

INTERAGENCY AGREEMENT BETWEEN
THE UNITED STATES DEPARTMENT OF AGRICULTURE FOREST SERVICE
NEZ PERCE/CLEARWATER NATIONAL FOREST, NORTH FORK RANGER
DISTRICT.
AND
UNITED STATES ARMY CORPS OF ENGINEERS, WALLA WALLA DISTRICT

ARTICLE I

PURPOSE AND AUTHORITY:

This Interagency Agreement (IA) is entered into by and between the United States Army Corps of Engineers, Walla Walla District (CENWW) and the United States Department of Agriculture, Forest Service, Nez Perce/Clearwater National Forest, North Fork Ranger District (USFS-CWF) for the purpose of establishing a mutual framework governing the respective responsibilities of the parties relating to the execution of prescribed burning conducted on Corps lands (see Article II, Scope of Work). This IA is entered into pursuant to the Economy in Government Act, 31 U.S.C. 1535, which authorizes agencies to enter into mutual agreements to obtain supplies or services by interagency acquisition if:

- (a) Funds are available;
- (b) The ordering agency determines the order is in the best interest of the United States Government;
- (c) The ordering agency determines ordered goods or services cannot be provided by contract as conveniently or cheaply by a private source (payments must be made on the basis of the actual cost of goods or services provided); and
- (d) The agency to fill the order is able to provide or acquire through a contract the goods or services ordered.

CENWW is the ordering agency and USFS-CWF is the servicing agency

CENWW's programmatic legal authority to fund such good/services is pursuant to the Flood Control Act of 1962, P.L. 87-874 (October 23, 1962).

ARTICLE II

SCOPE OF WORK:

- A) The CENWW wishes to procure, from the USFS-CWF, the following goods and/or services:
 - 1) Burn plan development for four burn units within the Elk Creek Meadows (ECM) area (burn units 1, 2, 4 & 8 – See Exhibit 1 for burn objectives and Exhibit 2 for burn maps):
 - (a) Conduct field investigations of burn units.
 - (b) Create draft burn plans for each burn unit and submit to CENWW point of contact (POC).

- (c) Work in cooperation with the CENWW POC to create final draft burn plans.
 - (d) Provide the final burn plans as deliverable products to the CENWW POC no later than 15 days following the approval of this IA.
 - (e) Each burn plan shall have the following:
 - (i) A detailed description of the treatment area
 - (ii) A detailed description of the fire prescription (including; burn season, burn type, ignition plan, desired range of environmental conditions, and anticipated fire behavior)
 - (iii) A fire control plan, including information on required firelines, personnel, and equipment; and
 - (iv) A narrative describing how the burn prescriptions are designed to meet the burn objectives.
- 2) Furnish all personnel and equipment to construct fire lines for the four burn units listed above as per the final burn plans. All firelines will be completed prior to burning.
- (a) Hand Lines: Firelines constructed by hand shall be cleared of trees (6" dbh or less), shrubs, limbs, slash, and large litter to a width of ten feet and a height of eight feet. The width shall be measured parallel with the ground (slope distance). The height shall be measured from the side of the line away from the unit. All slash created shall be scattered within the burn unit if possible. A strip at least 18" wide, to a maximum of 36 inches wide and on the outer edge of the cleared area shall be cleared to mineral soil.
 - (b) Machine Lines: Firelines constructed by a machine shall be cleared of trees (6" dbh or less), shrubs, limbs, slash, and large litter to a minimum width of eight feet and a height of eight feet. The width shall be measured parallel with the ground (slope distance). The height shall be measured from the side of the line away from the unit. All slash created shall be scattered within the burn unit if possible. A strip at least eight foot wide to a maximum of thirteen feet wide and centered within the cleared area shall be cleared to mineral soil.
- 3) Furnish all personnel, equipment, and administration to conduct the prescribed burns as per the final burn plans. Prescribed burning will include ignition, control, patrol and close-out work. Further the USFS-CWF will follow the procedures identified in Exhibit 3 "Burn Process".
- (a) Fire Ignition and Control. Ignition involves the direct igniting of fuels, using a variety of lighting equipment. The type of ignition will be identified in the final burn plan. Fire control shall include monitoring the fire, maintaining firelines, and extinguishing any fires outside of the burn unit boundary for a 24-hour period. The USFS-CWF shall utilize all available on-site resources necessary to immediately extinguish any fire burning outside of the prescribed burn area. In the event that an escaped fire grows beyond the capabilities of the on-site resources assigned to that broadcast burn the USFS-CWF shall immediately report the incident to the required dispatch center. Fire Patrol. The USFS-CWF shall patrol the burn unit until the unit is deemed safe from escaped fire. Each prescribed burn shall be actively monitored for a minimum of three days after final ignition. If fire behavior or weather conditions warrant, additional monitoring time may be requested by the USFS-CWF. Patrol shall include visual inspection of all sites where burning was performed and actions to prevent fire escape outside the unit boundary. The USFS-CWF shall take immediately take actions to extinguish and control any slop over and/or spot fires outside the primary unit

boundaries. If the USFS-CWF is unable to contain or control slop over or spot fires with patrol resources, the USFS-CWF shall immediately report the fire to the required dispatch center and the CENWW POC.

(b) Close-Out Work. The Contractor shall conduct any fire unit close-out work identified in the burn objectives.

4) Furnish all personnel, equipment, and administration to conduct any burn unit close-out work as identified in the burn objectives (e.g. water bars and grass seeding).

B) The CENWW will provide the following support to the USFS-CWF:

1) Provide a Wildlife Biologist to collaborate in the creation of the final burn plans and to coordinate the prescribed burn execution.

2) Provide GIS and mapping support for the burn plans.

3) The CENWW will provide all necessary ribbon (flagging) and grass seed.

C) **Cost Analysis**

1) The following is a cost analysis of the agreed estimated expenditures for Calendar Year 2012:

Line Item	Unit	Unit Cost	Quantity	Total Cost ¹
Burn Plan Development	Labor/day	\$237.00	5 days	\$1,185.00
Handline Construction	10man crew/day	\$2321.00	5 days	\$11,605.00
Machine line Construction	Dozer/day	\$378.88	3 days	\$1,136.64
	Operator/day	\$255.92	3 days	\$767.76
	Lowboy/day	\$614.32	3 days	\$1,842.96
Prescribed Burning (Drip Torch Fuel)	Gallon	\$4.00	50 Gallons	\$200.00
Prescribed Burning (Ignition, Control, Patrol, Mop-up & Close out)	Rx Burn/Acre	\$325.82	160 Acres	\$52,131.20
Vehicles	Ave. Rate/Mile	\$.925	800 Miles	\$740.00
			TOTAL	\$69,608.56

2) All associated costs shown in the above table represent the total USFS-CWF recoverable costs estimated for 2012. However, only actual costs will be recovered by the USFS-CNF. Actual costs include: all labor, travel, equipment, and vehicle costs associated with services described in Section II. A.

