COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

Between
the

UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
Ouachita National Forest, Ozark-St. Francis National Forest
(Region 8, and DUNS No. **929332484**
and the
STATE OF ARKANSAS
Arkansas Forestry Commission
DUNS No. **096794883**
09-FI-11080900-001
OPERATING PLAN FY-2013

PREAMBLE

This operating plan is prepared pursuant to the Cooperative Wildland Fire Management and Stafford Act Response Agreement between the, **UNITED STATES DEPARTMENT OF AGRICULTURE FOREST SERVICE,** Ouachita and Ozark-St. Francis National Forest (the USFS), and the **STATE OF ARKANSAS**, Arkansas Forestry Commission (AFC) signed and dated July 30, 2009.

Upon execution, this Operating Plan supersedes the following:

> **COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT, OPERATING PLAN** (FS # 09-FI-11080900-001), signed and dated April 12, 2012, as amended by Annual Action Plan and/or Annual Operating Plan or other modification to that agreement.

INTERAGENCY COOPERATION

Interagency Dispatch Centers: In Arkansas, the Arkansas-Oklahoma Interagency Coordination Center (AOICC) is the interagency dispatch center of record. All staffing, funding, and level of participation is the responsibility of the USFS and AFC bears no further responsibility for this facility although AFC employees may detail into work assignments at AOICC as dictated by AOICC need and availability of AFC personnel. State resources are dispatched through the Arkansas Forestry Commission Dispatch Center located at Malvern, AR.

Interagency Resources: The Arkansas Forestry Commission (AFC) is responsible for suppression activities on all state and private lands in the state of Arkansas. For suppression activities, the USFS will independently act only on those fires on USFS lands or where USFS lands are threatened by fires on state and private lands unless AFC requests assistance under provisions of existing agreement(s) between the USFS and AFC. Likewise, AFC will independently act on state and private jurisdictional lands or on USFS lands when fires on those lands threaten state and private land, resources, and real property unless assistance is requested by the USFS.

PREPAREDNESS

Protection Planning: In the event that protection planning is deemed necessary, such planning will be conducted by and between the agencies to this agreement where jurisdictional boundaries necessitate joint participation in protection planning. Agreement changes that occur as a result of these actions will be addressed in the annual operating plan.

Protection Areas and Boundaries: Protection areas vary according to the circumstances of each individual

wildfire event. USFS actions will be (generally) limited to those wildfires that either threaten or are located on USFS jurisdictional areas unless a request for assistance on state and private lands is made to the USFS by AFC. Likewise, AFC actions are (generally) limited to state and private jurisdictional lands unless a request for assistance on USFS lands is made by USFS to AFC, except as defined under the **Reciprocal Fire Assistance** clause given below.

Reciprocal Fire Assistance: Generally, the closest available resources will initiate suppression action on any wildfire on reciprocally protected lands regardless of land ownership. The reciprocal area is identified on a case by case basis but, is generally defined by a one mile buffer each side of Federal ownership boundaries during routine actions. The Protecting Agency will not be required to reimburse the Supporting Agencies for its costs of fire suppression within the reciprocal area, with the exception of air operations. Conditions and circumstances during any particular initial attack may dictate expansion of the stated reciprocal fire assistance area particularly when issues of life, property, simultaneous resource commitments, and/or extreme fire behavior become an emergency consideration.

For wildfires located outside of the generally defined one-mile reciprocal area, agencies may provide assistance upon request of the Protecting Agency. The USFS will not bill the State, or vise versa, for the first 48 hours, unless agreed to in writing, with the exception of air operations. The length of the non-reimbursable mutual aid period should not exceed 48 hours as it applies outside of the reciprocal (mutual) aid area.

Acquisition of Services: The Agencies to this Agreement agree to cooperate in the development and implementation of prescribed fires, whose primary intent is to enhance wildlife habitat, restore and sustain forest and woodland communities and reduce fire hazards. Both agencies within this Agreement may provide assistance to the other Agency as requested and agreed to for the purposes of performing prescribed fire work. This work is conducted at no expense to either Agency insofar salaries, travel, supplies, equipment use, indirect cost, project total, estimated reimbursement, and job code to be charged except as noted below:

1. Aircraft used for ignition – All aircraft to be used for ignition will be under contract to the USFS or other federal land management agency. Aircraft will be staffed by USFS or other agency employees who carry appropriate qualifications to perform these duties under either FSH 5109.17 or Interagency (NIIMS) Wildland Fire Qualification System Guide PMS 310-1.

