

FS Agreement No. 17-MU-11051000-014

Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING
Between The
HOOPA VALLEY TRIBE
And The
USDA, FOREST SERVICE
SIX RIVERS NATIONAL FOREST

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Hoopa Valley Tribe, hereinafter referred to as "Tribe," and the United States Department of Agriculture (USDA), Forest Service, Six Rivers National Forest, hereinafter referred to as the "U.S. Forest Service."

Background:

Title: Wildland Fire Management With Hoopa Valley Tribal Government

I. PURPOSE: The purpose of this MOU is to document the cooperation between the parties to continue the governmental cooperation between the parties concerning wildland fire management activities on the Six Rivers National Forest. This cooperation provides for the protection of significant cultural resources important to the Tribe, U.S. Forest Service, and the public, and does not replace other designated positions such as the Agency Administrators Authorized Representative, or those Tribal Personnel placed in Incident Command under Unified Command. This agreement also gives clear direction of the Tribe and Forest Service for purposes of "rates of pay" that are commensurate to the complexity of Incident Management Organizational Roles & Responsibilities for assigned Tribal resources as outlined in Attachment "A" of this MOU. It further provides for the Tribe to be contacted, allows for expedient consultation with the Tribe, and for Tribal concerns to be considered in the management of wildland fire while providing for safe, effective, and cost efficient wildland fire and resource benefit wildland fire management activities, in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Tribe and the U.S. Forest Service through Forest Service Manual 1563 (FSM 1563), the National Historic Preservation Act, the Native American Graves Protection and Repatriation Act, American Indian Religious Freedom Act, Sacred Sites Executive Order 13007, Executive Order No. 13175 on Consultation and Coordination with Indian Tribal Governments and other statutes and regulations, share mutual



interests related to the effects of wildland fire management on significant cultural resources and properties.

The Parties will work within a cooperative approach to incident management that provides safe and effective wildland fire management activities within the area of mutual interest identified in FSM 1563.

Protecting cultural resources while providing a fire management environment, which fosters focused attention to safety, incident objectives, and firefighting fundamentals, will be furthered when all parties work together to understand one another's priorities and responsibilities.

The demands of incident management require that firm planning and activity schedules be maintained and often preclude lengthy consideration of long term issues during the management of the incident. It is in the best interest of all parties to identify and address these types of concerns through the process established in FSM 1563.

In consideration of the above premises, the parties agree as follows:

III. THE TRIBE SHALL:

A. Identify annually by May 1, with a letter to the Forest Supervisor from the Tribal Agency Administrator (Chairman's office), the identification and contact information of the Hoopa Fire Department Duty Officer(s) who will serve as the single point of contact for the Tribe for wildland fire notification and request for activation of this agreement. Included in this letter will be a list of authorized Designated Tribal Government Representative's on behalf of the Tribal Agency Administrator and Tribal Council. For the purpose of this agreement the letter will also include a list of the names of individuals who are qualified to perform the duties and responsibilities of Heritage Consultant Coordinator(s) and Heritage Consultant(s) Level 1 and 2, as outlined in the position descriptions of Attachment "A", as well as the salary rates for regular Tribal employees.

The Hoopa Fire Department Duty Officer(s) will have the responsibility to notify the Designated Tribal Government Representative(s).

- B. Ensure all non-regular tribal employees identified by the Tribe to be hired by the Forest Service as emergency fire hire personnel shall meet the requirements of the Administratively Determined (AD) hiring authority established in the Forest Service Handbook (FSH) 5109.34, Interagency Incident Business Management Handbook, Chapter 10 – Personnel.
- C. Ensure all individuals identified by the Tribe will meet all the requirements of the Interagency Standards for Fire and Aviation Operations (red book or blue book)



for fire line duty commensurate of the position descriptions outlined in Attachment "A" of this MOU.

- D. Maintain a list of individuals who have received certification of successfully completing required fire training and the Work Capacity Test (WCT) at the required level for the position, and maintain those individual's records in the Incident Qualifications and Certification System (IQCS) program maintained by the Bureau of Indian Affairs.