ARTICLE III

INTERAGENCY COMMUNICATIONS:

To provide for consistent and effective communications the parties have appointed representatives to discuss and consider activities that may be pursued under this IA. The parties' representatives are as follows:

<u>CENWW Project Contact</u> Russ Davis Wildlife Biologist Dworshak Dam and Reservoir P.O. Box 48 Ahsahka, Idaho 83520 Phone: (208) 476-1203 Fax: (208) 476-1219 E-Mail: russell.l.davis@usace.army.mil	<u>USFS-CWF Project Contact</u> Mike Lubke Fire Management Office North Fork Ranger District 12730B Highway 12 Orofino, ID 83544 Phone: (208) 476-4541 Fax: 208 476-8329 E-Mail: mlubke@fs.fed.us
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ARTICLE IV

RESPONSIBILITIES OF THE PARTIES:

Nothing in this IA is intended to affect other arrangements between the parties.

A. Responsibilities of USFS-CWF

1. USFS-CWF will provide CENWW with goods or services in accordance with the purpose, terms, conditions, of this IA.
2. Cost estimates: The USFS-CWF has provided a cost analysis (Article C.3.1 above), which includes estimates for all direct costs, indirect costs, and any service charges.
3. Contract Documents: USFS-CWF shall identify and explain any third party contracts task orders and/or modifications to existing contracts required for implementation of an IA prior to their issuance.
4. Acknowledgement: The USFS-CWF hereby acknowledges the CENWW does not have authority to issue grants or funds via grant agreements directly or through use of the other federal agencies via the Economy Act. Therefore, USFS-CWF hereby agrees CENWW funds will not be utilized directly or indirectly in support of any grant or cooperative agreement administered by USFS-CWF. The USFS-CWF further warrants any CENWW funds transferred to a third party will be obligated in accordance with the Competition In Contracting Act (41 U.S.C. 253).

B. Responsibilities of CENWW

1. CENWW shall pay all costs associated with USFS-CWF's provision of goods and services under this IA at each billing cycle upon receipt of the automated Standard Form (SF) 1081, Detailed Billing Report that identifies costs.
2. If USFS-CWF will be contracting out certain items under this IA, CENWW will ensure that this IA conforms to the requirements of FAR subpart 7.3 (Contractor v. Government

Performance). USFS-CWF will provide the assistance necessary to comply with conditions or limitations applicable to the funds provided by CENWW, including special terms and conditions that must be included in any agreement between the USFS-CWF and a contractor.

3. In accordance with Secretary of Defense Memorandum (Oct 29, 2004), the Assistant Secretary of the Army for Acquisition Logistics and Technology (ASAALT) Memorandum on the Proper Use of Non-DoD Contracts (July 12, 2005), and Section 854 of the National Defense Authorization Act (Public Law 108-375), additional CENWW review and approval is required for all work that requires the use of non-DOD contracts. The intent of this guidance is to ensure the use of non-DOD contracts does not circumvent the conditions and limitations of these funds. The CENWW will prepare the justification for approval and the USFS-CWF will provide the appropriate documentation, as necessary, to assist CENWW's review.
4. For all assisted acquisitions over the simplified acquisition threshold (\$150,000), the USFS-CWF will provide CENWW with information on its existing or future contracts so CENWW can ensure the services/supplies requested in the IA are within the scope of the non-DOD contract being utilized.
5. The CENWW is required to provide an annual report to DOD on service charges for assisted acquisition of services and supplies for amounts greater than the simplified acquisition threshold. The USFS-CWF will assist the CENWW in preparing the annual report by providing documentation on service charges for assisted acquisitions under this IA, thirty days following the close out of this IA.

ARTICLE V

PAYMENT AND FUNDING:

A. Payment: CENWW shall pay all costs associated with USFS-CWF's provision of goods and services under this IA. The maximum total estimated cost liability to the CENWW for this agreement is \$69,608.56. Services/supplies under this IA are paid on a reimbursable basis at the end of each billing cycle. USFS-CWF shall use the Intragovernmental Payment and Collection System (IPAC) to bill CENWW quarterly for costs incurred using the automated Standard Form (SF) 1081, Detailed Billing Report that identifies costs and credits. USFS-CWF will send a cost report (monthly break down of the costs of actual operations and reporting on factors separately with at least a paragraph of explanation) and accruals to the CENWW representative for each IA by the 20th of each month for work performed during the previous month and an estimated of the work to be completed by the close of the current month. CENWW shall reimburse USFS-CWF within 30 days of receipt of a proper SF 1081.

B. Funding: The IPAC billing document which the USFS-CWF prepares must contain the following information:

USFS-CWF Information

Treasury Symbol: 12X1115

DUNS/BPN: 92-9332484

EIN: 720564834

ALC: 12-40-1100

OMB Max Code:

Budget Object Code: 0250

BETC: COLL

Document Agreement #: 12-1A-11010500-27

CENWW Information:

Treasury Symbol: 96X3123

DUNS/BPN: 190639468

EIN: 91-0828090

Date Funds Expire: *varied date*

OMB Max Code: 202-00

Budget Object Code:

BETC: DISB

1. A DD Form 448-2 will be provided to show acceptance of the Economy Act Order. CENWW shall provide the necessary funds by providing USFS-CWF an executed and signed DD Form 448-2 (MIPR) which will contain an assigned fund citation. Receipt of the MIPR shall constitute receipt of a valid order for reimbursable services under this IA. USFS-CWF shall prepare and return to CENWW a DD Form 448-2 to verify acceptance of the tasking and funding required. If the actual cost to USFS-CWF is forecast to exceed the amount of funds available, the CENWW shall either provide the additional funds to the USFS-CWF within thirty (30) calendar days thereafter, or require the scope of the assistance be limited to that which can be financed by the available funds, or CENWW will direct termination of the remaining work under this IA pursuant to Article XIV. If additional funds are provided to the USFS-CWF or the scope of work is narrowed, the parties shall amend the agreement accordingly

2. USFS-CWF will achieve full cost recovery for the goods and services it provides. The USFS-CWF will utilize the funds issued by CENWW to cover all USFS-CWF expenses including, but not limited to, equipment, salaries, travel, per diem, administrative overhead, and indirect costs pursuant to this IA. Labor costs shall be identified separate and distinct from other USFS-CWF administrative costs. Established USFS-CWF accounting procedures will be used for establishing and identifying both labor and administrative costs.

