

ANNUAL OPERATING PLAN  
BY AND BETWEEN  
OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD AND FORESTRY,  
FORESTRY SERVICES DIVISION  
AND  
U.S. DEPARTMENT OF AGRICULTURE, FOREST SERVICE  
FY- 2009

This plan is in compliance with Section IV-1 of the Cooperative Agreement between the Oklahoma Department of Agriculture, Food and Forestry, Forestry Services Division, hereinafter referred to as the State, and the Ouachita and Ozark-St. Francis National Forests, hereinafter referred to as the Forest Service.

1. The lands on which the Forest Service is responsible for fire suppression is shown on the Ozark/Ouachita Administration maps. In accordance with the Cooperative Agreement, the Forest Service will fight fires on other lands when 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 Area Foresters or their designated representatives, the State Forester or his authorized representative at Oklahoma City, Oklahoma.
3. Requests for reimbursable assistance will be made to the Forest Service dispatcher, the Fire Team Leader, Forest Supervisor or Acting Forest Supervisor at Hot Springs, Arkansas.
4. The State is responsible for fire suppression on state and private lands. In accordance with the Cooperative Agreement, the State will fight fires on Federal lands when State or private lands are threatened or when requested to do so by an authorized Forest Service officer.
5. Persons authorized by the Forest Service to request reimbursable assistance are the Forest Supervisor, Deputy Forest Supervisor, the Fire Team Leader and Deputy Fire Team Leader.
6. The request for reimbursable assistance will be made to the Assistant Director at Oklahoma City or local Area Forester.
7. Each agency will furnish its own transportation for its respective crews.
8. The Forest Service will furnish personal protective equipment and fire shelters to organized crews needed to suppress project fires on the Ouachita/Ozark National Forest or other fire assignments in or out of the Region.

9. Charges for reimbursable assistance will be the actual expenditure plus indirect cost for the services rendered. Equipment use will be charged in accordance with the established rates in effect for the sending agency at the time of use.
10. All employees of either agency discovering or receiving reports of fires on lands protected by the other agency shall report fires promptly to the proper employee at the agency responsible for suppression action. Reports to the State should be made to the State Fire Control Officer or to the person "on call" at the jurisdictional Area Offices. Reports to the Forest Service should be made to the Forest Dispatcher in Hot Springs or to the persons "on call" at the Forest Service offices at Hochatown, Talihina, or Hodgen, Oklahoma.
11. Both agencies are authorized to keep and maintain radio equipment in each other's facilities for the purpose of fire and other emergency communications. A Cooperative Radio Frequency Agreement is on file in the Forest Supervisor's Office in Hot Springs and the Director's Office in Oklahoma City.
12. Both parties agree that in order to avoid duplication of effort in fire prevention programs, Representatives from the Forest Service will meet each year with representatives from the Area Offices to agree on areas to be served by each or to be handled jointly. Each agency will emphasize measures to reduce the risk to communities and the environment according to the direction given through the 10-Year Comprehensive Strategy in the National Fire Plan.
13. Closure orders or burning 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.
14. During periods of local, regional or national emergencies, it may be necessary to request assistance from the State of Oklahoma for fire resources to be sent outside the state. When the Forest Service employs State personnel on leave status, they will be employed under the AD authority and will be considered employees of the Forest Service for the purpose of fighting fires. The rate of pay will be according to the Interagency Incident Business Management Handbook. This rate is all-inclusive and no additional pay will be added for hazardous duty.
15. Under the authorities of the Stafford Act the State will be reimbursed for state personnel, equipment, and travel costs in the support of all-risk incidents that are under a Presidential Disaster Declaration or a Presidentially declared emergency.
16. In addition to personnel, the State agrees to provide up to 10, type 6 engines for out of state fire suppression work. Each engine will be staffed by at least one state approved engine boss at all times. State employees assigned to engines will be employed under the AD payment plan. Engines will be inspected at pre-season, and will carry this inspection with them. Engines should be re-inspected upon arrival at an incident.

These Type 6 Engines will be minimally equipped as follows:

Tank Capacity	200 gallons (minimum)
Pump capability	50 Gallons per minute
Foam Capability	Class "A" Proportioned
Chassis	"1 Ton" (Minimum 11,000 lbs GVW)
Drive Unit	4 wheel drive with dual rear tires
Hose	300 ft. of "1½" and 300 ft. of "1"
Fittings	Assorted by truck and should be inventoried at incident.
Communications	1 VHF (150-174) MHZ FM mobile radio + 2 VHF (150-174 MHZ) FM B/K Portables.
Minimum Crew	1 ENGB (AD4) and 1 FFT1 (AD3) or 1 FFT2 (AD2)

Engines are "wet" with fuel provided by state. If fuel is provided by the incident, then fuel tickets will be collected, attached and deducted from the final bill.

Any Class A foam used will be provided by the Government (Incident).

Rates for these engines are as follows:

Type 6, 4x4, with foam capability - \$725.00 per day after check in at the incident. Partial days are prorated at a rate of \$61.00 per hour up to 12 hours, and then the full rate applies. If equipped with chainsaw, add \$25/day or \$2/hr.