IV. THE U.S. FOREST SERVICE SHALL:

- A. From the list identified in the annual letter, contact the Hoopa Fire Department Duty Officer(s) as soon as possible after extended attack suppression forces are dispatched to an incident within or directly adjacent to the identified area of mutual interest.
- B. Consult with the Designated Tribal Government Representative assigned to the incident, to coordinate information and engage in consultation of incident management objectives. Consider the information provided by the Designated Tribal Government Representative regarding cultural or other concerns when developing strategic and tactical incident management plans.
- C. The Forest Supervisor will initiate a delegation of authority to the Incident Commander that specifies which Line Officer(s) will be the Forest Supervisor's Tribal Government Liaison to the Tribe for the incident, identify any specific known concerns, identify the names of the Tribal Government Official(s), designated representative(s), identify any management direction, and provide a copy of this MOU.
- D. The Forest Supervisor or designated Forest Service Agency Administrator Representative, in consultation with the Heritage Resource Advisor and the Designated Tribal Government Representative will determine the need to hire Heritage Consultants, to work with the Forest Service Heritage Resource Advisor to develop strategies to protect significant archeological, cultural, and/or spiritual resources.
- E. The Forest Supervisor shall ensure that the Forest's fire organization, including any relevant Incident Management Team, is aware of this MOU, and how it is to be implemented.
- F. Provide necessary personal protective equipment (PPE) to line going personnel that are hired under the authorities of the AD hiring process.
- G. Allow the Tribe to participate in training opportunities for those positions that require specific fireline training to meet the intent of this MOU.



H. The Forest Supervisor's official representative that coordinates with the Tribe is the designated Forest Supervisor Tribal Liaison identified in the current FSM 1563 or as otherwise provided in the "Letter of Delegated Authority" to Incident Management Teams.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. The Tribal Agency Administrator (Chairman's office), and the Forest Supervisor maintain their distinctive responsibilities as the primary decision-makers for their respective entities.
- B. The Forest Supervisor and the Tribal Agency Administrator (Chairman's office), shall be responsive to communications and interactions through the formal consultation process as defined in the FSM 1563 throughout the incident and as needed after the incident.
- C. The emergency nature of the incident may necessitate an immediate decision by the Forest Supervisor or Incident Commander that may preclude formal Government-to-Government consultation or coordination with the Tribe prior to the decision being implemented. In such cases, consultation with the Tribe will be initiated as soon as practical thereafter.
- D. In addition to consultation with the Tribe and the Heritage Consultants, the Forest Service will make every attempt to meet various heritage and natural resource laws by consulting with other interested traditional practitioners and publics regarding heritage resources on National Forest System lands.
- E. The Tribal Agency Administrator (Chairman's office), will identify in an annual letter by May 1, to the Forest Supervisors, qualified individuals to perform duties outlined in this MOU.
- F. Cooperation and consultation between the parties of this MOU shall be integrated into the Forest Service's Incident Management Organization.
- G. Extended Attack Fires.

For purposes of this document, extended attack fires are defined as those where incident containment objectives cannot be achieved within 12 hours or at less than 50 acres.

Every effort will be made to insure that the Hoopa Fire Department Duty Officer(s) is notified by Agency Dispatch as soon as possible of incidents that are identified in the area of mutual interest identified in the Government to Government protocol agreement.



Consultation on extended attack incidents may be implemented through notification by the Forest Supervisor's Tribal Government Liaison to the designated Hoopa Fire Department Duty Officer(s), who will notify the designated Tribal Government Representative. If after being notified, the Designated Tribal Government Representative feels that there is a need to provide information about archaeological, cultural, spiritual or other concerns, such information will be addressed when developing the extended attack strategy provided to incident management personnel. This information may be given to the appropriate Forest Supervisor's Tribal Government Liaison, Incident Commander and/or District Fire Duty Chief.

The Agency Administrator in consultation with the Heritage Resource Advisor and Incident Commander will determine the need for the addition or reduction of personnel, as it relates to this MOU, after consultation with the Forest Supervisor's Tribal Government Liaison and the Designated Tribal Government Representative.

H. Large Fires.

For Purposes of this document, large fires are defined as those where Incident Management Organizations are delegated management authority for an incident.

Tribal Representation will be incorporated into Incident Management Organizations as appropriate to the size and complexity of the incident. Assigned personnel in the positions described in Attachment "A" may participate in the planning and implementation phase as appropriate, and will interact with all relevant resource personnel. The number and types of resource personnel assigned will be appropriate for the incident size and complexity.

The timeframes employed on large fires may allow for formal Government-to-Government consultation to take place, which should be documented as part of the incident record provided the information is not confidential in nature.

The incident management system is a prescribed organization with roles, responsibilities, and relationships defined in FSH 5109.17 Fire and Aviation Management Qualifications Handbook. A full description of all incident positions may be found in that manual. The incident management system is as charted below. Specific positions added to the organization in relation to this MOU are in bold and italicized.