3. Within 90 days of completing the work under this IA, or termination of this IA, USFS-CWF shall conduct a final accounting to determine the actual costs of the work. Within 30 days of completion of this accounting, USFS-CWF shall return to CENWW any funds advanced in excess of the actual costs as then known, or CENWW shall provide any additional funds necessary to cover the actual costs as then known. Such an accounting shall in no way limit CENWW's duty in accordance with Article VII to pay for any costs, such as contract claims or other liability, which may become known after final accounting.

4. Performance by the USFS-CWF or its contractor shall continue until one or more of the following conditions are met:

a) Completion of the task/project as defined in the scope of work, and within the stated performance period; or

b) Termination of the IA by USFS-CWF or CENWW pursuant to Article XVI.

ARTICLE VI
APPLICABLE LAWS:

This IA and all documents and actions pursuant to it shall be governed by the applicable statutes, regulations, directives, and procedures of the United States. Unless otherwise required by law, all contract work undertaken by USFS-CWF shall be governed by USFS-CWF's policies and procedures.

ARTICLE VII
CONTRACT CLAIMS AND DISPUTES:

All claims and disputes by contractors arising under or relating to contracts awarded under this IA shall be resolved in accordance with Federal law and the terms of the individual contract. USFS-CWF shall have dispute resolution authority for these claims and actions. Any contracting officer's decision may be appealed by the contractor to the extent provided by the Contract Disputes Act of 1978 (41 U.S.C. §§601-613).

USFS-CWF and its cognizant counsel shall be responsible for handling all litigation involving contract disputes and appeals, and for coordinating with the Department of Justice, as appropriate. USFS-CWF shall notify CENWW of any such litigation and afford CENWW an opportunity to review and comment on the litigation proceedings and any resulting settlement negotiations, as appropriate.

ARTICLE VIII
RESPONSIBILITY FOR COSTS:

A. If liability of any kind is imposed on the United States relating to USFS-CWF's provision of goods or services under this IA, USFS-CWF will accept accountability for its actions, but the CENWW shall remain responsible as the program proponent for providing such funds as are necessary to discharge the liability and all related costs. This obligation extends to all funds legally available to discharge this liability, including funds that may be made legally available through transfer, reprogramming, or other means. Should CENWW have insufficient funds legally available, including funds that may be made legally through transfer, reprogramming or other means, it remains responsible for seeking additional funds from Congress for such purposes, although nothing in this IA shall be construed to imply that Congress will appropriate funds sufficient to meet the liability.

B. Notwithstanding the above, this IA does not confer any liability upon CENWW for claims payable by the USFS-CWF under the Federal Torts Claims Act. Nothing in this IA is intended or will be construed to create any rights or remedies for any third party, and no third party is intended to be a beneficiary of this IA.

ARTICLE IX
RECORDS AND REPORTS:

USFS-CWF shall establish and maintain records and receipts of the expenditure of all funds provided by CENWW. Cost reports, accruals, invoices and records shall be maintained in sufficient detail and provided to the CENWW on a quarterly basis in order to permit identification of the nature of the expenditures made by the USFS-CWF. The USFS-CWF will provide status reports as identified in this IA.

ARTICLE X
EQUIPMENT:

All non-expendable personal property purchased under the direction of the CENWW (specialized equipment determined by CENWW to be necessary and is required to accomplish the work identified in this IA) by USFS-CWF and through obligation of CENWW, shall remain the property of CENWW. Until the completion of this IA, identified property will be tracked and inventoried by USFS-CWF under their inventory system and by the laws and regulations to which USFS-CWF is bound.

A copy of procurement documents (invoices) ordering such items will be sent to the CENWW representative. Following receipt of the invoice the CENWW will send USFS-CWF a bar code identification sticker for that equipment. This bar code identifies the equipment as property of CENWW and it shall be placed on the equipment as soon as possible. The USFS-CWF shall be responsible for non-expendable property. Non-expendable property lost, damaged or destroyed by means other than reasonable wear and tear, prior to the completion of the IA, may be required to be replaced by USFS-CWF, or reimbursement of the fair market value may be paid to CENWW. The USFS-CWF shall immediately notify the CENWW representative who, in turn, will contact the Logistics Management Office in the event of lost, damaged or destroyed property. The CENWW will advise the USFS-CWF on property disposition after accountability processes are complete.

In addition, non-expendable property owned and furnished by CENWW may be loaned to USFS-CWF through use of an official COE sub hand-receipt document for accomplishment of this IA and the same conditions apply as stated in the preceding paragraph.

ARTICLE XI
DISPUTE RESOLUTION:

The parties agree that, in the event of a dispute between the parties, CENWW and USFS-CWF shall use their best efforts to resolve that dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution. Should disagreement arise on the interpretation of the provisions in this agreement, the dispute shall be resolved pursuant to the Business Rules for Intragovernmental Transactions delineated in the Treasury Financial Manual, Vol. 1, Bulletin 2011-04, Section VII (Resolving Intragovernmental Disputes and Major Differences).

ARTICLE XII
PUBLIC INFORMATION:

Justification and explanation of CENWW programs before Congress and the Executive Branch shall be the responsibility of CENWW. The USFS-CWF may assist CENWW in responding to Congressional and Executive Branch inquiries by preparing and furnishing CENWW draft responses for review and final disposition. The USFS-CWF further agrees to provide all information required to support contacts with Congress and the Executive Branch.

CENWW will retain all responsibility for CENWW public announcements. Prior to issuing public announcements pertaining to services related to this IA, CENWW shall coordinate with USFS-CWF. Any public announcements or response to any inquiries relating to any work performed under the terms of this IA will be coordinated and agreed upon by both parties.

ARTICLE XIII
CONFIDENTIALITY:

To the extent permitted by the law governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XIV
EFFECTIVE DATE:

- This IA shall become effective when signed by both USFS-CWF and CENWW and ends *1 December 2013*. It may be amended at any time by mutual written consent of the parties.