While in transit to or returning from an incident a mileage rate of \$2.00 per mile will be applied. The daily rate does not apply to equipment in transit to an incident.

Time and mileage will be recorded on Equipment Shift Tickets according to the NWCG Interagency Incident Business Practices Handbook. Operator and crew time will be recorded on OF-288, Fire Time Report.

General Clauses applied to these engines:

The Forest Service will assume risk for loss, damage, or destruction of equipment covered under this agreement, provided that no reimbursement will be made for loss, damage or destruction when (a) due to ordinary wear and tear, or (b) negligence of state or state's agents caused or contributed to loss, damage or destruction, or (c) damages caused by equipment defects unless such defects are caused by negligence of the Forest Service or its employees.

The Forest Service will be responsible for all claims for damages and loss to third parties when the equipment covered on this agreement was being operated within the scope of the agreement. Specifically the scope of this agreement covers; travel to and from an incident, use at the incident and necessary incidental travel required in support of an incident or in transit.

Repairs to equipment shall be made and paid for by the State, unless such repairs are the result of damage incurred due to incident operations. The Forest Service may, at its option, elect to make such repairs when necessary to keep the equipment operating. The cost of such repairs will be deducted from the payment to the State.

17. Prior to July 1, the Forest Supervisor's Office and the Director's Office will coordinate fire training needs and opportunities to ensure the most effective use of training funds of both agencies.
18. The State and the Forest Service agree to the following offset fire protection arrangement for lands in McCurtain County.
  - A. **RECIPROCAL FIRE PROTECTION** (mutual aid) area is designated to be those state and private lands within one mile of the boundary line of Forest Service-owned lands. Fires occurring in this area impart initial attack responsibility to both parties to this agreement under the process defined under the **BOUNDARY LINE FIRES** definition of the **COOPERATIVE FIRE PROTECTION AGREEMENT**. Fires occurring outside this area are the responsibility of the **JURISDICTIONAL PARTY** who may request assistance from the **SUPPORTING PARTY** on an as needed basis under the terms of **REQUESTED ASSISTANCE** given in the **COOPERATIVE FIRE PROTECTION AGREEMENT**.
  - B. Both agencies agree that neither agency will bill the other for services received under this arrangement within the first 24-hour period of initial attack of a fire.
  - C. Both agencies agree to conduct a cost equality analysis of the Offset Fire Protection arrangement by July 1 of each year, and to make the necessary adjustments in areas protected, based upon the analysis by September 1 of each year.
19. All requests for Forest Service airtanker or helicopter drops on forest fires on privately owned lands outside of the **RECIPROCAL FIRE PROTECTION** area defined above will be made by the Director, Area Forester or designated representative. The Forest Service will bill the State by separate billing for the costs of these drops and forward a copy of the billing to the private landowners specified by the Director. The Director will arrange for the specified private landowners to make direct payments to the Forest Service in accordance with Clause IV-13 of the Cooperative Agreement. Copy of the Bill for Collection will be sent to State Office at Oklahoma City, Oklahoma and copy to private landowner.
20. The State agrees to provide detection for the National Forest lands in Oklahoma. The reimbursable cost for this service will be **\$16,520** annually. The Forest Service will make an annual payment of **\$16,520** to the State upon receipt of services.

Principal contacts for each Agency for the administration of the project are:

Name Glen Fortenberry  
Address US Forest Service, PO Box 1270, Hot Springs, AR 71901  
Telephone 501-321-5284  
Email gfortenberry@fs.fed.us  
FAX 501-321-5353

Name Mark Goeller  
Address 2800 N. Lincoln Blvd.  
Telephone 405-522-6145, cell 918-207-9492  
Email mark.goeller@oda.state.ok.us  
FAX 405-522-4583

Principal fiscal contacts for each Agency of the project are:

Name Diane Lowder  
Address US Forest Service, PO Box 1270, Hot Springs, AR 71901  
Telephone 501-321-5249  
Email dlowder@fs.fed.us  
FAX 501-321-5353

Name Linda Doss  
Address 2800 N. Lincoln Blvd.  
Telephone 405-522-6148  
Email Linda.Doss@oda.state.ok.us  
FAX 405-522-4583

21. The Oklahoma Department of Agriculture, Forestry Services Division 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 those items to the Forestry Division 2800 Lincoln Blvd, Oklahoma City, OK 73105 attention: Steve Mattax.
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.
23. The State agrees to allow the Forest Service to improve and use approximately 2800 square feet of an existing building at the State of Oklahoma, Division of Forestry,

Broken Bow workcenter of which 1400 square feet would be used for a fire cache, engine bay, tool/workbench and misc. storage and 1400 feet for an exercise facility and other storage and approximately 7200 square feet of space of parking space for transport, trailer and vehicle storage.

This agreement will remain in effect until such time as all parties hereto agree upon changes to be incorporated.

5-18-09  
Date

  
John Burwell  
Director  
Forestry Services Division

6/11/09  
Date

  
Norman Wagoner  
Forest Supervisor  
Ouachita National Forest

6-1-09  
Date

  
Judith L. Henry  
Forest Supervisor  
Ozark-St. Francis National Forest

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

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

April 13, 2009  
Date

**Job Code: WFPR0909**