The Incident Management Organization under this MOU:

Forest Supervisor (Agency Administrator)

Incident Commander

Safety Officer

Information Officer

Liaison Officer

Forest Supervisor's Tribal Government Liaison

Designated Tribal Government Representative

Operations

Planning

Logistics

Finance

Resources Unit

Situation Unit

Documentation Unit

FS Heritage Resource Advisor

Heritage Consultant Coordinator

Heritage Consultant(s)

I. Incident Management Guidelines.

Cooperative and consultative processes will be used during incident management and planning to the fullest extent possible, time permitting. The Forest Service has the final responsibility to make the decisions on jurisdictional lands in areas of incident management such as incident objectives, development of strategies and tactics, cost containment and obligating federal government dollars, approving mobilization and de-mobilization plans, approving the Wildland Fire Decision Support system (WFDSS), Post Wildfire Activities, Burned Area Emergency Response Plan (BAER), delegating authority to Incident Management Teams, and implementing the AD Pay Plan hiring authority.

Suppression and associated resources will be requested and mobilized through established dispatch channels; procedures for doing so may be found in the California Mobilization Guide and the National Mobilization guide. More specific guidelines for implementation under current policy and law are provided in the Interagency Incident Business Management Handbook.

J. Post Wildfire Activities

The Tribal Agency Administrator (Chairman's office) will be requested to designate a representative(s) to participate in the planning and the implementation of Post Wildfire Activities. These activities are identified in Chapter 11 of the Interagency Standards for Fire and Aviation Operations (Red Book) as Wildfire Suppression Activity Damage Repair, Emergency Stabilization, Rehabilitation (Emergency Stabilization and Rehabilitation are to be included in the BAER documentation), and Restoration.

K. Where more than one Federally Recognized Tribe has identified an area of mutual interest that overlaps on National forest System lands, the Forest Service will honor the assertions of each of the Federally Recognized Tribe(s).



L. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

| Cooperator Program Contact | Cooperator Administrative Contact |
|---|--|
| Name: Rod Mendes Address: P.O. Box 369 City, State, Zip: Hoopa, CA 95546 Telephone: 530-625-4366 FAX: 530-625-4416 Email: oes@hoopa-nsn.gov | Name: Shannon Ammon Address: P.O. Box 369 City, State, Zip: Hoopa, CA 95546 Telephone: 530-625-4366 FAX: 530-625-4416 Email: sammon@hoopa-nsn.gov |

Principal U.S. Forest Service Contacts:

| U.S. Forest Service Program Manager Contact | U.S. Forest Service Administrative Contact |
|--|---|
| Name: Mike Minton Address: 1330 Bayshore Way City, State, Zip: Eureka, Ca 95501 Telephone: 707-441-3535 FAX: 707-441-3591 Email: mminton@fs.fed.us | Name: Janet Boomgarden Address: 1330 Bayshore Way City, State, Zip: Eureka, CA 95501 Telephone: 707-441-3556 FAX: 707-445-8677 Email: jboomgarden@fs.fed.us |

M. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or Tribe is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To Tribe, at Tribe’s address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

N. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or Tribe from participating in similar activities with other public or private agencies, organizations, and individuals.

O. ENDORSEMENT. Any of the Tribe’s contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of Tribe's products or activities.



- P. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law.

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

- Q. USE OF U.S. FOREST SERVICE INSIGNIA. In order for Tribe to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- R. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- S. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- T. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment



supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

- L. TRIBAL EMPLOYMENT RIGHTS ORDINANCE (TERO) The U.S. Forest Service recognizes and honors the applicability of the Tribal laws and ordinances developed under the authority of the Indian Self-Determination and Educational Assistance Act of 1975 (PL 93-638).
- M. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. Tribe shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- N. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Tribe shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

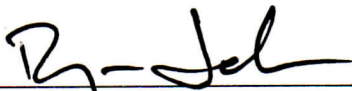
- O. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- P. DEBARMENT AND SUSPENSION. Tribe shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should Tribe or any of



their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

- Q. MODIFICATIONS. Modifications within the scope of this MOU 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.
- R. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through December 31, 2021 at which time it will expire.
- S. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU.

In witness whereof, the parties hereto have executed this MOU as of the last date written below.



 RYAN JACKSON, Chairman
 Hoopa Valley Tribe

5-12-17

 Date

See next page.

_____ MERV GEORGE, JR., Forest Supervisor
 U.S. Forest Service, Six Rivers National Forest

_____ Date

The authority and format of this agreement have been reviewed and approved for signature.