ARTICLE XV
MODIFICATIONS:

Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The Corps is not obligated to fund any changes not properly approved in advance.

ARTICLE XVI
TERMINATION:

This IA may be terminated upon 30 calendar day written notice by either party. If this agreement is cancelled, any implementing contract/order may also be cancelled. If the IA is terminated, the agencies shall agree to the terms of the termination, including costs attributable to each party and the disposition of the awarded and pending actions. If the Servicing Agency incurs costs due to the Requesting Agency's failure to give the requisite notice of its intent to terminate the IA, the Requesting Agency shall pay any actual costs incurred by the Servicing Agency as a result of the delay in notification, provided such costs are directly attributable to the failure to give notice.

ARTICLE XVII

CONTACTS *Note: This section may be placed on the MIPR as long as information is updated/current*

The contacts of each party to this agreement are: [NOTE: include both administrative and technical points of contact.]

<u>CENWW Budget and Billing Contact</u> Shelly West Administrative Officer Dworshak Dam and Reservoir P.O. Box 48 Ahsahka, Idaho 83520 Phone: (208) 476-1254 Fax: (208) 476-1262 E-Mail: Shely.J.West@usace.army.mil	<u>USFS-CWF Budget and Billing Contact</u> USDA Forest Service Albuquerque Service Center 101b Sun Avenue NE Albuquerque, NM 87019 Phone: 877-372-7248 Fax: 877-687-4894 E-Mail: asc_raca@fs.fed.us
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The parties agree that if there is a change regarding the information in this section, the party making the change will notify the other party in writing of such change.



Rick Brazell
Forest Supervisor
Nez Perce and Clearwater National Forests

10-19-12

Date



LTC Andrew Kelly
Lieutenant Colonel, U.S. Army Corps of Engineers
Commander, Walla Walla District
Walla Walla District Headquarters
201 North Third Avenue
Walla Walla, WA. 99362-1876
(509) 527-7700

11 October 2012

Date

Attachments

Burn Objectives

Burn Maps

Burn Process

MIPR(s): _____

Determination & Finding

EXHIBIT 1
2012 Elk Creek Meadows Burn Objectives

UNIT NAME	ACRES	ASPECT	% SLOPE	EXECUTION	
				YEAR	SEASON
Elk Creek Meadows-Burn Block 1	52	SE	0-50% (Ave. 20%)	2012	Fall
<p>PURPOSE: Ecological Restoration: 1) To reduce ground fuels 2) To prepare a seedbed for ponderosa pine 3) To increase the amount and availability of winter browse for big game and prepare a seedbed for pine.</p>					
<p>SITE CHARACTERISTICS: This burn unit is generally southeast facing and varies in slope from gentle to moderately steep.</p> <p>- This unit was commercially thinned in the summer /fall of 2010 leaving the dominant and co-dominate fire-tolerant trees, primarily ponderosa pine and Douglas fir.. Logging slash was lopped and scattered and to help facilitate the burn. Also deciduous brush and small conifers were slashed throughout much of the unit in the spring of 2012 to further facilitate burning. Can expect to have a fair amount of 10-100 hour fuels to carry a fire. Fuels consist mostly of logging slash. Litter and duff expected to be moderate.</p>					
<p>STRATEGY: To conduct a prescribed that 1) consumes all ground fuels, ground vegetation (grass, shrubs & herbs), litter, and duff; 2) germinates 100% of the seed source in the ground; and 3) prepares a seedbed for pine regeneration.</p>					
<p>MEASURABLE OBJECTIVES:</p> <ol style="list-style-type: none"> 1) Consume 80% of ground vegetation on all South facing slopes (SE, SW & S). 2) Have 1/4" or less duff remaining on 80% of south facing slopes. 					
<p>POST-TREATMENT OBJECTIVES:</p> <ol style="list-style-type: none"> 1) Construct erosion bars where necc. (roads, trails & firelines). 2) Grass seed roads, trails and firelines. 					
<p>COMMENTS: The burn unit indicated on the map includes a small portion of private land above. In order to effectively and safely execute the prescribed burning on COE land, the burn unit ends at a native road within property owned by Ed Littenmeir. Mr. Littenmeir has agreed to allow the COE to burn through to the road. Only a very narrow strip of Mr. Littenmeir's land will be burned through. Ignition and burn objectives are not required on Mr. Littenmeir's land. The map shows the planned firelines. However, the final type and location of the firelines will be established by the FS and COE after site recon and fuels assessment.</p>					

UNIT NAME	ACRES	ASPECT	% SLOPE	EXECUTION	
				YEAR	SEASON
Elk Creek Meadows-Burn Block 2	54	S - SW	5-80% (Ave. 65%)	2012	Fall
<p>PURPOSE: Ecological Restoration: 1) To reduce ground fuels 2) To prepare a seedbed for ponderosa pine 3) To increase the amount and availability of winter browse for big game and prepare a seedbed for pine.</p>					
<p>SITE CHARACTERISTICS: This burn unit is generally south to southwest facing and varies in slope from moderate to very steep.</p> <p>- Most of this unit was commercially thinned and helicopter yarded in the summer /fall of 2011. A small portion on the eastern edge of the unit was thinned and tractor yarded in 2008. Objectives with both thinnings included leaving the dominant and co-dominate fire-tolerant trees, primarily ponderosa pine and Douglas fir. Logging slash was lopped and scattered and to help facilitate the burn. Also deciduous brush and small conifers were slashed throughout much of the unit in the spring of 2012 to further facilitate burning. Can expect to have a fair amount of 10-100 hour fuels to carry a fire. Fuels consist mostly of logging slash. Litter and duff expected to be moderate.</p>					
<p>STRATEGY: To conduct a prescribed that 1) consumes all ground fuels, ground vegetation (grass, shrubs & herbs), litter, and duff; 2) germinates 100% of the seed source in the ground; and 3) prepares a seedbed for pine regeneration.</p>					
<p>MEASURABLE OBJECTIVES:</p> <ol style="list-style-type: none"> 1) Consume 80% of ground vegetation on all South facing slopes (SE, SW & S). 2) Have 1/4" or less duff remaining on 80% of south facing slopes. 					
<p>POST-TREATMENT OBJECTIVES:</p> <ol style="list-style-type: none"> 1) Construct erosion bars where necc. (roads, trails & firelines). 2) Grass seed roads, trails and firelines. 					
<p>COMMENTS: The burn unit lies below land owned by Potlatch Corporation. They are unwilling to allow any burning on their land. As a result fire lines must be entirely on COE managed land and adequately protect timbered lands upslope of the burn unit. The map shows the planned firelines. However, the final type and location of the firelines will be established by the FS and COE after site recon and fuels assessment.</p>					

