

FY 2008
ANNUAL ACTION PLAN
BY AND BETWEEN
STATE OF ARKANSAS, ARKANSAS FORESTRY COMMISSION
AND THE
U.S. DEPARTMENT OF AGRICULTURE, FOREST SERVICE

This Plan is in accordance with the Cooperative Agreement between the State of Arkansas, Arkansas Forestry Commission, hereafter referred to as the State and the U.S. Forest Service, Ouachita NF and Ozark-St. Francis NFs, hereafter referred to as the Forest Service.

1. In accordance with the Cooperative Agreement, the Forest Service will fight fires on other lands when the National Forest land is threatened or when requested to do so by an authorized Forest Officer of the State.
2. Persons authorized by the State to make requests for reimbursable assistance are the Assistant State Forester, Resource Protection at Little Rock, the State Forester or Deputy State Forester at Little Rock, or his designated Acting. All air support for State managed fires will be ordered through the Little Rock Office to the Forest Service Dispatch center in Hot Springs, Arkansas.
3. The State is responsible for fire suppression on State and private lands in accordance with the cooperative agreement. The State will fight fires on National Forest lands when State or private lands are threatened or when requested to do so by an authorized Forest Service Officer.
4. Persons authorized to approve reimbursable State assistance on Forest Service managed fires are the Forest Supervisor, Deputy Forest Supervisor, District Ranger, or the Fire Team Leader.
5. The request will be made to the State Forester, Deputy State Forester or Assistant State Forester, Resource Protection at Little Rock, Arkansas.
6. Charges for reimbursements will be the actual expenditure for the services rendered. Equipment use will be charged in accordance with the established rates in effect for the sending agency on the time of use.
7. All employees of either agency discovering or receiving reports of fires on that area protected by the other agency shall report them promptly to the proper employees at the agency responsible for suppression action. Reports to the State should be made to the person on call at either the local State Dispatch or Forest Service Dispatch.
8. The State is authorized to transmit and receive on the designated U. S. Forest Service frequencies for business directly concerning the U.S. Forest Service. Radio operations shall be according to approved policy, regulations and procedures of the U.S. Forest Service. Use of these frequencies shall be limited to key fire personnel. The approved

frequencies and tones are designated in the Cooperative Radio Frequency Agreement between the State of Arkansas and the Forest Service.

The Forest Service is authorized to transmit and receive on the designated State Frequencies for business directly concerning the State. Radio operations shall be according to approved policy, regulations and procedures of the State.

9. It is agreed that each party will assume financial responsibility for the cost of long distance calls necessary to report fires in their respective areas of protection.
10. Closure orders, red flag alerts and burn bans may be put into effect by either agency under its authority; however, before such action is taken, both agencies will determine the seriousness of the situation and every reasonable effort will be made to insure uniform and simultaneous action by both agencies.
11. During periods of extreme fire danger outside this area, it may be necessary to send crews and/or individual specialists outside the State of Arkansas. At times when the State sends crews or individuals at Forest Service request such efforts shall be under AD pay plan or reimbursed by the Forest Service upon an itemized bill from the State. The State shall submit a bill for the actual personnel cost to include: salaries, benefits, fringe and over-time; actual travel for any meals and lodging and transportation not supplied by the Forest Service. Any applicable worker's compensation paid out as a result of this type request will also be billed. The Forest Service will reimburse the Forestry Commission in accordance with Clause III, A-2, or A-18 of the Cooperative Agreement. All cost for personnel services shall be based on the current status of employees as documented by the State Personnel Office. Under the authority of the Stafford Act and the Appropriation Act of 2007 the State will be reimbursed for State personnel responding to all-risk incidents under Presidential Declaration.

Time reporting for crews or individuals assigned to a fire detail shall be according to Chapter 10, Interagency Incident Business Management Handbook. Form OF 288 will be used to document time for individuals. Type of employment will be marked "regular government employee: address: AR-ARS

The Forest Service will furnish personal protective equipment to State employees needed to suppress project fires on the National Forest lands in Arkansas and Oklahoma or for other fire details in or out of the Region.

12. All requests for Forest Service air support drops on forest fires on privately owned lands will be made through the State Protection Office, State Forester or his designated representative. The Forest Service will bill the State by separate billing for the costs of these air tanker drops and forward a copy of the billing to the private landowners specified by the State Forester. The State Forester will arrange for the specified private landowners to make direct payments to the Forest Service on the basis of the copy of the Forest Service billing forwarded to them, or in the absence of such arrangements, the State will pay the Forest Service in accordance with Clause III A-2, and A-18 of the Cooperative

Fire Control Agreement. Send copy of Bill for Collection to State Office at Little Rock, Arkansas and copy to private landowner.