 JANET BOOMGARDEN
 U.S. Forest Service Grants Management Specialist

5/5/2017

 Date



their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

- Q. MODIFICATIONS. Modifications within the scope of this MOU 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.
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In witness whereof, the parties hereto have executed this MOU as of the last date written below.

See previous page.

RYAN JACKSON, Chairman
Hoopa Valley Tribe

Date

5/17/17

MICHAEL GREEN, Acting Forest Supervisor
U.S. Forest Service, Six Rivers National Forest

Date

The authority and format of this agreement have been reviewed and approved for signature.

Janet Boomgarden
JANET BOOMGARDEN
U.S. Forest Service Grants Management Specialist

5/15/2017
Date



Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

ATTACHMENT “A”

Incident Management Organization Roles & Responsibilities

Following are descriptions of the roles, responsibilities of the Forest Service as well as those positions for the Tribe, and AD pay plan identifiers of each tribal position for emergency fire hires for non-regular Tribal employees. These pay plan identifiers are commensurate with positions outlined in the Interagency Incident Business Management Handbook and supported with authorization of the Regional Forester, Pacific Southwest Region. Regular Hoopa Tribal employees will be reimbursed through the Bureau of Indian Affairs (BIA) reimbursement process established with the Tribe.^{<4>}

Agency Administrator

The Agency Administrator, designated by the Forest Supervisor, is the line officer responsible for the management, protection, development, and administration of the National Forest. The Agency Administrator is responsible for establishing and maintaining formal Government-to-Government relations and consultation with the Tribe’s Agency Administrator which is normally the Tribal Chairman or in his or her absence the Tribal Vice Chairman regarding planning, policy, significant issues, and governmental cooperation. The Tribal Agency Administrator may appoint or designate a Tribal Agency Administrators Authorized representative to be the primary contact for all matters related to an Incident.

The Agency Administrator considers the information obtained through the consultation process with the Tribal Government before making decisions that affect management of National Forest System lands or any federally reserved trust resource and includes specific direction related to these decisions in the Delegation of Authority letter to the Incident Commander. The delegation letter will address the number and types of tribal positions that should be filled in the fire organization.

Incident Commander

The Incident Commander is responsible for overall incident activities and decision-making, including the development and implementation of strategic decisions consistent with land management direction and delegations of authority. The Incident Commander approves the mobilization and release of incident resources. Reporting directly to the Incident Commander are the Command and General Staff. The Forest Supervisor’s Tribal Government Liaison and the Designated Tribal Government Representative positions, described below, work under the Incident Liaison Officer in the Incident Command System (ICS) organization or the Incident Commander in the Liaison Officer’s absence.

Forest Supervisor’s Tribal Government Liaison.

A Forest Line Officer designated by the Forest Supervisor as the Liaison to the Tribe representing the Forest Supervisor for coordination and work with the Tribal staff and the

Designated Tribal Government Representative(s) regarding day-to-day operations and implementation of agreements reached in the formal Government-to-Government consultation.

The Forest Supervisor's Tribal Government Liaison reports to the Incident Liaison Officer or the IC in absence of the Liaison Officer and is responsible to consult and coordinate with the Designated Tribal Government Representative and the Forest Service Heritage Resource Advisor, if one is present.

Planning Section Chief

Works with the Forest Service Heritage Advisor and Designated Tribal Government Representative to develop mitigation measures for the protection of cultural resources from direct and indirect effects related to wildland fire management.

Forest Service Heritage Resource Advisor

The Forest Service will assure that personnel filling the position are familiar with this MOU, the relationships with the parties, and the incident organization. Technical archeological expertise will be required of individuals filling this position. If assigned, the Forest Service Heritage Resource Advisor will be assigned to the Planning Section Chief, a Forest Service employee, as needed, will fill this position, to coordinate heritage resource concerns and interactions, including heritage tribal concerns, priorities, and spiritual areas. The position directs the work of the Heritage Consultant Coordinator and Heritage Consultants. The Forest Service Heritage Resource Advisor is responsible for obtaining heritage resource input from the Heritage Consultants, Forest Supervisor's Tribal Government Liaison, the Designated Tribal Government Representative, and interested traditional practitioners. The position provides advice to the Incident Management Team through the Planning Section Chief for planning purposes regarding the protection of cultural resources from direct and indirect effects related to wildland fire management.

Designated Tribal Government Representative.