UNIT NAME	ACRES	ASPECT	% SLOPE	EXECUTION	
				YEAR	SEASON
Elk Creek Meadows-Burn Block 4	27	SE - SW	0-50% (Ave. 25%)	2012	Fall
<p>PURPOSE: Ecological Restoration: 1) To reduce ground fuels 2) To prepare a seedbed for ponderosa pine 3) To increase the amount and availability of winter browse for big game and prepare a seedbed for pine.</p>					
<p>SITE CHARACTERISTICS: This burn unit is generally southeast to southwest facing and varies in slope from moderate to very steep.</p> <p>- This unit was commercially thinned and cable yarded in the summer /fall of 2010. Objectives were to leave the dominant and co-dominate fire-tolerant trees, primarily ponderosa pine and Douglas fir. Deciduous brush and small conifers were slashed throughout much of the unit in the spring of 2012 to facilitate burning. Can expect to have a fair amount of 10-100 hour fuels to carry a fire. Fuels consist mostly of logging slash. Litter and duff expected to be moderate.</p>					
<p>STRATEGY: To conduct a prescribed that 1) consumes all ground fuels, ground vegetation (grass, shrubs & herbs), litter, and duff; 2) germinates 100% of the seed source in the ground; and 3) prepares a seedbed for pine regeneration.</p>					
<p>MEASURABLE OBJECTIVES:</p> <ol style="list-style-type: none"> 1) Consume 80% of ground vegetation on all South facing slopes (SE, SW & S). 2) Have 1/4" or less duff remaining on 80% of south facing slopes. 					
<p>POST-TREATMENT OBJECTIVES:</p> <ol style="list-style-type: none"> 1) Construct erosion bars where necc. (roads, trails & firelines). 2) Grass seed roads, trails and firelines. 					
<p>COMMENTS: The burn unit lies entirely on COE managed land. The map shows the planned firelines. However, the final type and location of the firelines will be established by the FS and COE after site recon and fuels assessment.</p>					

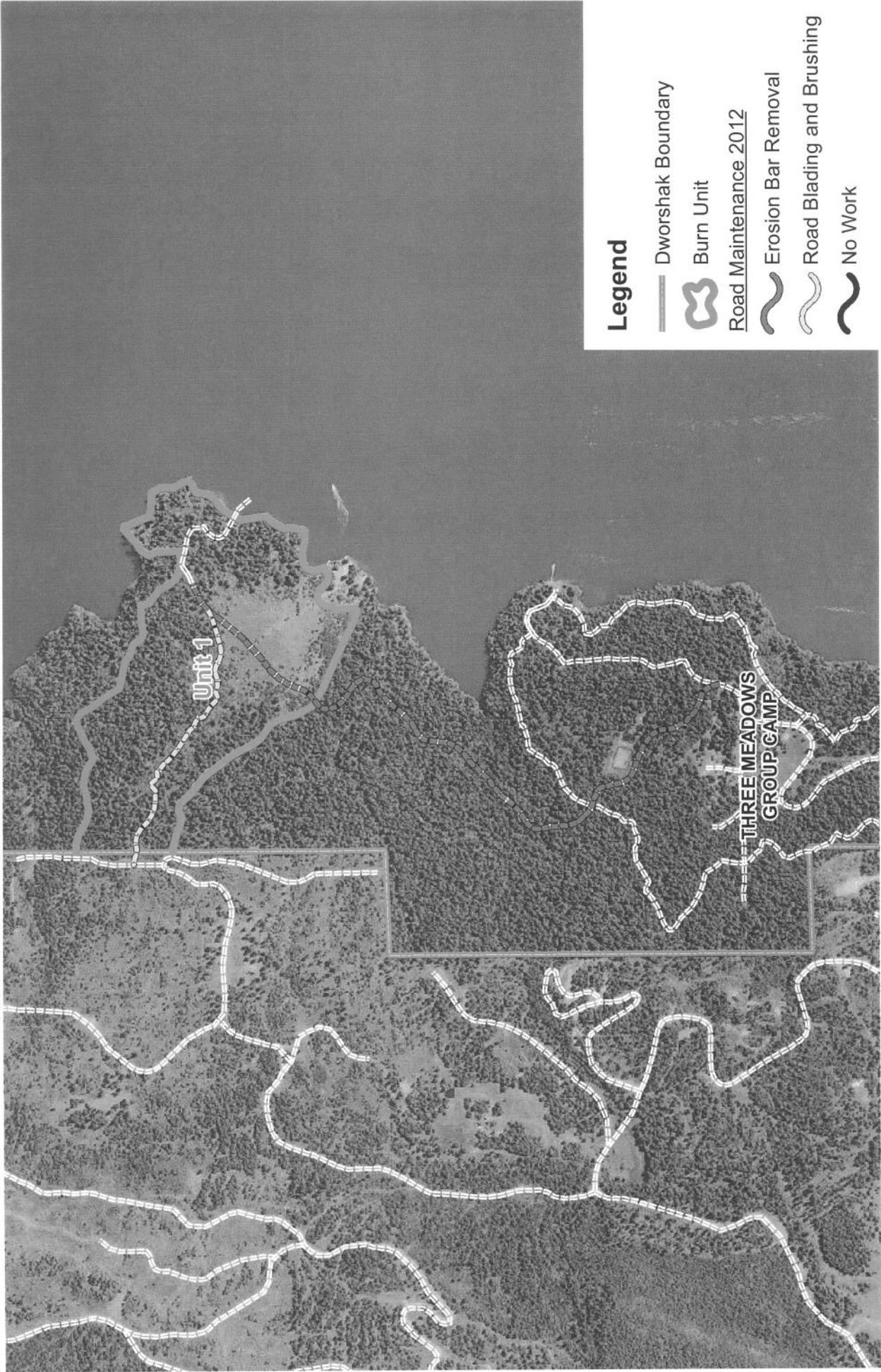
UNIT NAME	ACRES	ASPECT	% SLOPE	EXECUTION	
				YEAR	SEASON
Elk Creek Meadows-Burn Block 8	27	W - SW	5-60% (Ave. 45%)	2012	Fall
<p>PURPOSE: Ecological Restoration: 1) To reduce ground fuels 2) To prepare a seedbed for ponderosa pine 3) To increase the amount and availability of winter browse for big game and prepare a seedbed for pine.</p>					
<p>SITE CHARACTERISTICS: This burn unit is west to southwest facing and varies in slope from moderate to very steep.</p> <p>- Most of this unit was commercially thinned and helicopter yarded in the summer of 2011 leaving the dominant and co-dominate fire-tolerant trees, primarily ponderosa pine and Douglas fir. Deciduous brush and small conifers were slashed throughout much of the unit in the spring of 2012 to facilitate burning. Due to helicopter logging and brush slashing there should be a fair amount of 10-100 hour fuels to carry a fire. Fuels consist mostly of logging slash. Litter and duff expected to be moderate.</p>					
<p>STRATEGY: To conduct a prescribed that 1) consumes all ground fuels, ground vegetation (grass, shrubs & herbs), litter, and duff; 2) germinates 100% of the seed source in the ground; and 3) prepares a seedbed for pine regeneration.</p>					
<p>MEASURABLE OBJECTIVES:</p> <ol style="list-style-type: none"> 1) Consume 80% of ground vegetation on all South facing slopes (SE, SW & S). 2) Have 1/4" or less duff remaining on 80% of south facing slopes. 					
<p>POST-TREATMENT OBJECTIVES:</p> <ol style="list-style-type: none"> 1) Construct erosion bars where necc. (roads, trails & firelines). 2) Grass seed roads, trails and firelines. 					
<p>COMMENTS: The burn unit lies below land owned by Pottlatch Corporation. They are unwilling to allow any burning on their land. As a result fire lines must be entirely on COE managed land and adequately protect timbered lands upslope of the burn unit. The map shows the planned firelines. However, the final type and location of the firelines will be established by the FS and COE after site recon and fuels assessment.</p>					