2. Aircraft costs for flight time and staff including support module will be considered to be reimbursable to the USFS as follows:

   a.) In joint projects that include lands of both Agencies to this agreement, flight time and staff costs for project implementation will be pro-rated on an area-treated basis such that the percentage of the area burned that is performed on AFC lands is reimbursable to the USFS. In projects where the USFS is the primary beneficiary of project inclusion of state and private lands, and ignition is simplified by that inclusion, reimbursement to the USFS by AFC is waived.

   b.) For projects where AFC requests aircraft for burning AFC lands only (statewide), AFC will reimburse the USFS for all flight time and staff, including support module for the entire project-associated aircraft costs including ferry to and from project , onsite flight time and support module.

3. AFC 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 USFS will submit a bill for the actual cost of those items to:

   Arkansas Forestry Commission
   3821 Roosevelt Road
   Little Rock, AR 72204

Joint Projects and Project Plans: Joint project plans will conform to the current issues of the Interagency

Prescribed Fire Planning and Implementation Procedures Guide, the Region 8 Smoke Management Guide, and the Region 8 Supplement to Forest Service Manual 5140. Projects performed exclusively on AFC lands will be covered by project plans specific to AFC although aircraft ordered for project implementation as described above will be managed and staffed according to current issues of Forest Service Manual 5700, Forest Service Handbook 5709.16, and the Interagency Helicopter Operations Guide and as dictated by availability from the USFS to the AFC.

Fire Prevention Policies: The USFS and AFC agree to cooperate in the development and implementation of fire prevention programs. Unit Administrators will assure that fire prevention goals and activities are planned at local levels and are addressed in annual operating plans. Specific fire prevention plans should be developed by local interagency fire management personnel. The USFS and AFC may pool resources and share costs. Unit Administrators are encouraged to participate in local fire prevention cooperatives, organizations, or groups, where applicable. .

Public Use Restrictions: 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.

Burning Permit Procedures: There is no burning permit requirement for prescribe burns conducted in Arkansas.

Prescribed Fire and Fuels Management: Notification processes shall conform to local policies that govern prescribed burning operations for each agency.

Smoke Management: On joint projects smoke management planning and implementation will conform to both the current issues of the USFS, Region 8 Smoke Management Guide and Arkansas Smoke Management Plan. Those projects performed exclusively on AFC jurisdictional lands will conform to the Arkansas Smoke Management Plan and other applicable AFC policy.

OPERATIONS

Fire Notifications: 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 District Office. 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 District Ranger offices located throughout the state of Arkansas.

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Boundary Line Fires: Boundary line fires will be the initial attack responsibility of the PROTECTING PARTY(S) on either side of the boundary. Neither party will assume the other is aware of the fire, or is taking action. The officer-in-charge who arrives first at the fire will act as Incident Commander. When both parties have arrived, the designation of the Incident Commander will be mutually agreed by ranking members of each agency and announced to dispatching offices of each agency.

Independent Action on Lands Protected by Another Agency: Generally, here are no special land management considerations that affect independent action during initial attack. However, areas having special designation as wilderness or other resource issues on federal lands that are associated with suppression activities will be identified at the Unit Administrator level of each agency.

Land Management Considerations: Areas having special designation as wilderness or other resource issues on federal lands that are associated with suppression activities will be identified at the Unit Administrator level of each agency as described above.

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Delegation of Authority:

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 overtime; 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 Arkansas Forestry Commission in accordance with Clause VI and EXHIBITS D through G of the COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE 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 VI and EXHIBITS D through G of the COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE 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 VI and EXHIBITS D through G of the COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE 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. The 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 USFS 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 VI and EXHIBITS D through G of the COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE 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 VI and EXHIBITS D through G of the COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE 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.

Resource Advisors: Either agency may request natural resource advisors for suppression actions dictated by the

location and circumstances associated with a particular suppression action. The need for reimbursement for will be determined when the request is made.

USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

Training: There are no training needs, schedules, billing arrangements, or agreed to sharing of resources. Refer to Clause 18 (Joint Projects and Project Plans) regarding needed project plans. Employees of each agency signatory to this agreement may participate as student and/or instructor in training courses and exercises hosted by the other agency on a non-reimbursable basis.

Communication Systems: 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.

Fire Weather Systems: There is no specified maintenance, use and management of fire weather systems associated with this agreement. Each agency signatory to this agreement is allowed to collect public weather data from sources that are owned, maintained and operated by the other agency.

Aviation Operations: There are no identified and documented local aviation agreements other than that discussed under **Acquisition of Services and Delegation of Authority; clauses 12 through 15** above.

Financial Plan: There is no financial plan associated with this operating plan other than that given under **Acquisition of Services and Delegation of Authority** above.

Billing Procedures:

Fire Suppression Billings: There are no specific jurisdictional units, other than identified in the AOICC Mobilization Guide. Provide as a minimum on each invoice/bill:

- Cooperator name, address, phone number, and agency financial contact,
- Invoice or bill number
- Agreement number
- Incident name and number
- Dates of the incident covered by the billing,
- Location and jurisdictional unit
- Appropriate incident number (State code or Forest Service P-code/override)
- Summary cost data for the amount being billed. Use incident generated cost information or standard generated cost reports generated by the Agency to support the billing whenever possible.

Generally cost source documents will not be required unless summary cost data is disputed or another agency requires source documents (i.e. FEMA). Summary cost data will include, but not be limited to, a list of personnel expenses including base, overtime and travel and a listing by vendor name and amount spent for supplies and services procured. If available, also include a list of resource unit numbers or Agency equivalent covered by the billing.

Electronic Funds Transfer (EFT): The state of Arkansas, AFC shall designate a financial institution or an authorized payment agent through which a federal payment may be made in accordance with U.S. Treasury Regulations, Money, and Finance at 31 CFR 208, which requires that federal payments are to be made by EFT to the maximum extent possible. A waiver may be requested and payments received by check by certifying in writing that one of the following situations apply:

1. The payment recipient does not have an account at a financial institution.
2. EFT creates a financial hardship because direct deposit will cost the payment recipient more than receiving the check.
3. The payment recipient has a physical or mental disability, or a geographic, language, or literacy barrier.

In order to receive EFT payments, (the State) shall register in the Central Contractor Registry (CCR) at www.ccr.gov and follow the instructions on line. For assistance, contact the CCR Assistance Center at 888-227-2423 or 269-961-4725.

Fee Basis Protection Billings: *See applicable Exhibit item regarding Reimbursable Billings and Payments* in the **COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT** between USFS and AFC.

Billing addresses:

Bills submitted by the USFS to AFC for payment shall be mailed to:

Arkansas Forestry Commission
3821 Roosevelt Road
Little Rock, AR 72204

Bills submitted by the AFC to the USFS for payment shall be mailed to:

U. S. Forest Service
P. O. Box 1270
Hot Springs, AR 71902
Attn: Fire Management (or) Diane Lowder

Third Party Cost Recovery: It is mutually agreed that the Agencies to this Agreement shall each be responsible for their own losses arising out of the performance of this Agreement and each Agency hereby waives any claim against the other Agency for any loss, damage, personal injury, or death of the Agency, or its employees or agents, occurring as a consequence of the performance of this Agreement; provided, this provision shall not relieve any Agency from responsibility for claims of third parties for losses for which the Agency is otherwise legally liable. Third party claims will be processed by the protecting agency.

SIGNATURES

IN WITNESS WHEREOF, the Agencies hereto have executed this Cooperative Wildland Fire Management Agreement, Operating Plan as of the last date written below.

USDA FOREST SERVICE
Ouachita National Forest

Norman Wagoner
Forest Supervisor – Ouachita National Forest
Date: 22 Feb 13

STATE OF ARKANSAS,
Arkansas Forestry Commission

Joe S. Fox
Director
Date: 12-5-12

Diane Lowder
Budget Officer
Date: 2/13/13

USDA FOREST SERVICE
Ozark-St. Francis National Forest

Judith Henry
Forest Supervisor – Ozark, St. Francis National Forest
Date:

Michael R. Harper
Agreements Coordinator
Date: 11-21-12

Job Code: WFPR0913