All requests for Forestry Commission agency owned or contractor aircraft will be ordered through the Sulphur Springs Dispatch Center of the Arkansas Forestry Commission. This includes aircraft for personnel transport, detection services, air attack services, helicopters or single engine air tankers. The Forest Service will reimburse the Forestry Commission in Accordance with Clause III A-2 or A-18 of the Cooperative Fire Control Agreement.

13. The State agrees to furnish aerial detection commensurate with that provided private landowners in the area for the St Francis, Sylamore, Wedington and Magazine units of the Ozark St-Francis National Forest.

Aerial detection will be planned using the forecasted NFDRS indices and seasonal and historical fire occurrence. District Forester may schedule additional flights within limitations of the AFC Aviation Management Plan.

The Sulphur Springs Dispatch Center will notify the Forest Service of daily detection plans through the Hot Springs dispatch office. .

14. The Ozark-St. Francis National forest will provide aerial detection for all of Newton County, the south portion of Madison County, and all of Crawford County commensurate with that provided on Forest Service lands in the same counties.

Hot Springs Dispatch will notify Sulphur Springs Dispatch of their planned detection.

No reimbursement will be authorized for exchange of responsibilities in items 13 and 14. If for some reason either party cannot provide the planned detection, the other party will be notified so that supplemental arrangements can be made.

Each agency will submit flight patterns to the other agency so lands will not be double covered.

15. The State agrees to provide support to Forest Service air base management activities as resource availability allows. Cooperative services could include but are not limited to: Personnel resources as relief mixing and loading crews, equipment for the transport of retardant and supplies, and base security. Requests for assistance will be made to the Assistant State Forester, resource protection, in Little Rock Arkansas. If these services are determined to be at State expense, the Forest Service will reimburse the Forestry Commission in accordance with Clause III, A-2, or A-18 of the Cooperative Agreement.
16. The State will be reimbursed for all State personnel, equipment and travel costs incurred in the support of all-risk incidents that are under a Presidential Disaster Declaration or a Presidentially declared emergency.

17. Wildfires resulting from prescribed fires which escaped and which were ignited by or at the direction or under the supervision of one of the parties to this agreement shall be the responsibility of that party. All suppression costs shall be borne by the responsible party. A party may take appropriate suppression action when lands under its protection jurisdiction are involved in or threatened by fire. Such suppression action may be taken on its own initiative or at the request of the responsible party. A party may take appropriate suppression action, at the request of the responsible party, when lands under its protection jurisdiction are not involved in or threatened by the fire. The responsible party shall reimburse the other party for all suppression costs incurred in accordance with Clause III, A-2, or A-18 of the Cooperative Agreement.
18. The Forest Service agrees to permit the State to build structures and to maintain existing structures needed to facilitate the fire management activities within the National Forest, provided such structures conform in character, location and use within Forest Service policy, and are approved in advance by the Forest Supervisor.
19. This Action Plan will become a part of each Forest Service District Ranger's Fire Mobilization Plan and each State District's Fire Plan.
20. The Forest Service agrees to permit the State to have use of available Forest Service equipment and personnel on the Crossett Experimental Forest (CEF) for emergency use on the CEF and adjacent lands in Ashley and Drew Counties.

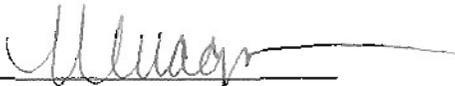
The State agrees to assist in fireline maintenance, fire suppression, prescribed burning, maintenance of fire suppression equipment owned by the Forest Service and to assist in preparation for the annual Crossett Forestry Field Day.

21. The Arkansas Forestry Commission will be allowed to purchase items used in fire fighting and Personal Protective Equipment from the Ouachita and Ozark-St. Francis National Forest fire cache. The Forest will submit a bill for the actual cost of these items to the Arkansas Forestry Commission 3821 W. Roosevelt Little Rock, Ar. 72204 attention Protection Dept.
22. Drivers and equipment operators will hold appropriate operating licenses to meet State and Federal laws. Employees of Parties to this Agreement may operate each other's vehicle provided that operator meets the current operating guidelines and training requirements of their own Party.

In witness whereof, the parties hereto have executed this Action Plan on the dates shown below.

FOREST SERVICE
U.S. DEPARTMENT OF AGRICULTURE

3/11/08
Date


By: FOREST SUPERVISOR
Ouachita National Forest

3-17-08
Date


By: FOREST SUPERVISOR
Ozark-St. Francis National Forest

STATE OF ARKANSAS
ARKANSAS FORESTRY COMMISSION

3-6-08
Date


By: STATE FORESTER
Arkansas Forestry Commission

The authority and format of this instrument
has been reviewed and approved for
signature.

/s/ Michael R. Harper
Michael R. Harper
Agreements Specialist

February 26, 2008
Date