14 August 2012
Agreement No. 12-IA11010500-27

EXHIBIT 2
2012 Elk Creek Meadows Burn Maps

Elk Creek Meadows Stewardship Project

ROAD WORK FOR ACCESSING BURN UNITS
NOTE: ROAD REHAB WORK TO BE PERFORMED AFTER BURN



Legend

-  Dworshak Boundary
-  Burn Unit
-  Road Maintenance 2012
-  Erosion Bar Removal
-  Road Blading and Brushing
-  No Work



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Coordinates System: UTM Zone 11T
Datum: North American Datum of 1983
Author: Terracon LLC, 9/10/2010



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Elk Creek Meadows Stewardship Project

ROAD WORK FOR ACCESSING BURN UNITS

NOTE: ROAD REHAB WORK TO BE PERFORMED AFTER BURN



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Coordinate System: UTM Zone 11T
Datum: North American Datum of 1983
Author: Dworshak GIS, S. Miller, 4/12/2017



US Army Corps
of Engineers
Walla Walla District

Elk Creek Meadows Stewardship Project

ROAD WORK FOR ACCESSING BURN UNITS

NOTE: ROAD REHAB WORK TO BE PERFORMED AFTER BURN



Legend

- Dworshak Boundary
- Burn Unit
- Road Maintenance 2012
- Erosion Bar Removal
- Road Blading and Brushing
- No Work

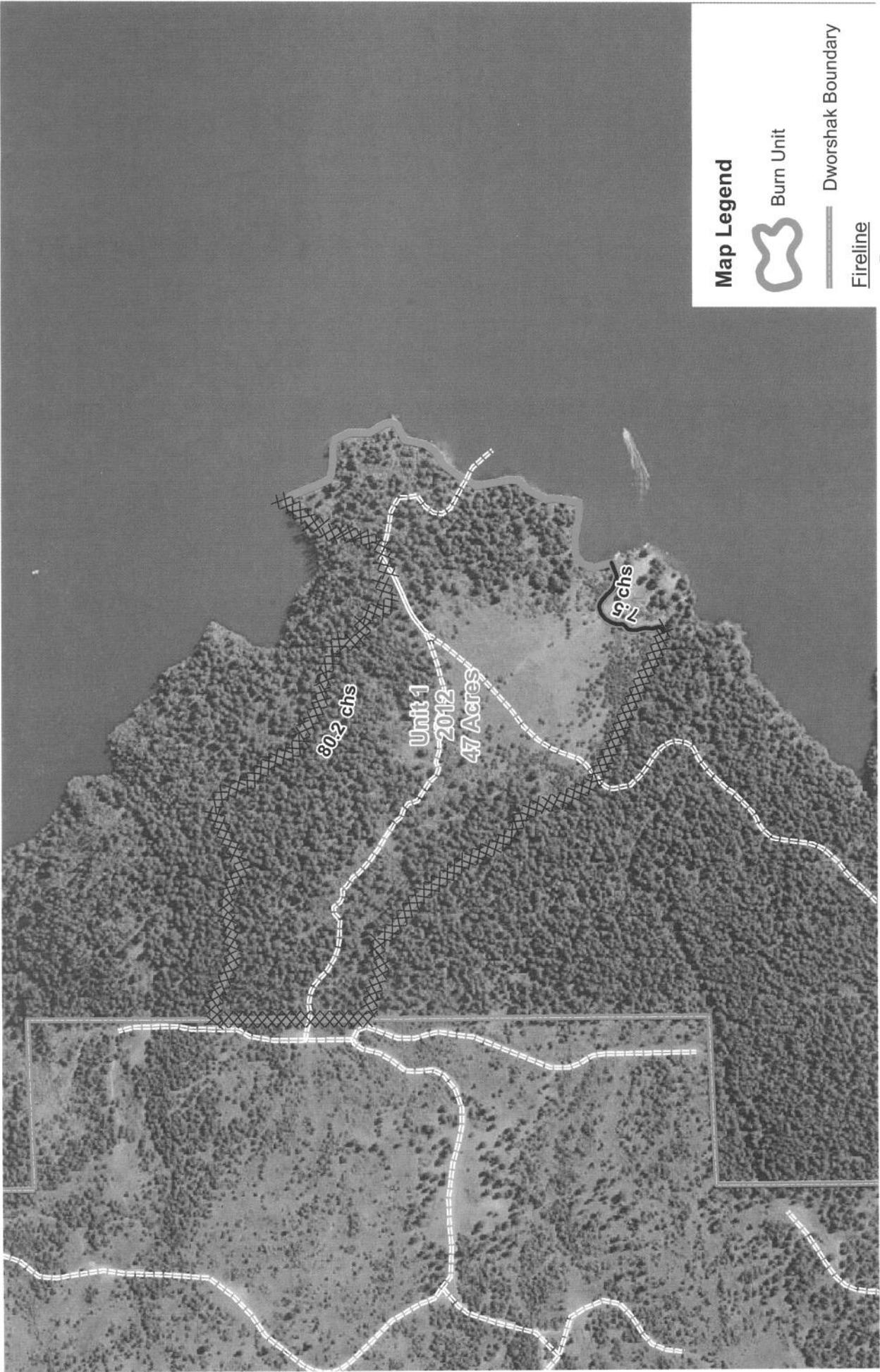


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Elk Creek Meadows Stewardship Project