This will be the first position filled as needed and determined by the Agency Administrator, Incident Commander or District Duty Officer in consultation with the Tribal Agency Administrator or Tribal Agency Administrators Authorized Representative. An individual to whom the Tribe has formally delegated the authority to represent the Tribe's interests pertaining to incident activities shall fill this position. The Designated Tribal Government Representative reports to the Incident Liaison Officer or the Incident Commander in absence of the Liaison Officer and shall be readily accessible to the Tribal Agency Administrator or Tribal Agency Administrators Authorized Representative, the Forest Supervisor's Tribal Government Liaison, and to the Incident Commander.

Additionally, the Designated Tribal Government Representative may communicate directly with the Forest Supervisor(s) with respect to the incident. Should any modifications in incident activity or priorities be agreed to by such contact, they will be binding upon the Incident Commander only after a new or amended delegation of authority is prepared and conveyed to the

Incident Commander. Such formalization is necessary to clarify what may otherwise be conflicting direction.

The Designated Tribal Government Representative plays a critical role in the coordination with Forest Supervisor's Tribal Government Liaison, Forest Service Heritage Resource Advisor Tribal Agency Administrator or Tribal Agency Administrators Authorized Representative, and incident personnel, which is essential for focused action on the incident.

Pay plan: AD-K (Exception Position 5) <1> (INCS)

Physical fitness requirement: None (This is not a fireline assignment.)

Training: Annual Fire Refresher (red or blue book standards)

Heritage Consultant Coordinator

This position will be filled if the number of Heritage Consultant(s) exceeds the effective supervisory span-of-control, commonly 3 to 5. The responsibility of this position is to coordinate the activities and input of the Heritage Consultant(s) assigned to the incident with the Planning Section Chief and Forest Service Heritage Resource Advisor. This position works for and is directed by the Forest Service Heritage Resource Advisor, if present, or the Planning Section Chief while remaining in close contact with the Designated Tribal Government Representative.

Pay plan: AD-I <1> (CULS)

Physical fitness requirement: Light

Training: Annual Fire Refresher (red or blue book standards)

Personal Protective Equipment required <3>

Heritage Consultant(s), Level 1

Heritage Consultant(s) are charged with conveying specific heritage concerns to the Forest Service Heritage Resource Advisor, if assigned, or the Heritage Consultant Coordinator, if assigned, or to the Planning Section Chief. Consultants work for and are directed by the Forest Service Heritage Resource Advisor, if present, or the Planning Section Chief. Work location and hours of work will be determined based upon incident needs and will be coordinated with operational activities.

Pay plan: AD-F <1> (CULS)

Physical fitness requirement: Light <2>

Training: Annual Fire Refresher (red or blue book standards)

Personal Protective Equipment required <3>

Heritage Consultant(s), Level 2

Heritage Consultant, Level 2 are often elders, ceremonial leaders and others who have significant knowledge and whose input is critical. These positions will be filled based on fire location and limited to those the Tribe determines as having specific information relating to the area in

question at any given time. These individuals do not need to be deployed in the field to participate as a Heritage Consultant. As with those Heritage Consultants that are deployed to the field, non-field going Heritage Consultants work for and are directed by the Forest Service Heritage Resource Advisor if present, or the Planning Section Chief. Work location and hours of work will be determined based upon incident needs and will be coordinated with operational activities.

Pay plan: AD-F ^{<1>} (CULS)
Physical fitness requirement: None
Training: None

Endnotes

- <1> AD pay rates are defined in FSH 5109.34 (Chapter 10, Exhibit 01, amended and published annually).
- <2> Physical fitness requirements are defined in FSH 5109.17, Section 23.
- <3> Personal Protective Equipment (PPE). All personnel assigned to fire line duties must wear and use all personal protective equipment required for fire line duty. The Forest Service does not provide boots.
- <4> The Hoopa Tribe will invoice the Bureau of Indian Affairs (BIA) for all expenses related to regular Hoopa employees dispatched to a Six Rivers National Forest wildland fire incident. Emergency hire personnel will be paid by the Forest Service as stated in the AD pay plan. Regular Hoopa employees will be paid, as appropriate, their regular tribal wage, overtime pay, hazard pay and per diem commensurate with their position. Additionally, as appropriate, the Hoopa Tribe will invoice BIA for employee's cost to the Tribe, supply expenses, transportation expenses to and from the point of dispatch and damage or loss of equipment incident to the service and as allowed under respective Wildland Fire claim authorities. The Forest Service will provide the Hoopa Tribe completed and signed Emergency Firefighter Time Reports (OF 288) and/or Crew Time Reports (SF 261). Additionally, if appropriate, signed Emergency Equipment Shift Tickets (OF 2978) will be provided.