensive use of shared resources. Safety is a core value for us as is resource protection; serving the interests of the public, community, and landowners; and for assisting the State of Oregon in meeting the statutorily mandated requirements of ORS 477.005.

III. Request and Direction

Due to the current weather prediction and the high probability of additional demands throughout the geographic area, we are asking Incident Commander Bill Hahnenberg and his NIMO team to provide the following types of analysis and support to us, the three agency executives, for our use in preparation and coordination. This work is to be strategic in nature and not operational and will consider three identified timeframes: August 1-15, August 16-30, September-October.

- A. Provide short- and long-term assessments of fire weather and fuel conditions and trends and resource availability that can contribute to situational awareness for the agency executives.
- B. Provide analysis and projections related to resource draw-down demands within the Pacific Northwest and strategic considerations for response in the near-, mid-, and long-term.
- C. Provide strategic analysis of the big picture to ensure that the current fire situation in southwest Oregon—or in any specific region—is considered in the context of the full protection responsibilities across the geographic area. Offer considerations and options that ensure adequate resources are available to meet protection responsibilities.
- D. Provide options and considerations for coordination and communication that are flexible in scope and scale as complexity increases.
- E. Identify for us any issues, concerns and opportunities to assure the highest regard to safety.

IV. Roles

This tasking is directly related to strategic analysis and not to ongoing fire operations, and is designed to provide considerations for the agency executives. It is not directed by or providing products to the Pacific Northwest Coordinating Group or Multiple Agency Coordination.

V. Products

We ask that NIMO provide a periodic summary of analysis and considerations that can be reviewed and discussed by agency executives at least weekly and, at NIMO's discretion, more frequently.

We have designated David Summer (Director of Fire, Fuels, and Aviation-Forest Services), as the primary representative to direct the work of Hahnenberg's team and to communicate our intentions. We also have identified Jeff Fedrizzi (State Fire Management Officer-BLM) and Nancy Hirsch (Protection Division Chief-ODF) as secondary contacts to assist as available. Within the scope of this agreement is the recognition that situational demands may require Hahnenberg's team to be called away to other priority assignments.

VI. Administration

- A. Records Management: The Forest Service and BLM own the rights to all data/records produced as part of this MOU. All records (in all media, paper and electronic) created or produced in part or in whole are to be maintained for the duration of the MOU, made available upon request, and, upon termination of the MOU, will be turned over to the Forest Service and BLM. The Oregon Department of Forestry shall not retain, use, sell, or disseminate copies of any data that contains information covered by the Privacy Act of 1974 or that which is generally protected by the Freedom of Information Act.
- B. Public Records: Any information furnished to any of the undersigned agencies is subject to the Freedom of Information Act (5 U.S.C. 552) and State public records laws.


- C. Modification: Modifications within the scope of the agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties prior to any changes being performed.
- D. Non-Fund Obligating Document: This agreement is neither a fiscal nor a funds obligation document. Any endeavor to transfer anything of value involving reimbursement or contribution of funds between the parties to this agreement will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate documents that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This agreement does not provide such authority. Specifically, this agreement does not establish authority for noncompetitive award to the cooperator of any contract or other agreement.
- E. Termination: Any of the parties, in writing, may terminate the agreement, in whole or in part, at any time before the date of expiration.

VTI. Commencement/Expiration Date

This agreement is executed as of the date of last signature and is effective through October 31, 2013, at which time it will expire unless extended.

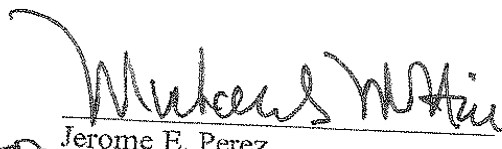
VIII. Signatures

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last date written below.




Doug Decker
Oregon State Forester
Oregon Department of Forestry

8-1-13
Date

for 

Jerome E. Perez
State Direct, Oregon/Washington
Bureau of Land Management

8-1-13
Date



Kent P. Connaughton
Regional Forester, Region 6
U.S. Forest Service

8/1/2013
Date