Burn Unit 1 and Control Line Type



Map Legend



Burn Unit

Dworshak Boundary



Fireline

Hand Line



Dozer Line

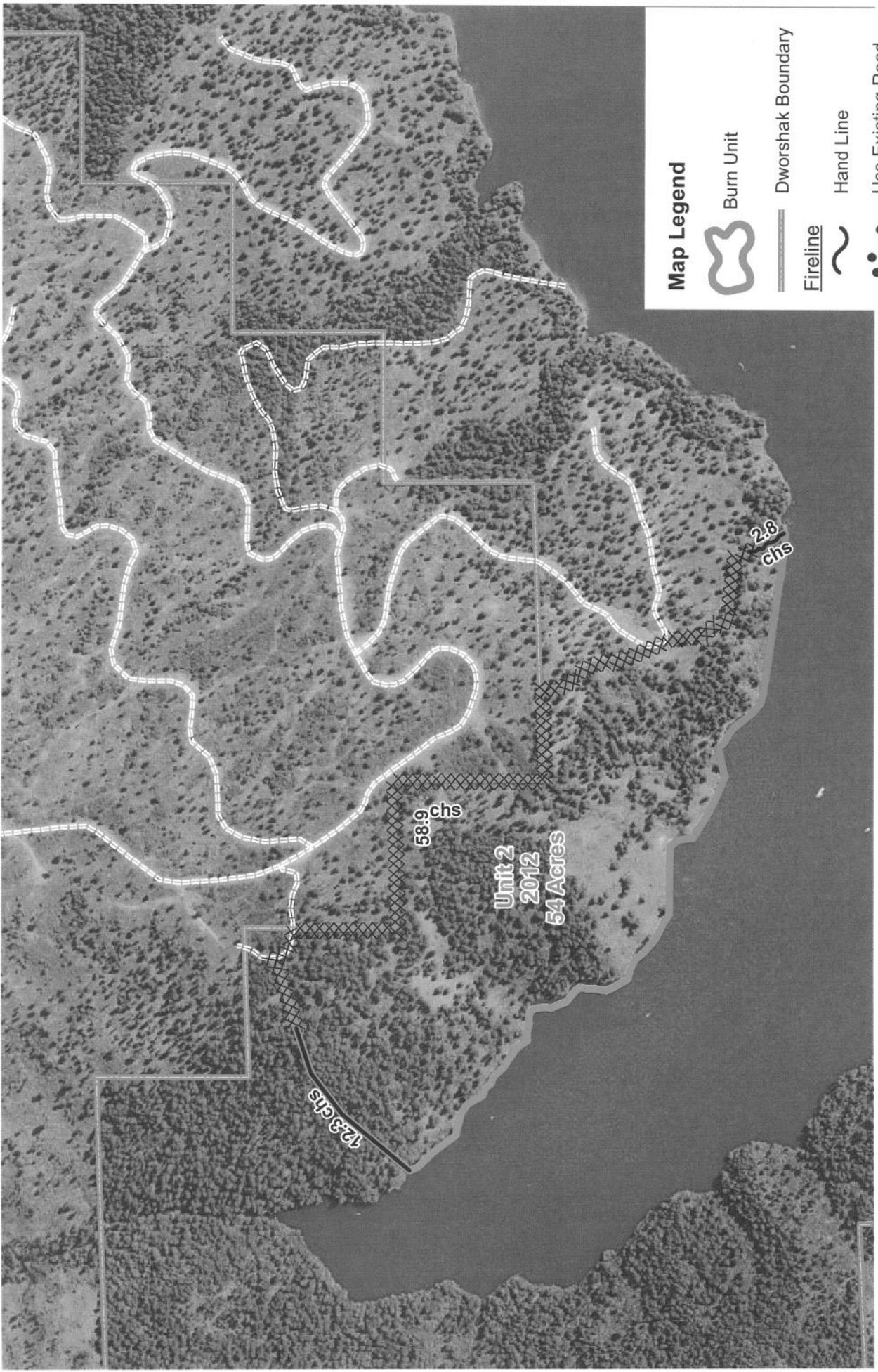


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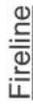
Coordinate System - UTM Zone 11T
Datum - North American Datum of 1983
Author - Cartographa GPS, S. Martin, 6/02/2013

Elk Creek Meadows Stewardship Project

Burn Unit 2 and Control Line Type



Map Legend

-  Burn Unit
-  Dworshak Boundary
-  Hand Line
-  Use Existing Road
-  Dozer Line

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Coordinate System: UTM Zone 11T
Datum: North American Datum of 1983
Author: Dworshak GIS - 5/14/11, installed on 10/20/11. Data provided by Dworshak for Alaska Statewide GIS.



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Elk Creek Meadows Stewardship Project

Burn Unit 4 and Control Line Type



Map Legend

- Burn Unit
- Dworshak Boundary
- Fireline
- Hand Line
- Use Existing Road
- Dozer Line

2,000 Feet

1,000

500

0

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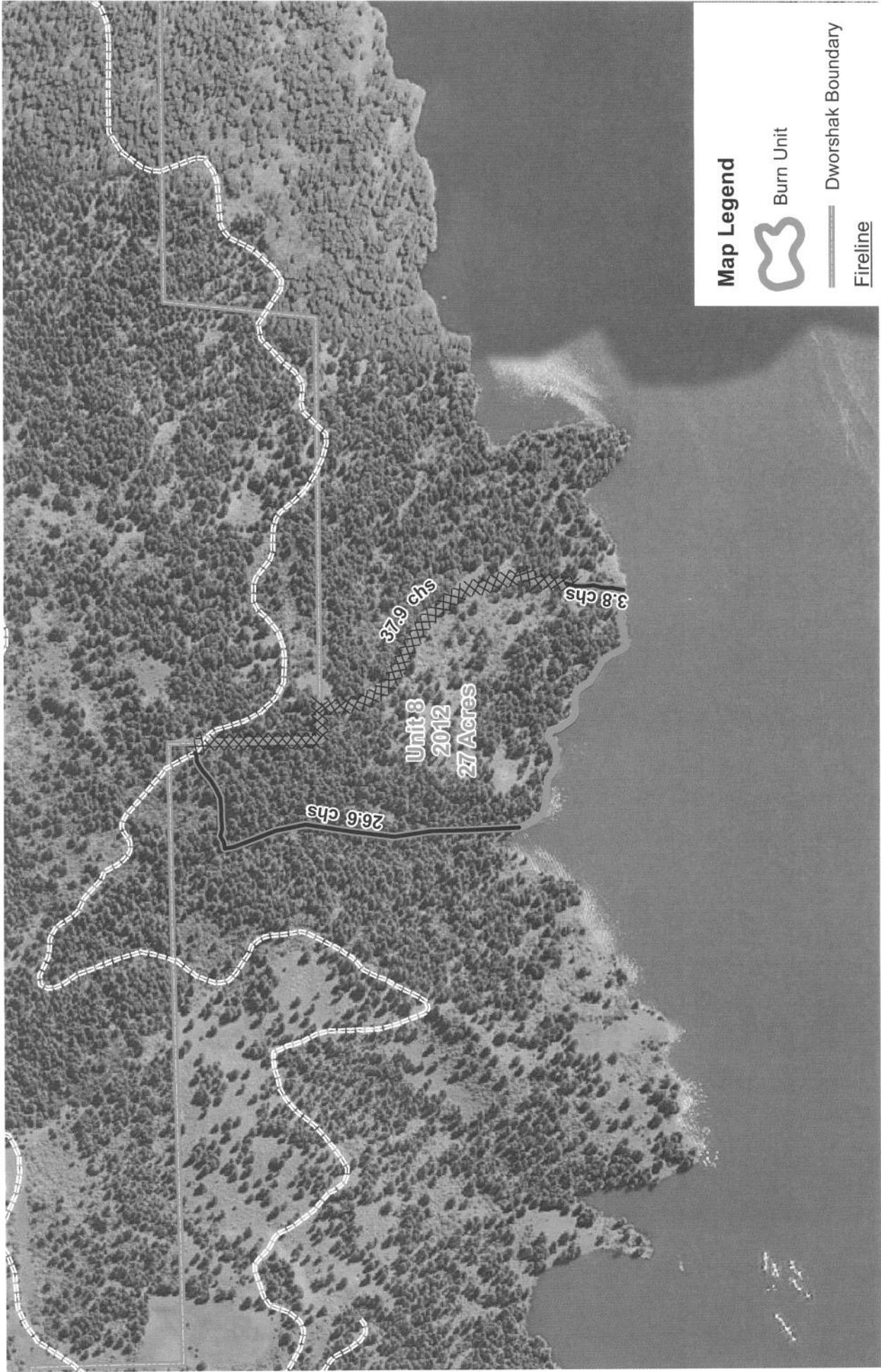
Coordinate System: UTM Zone 11T
Datum: North American Datum of 1983
Author: Dyerbrook GIS - 8 May 14 11:09:20 AM



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Walla Walla District

Elk Creek Meadows Stewardship Project

Burn Unit 8 and Control Line Type



Map Legend



Burn Unit

Dworshak Boundary

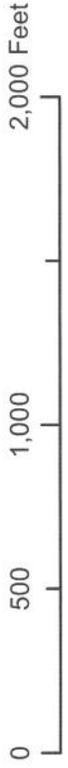


Fireline

Hand Line



Dozer Line



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Coordinates: Spheroid: UTM Zone 12T
Datum: North American Datum 1983
Author: Theoretical GIS, 8/20/2012

U.S. Forest Service
Clearwater and Nez Perce National Forests
903 3rd Street
Kamiah, ID 83536

Donna Kinzer, Grants Management Specialist
Phone (208) 935-4287, Fax (208) 935-4275 dkinzer@fs.fed.us

TO: Department of the Army – Walla Walla District

FROM: Donna Kinzer

DATE: 10-22-2012

Please sign the enclosed originals and return all to me at the above address. A fully executed copy will be returned to you.

A fully executed original is enclosed for your records.

12-IA-11010500-027

Please do not hesitate to contact me with questions or concerns.



*Thank you!
The G&A Staff*

14 August 2012
Agreement No. 12-IA11010500-27

EXHIBIT 3
Burn Process

BURN PROCESS

- 1) The CENWW will provide the USFS-CNF with detailed burn unit maps and objectives. These will identify all burn units and their acreages; state the objectives of each burn unit; and identify all fire lines and the amounts of each type.
- 2) The CENWW and the USFS-CNF will work collaboratively to develop burn plans and estimate unit quantities based on the scope of work, the burn objectives and maps and site visits.
- 3) The USFS-CNF shall prepare a detailed cost quote based on unit quantities determined above.
- 4) The USFS-CNF shall prepare a draft burn plan for each burn unit and submit them to the CENWW POC
- 5) The CENWW will review the draft burn plan and approve or request modification to the plan.
- 6) The CENWW and the USFS-CNF shall work collaboratively to finalize the burn plans.
- 7) The USFS-CNF shall execute burn preparation work (e.g., firelines) in accordance with the final burn plan.
- 8) The USFS-CNF shall provide advanced notice (48 hours or more) of their intent to burn (date and time) a given unit.
- 9) The USFS-CNF shall provide to the CENWW the onsite environmental conditions for each unit approximately 24 hours before the planned burn time.
- 10) The CENWW will approve mobilization to the burn site.
- 11) The USFS-CNF shall mobilize all required personnel and ground based equipment to the burn location, and begin collecting relevant environmental conditions no later than three hours prior to planned ignition.
- 12) The USFS-CNF shall provide to the CENWW all of the collected onsite environmental conditions for each unit within an hour of the planned burn time.
- 13) The CENWW will approve ignition.
- 14) The USFS-CNF shall begin ignition, conduct the burn, and complete control, and patrol.
- 15) The USFS-CNF shall conduct any close-out work required (e.g., grass seeding).