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04-14-89

FOREST LAND PROTECTION AGREEMENT

between

STATE FORESTER - STATE BOARD OF FORESTRY

and

EAST OREGON FOREST PROTECTIVE ASSOCIATION

THIS AGREEMENT made and entered into this 6th day of JUNE, 1989, by and between the State Forester, hereinafter called the "FORESTER", by authority and approval of the State Board of Forestry, hereinafter called the "BOARD", and the East Oregon Forest Protective Association, hereinafter called the "ASSOCIATION".

WITNESSETH:

WHEREAS, ORS 477.210 requires every owner of forest land to provide adequate protection against the starting or spread of fire thereon or therefrom during the season of the year when there is danger of fire; and

WHEREAS, ORS 477.406 provides that the State Forester may, with the approval and authority of the State Board of Forestry, enter into cooperative agreements with any association of landowners for the purpose of maintaining a system for the prevention and suppression of fires; and

WHEREAS, ORS 526.041 provides that the FORESTER shall cooperate with landowners, political subdivisions, private associations and agencies and others in forest protection; and

WHEREAS, ORS 527.335 provides that the State Forester may cooperate with private organizations or individuals relative to forest protection from insect and disease; and

WHEREAS, the Association is a non-profit corporation and is duly organized to protect forest and range land of its members from loss by fire or other destructive forces within the area shown by red lines on the map attached hereto, marked Exhibit "A" and by reference made a part of this agreement; and

WHEREAS, the FORESTER and the BOARD in order to facilitate performance of their obligations under the law to protect certain forest lands under their jurisdiction, deem it practical and to the public interest to contract to furnish certain specified services to the Association;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

1.01 "Annual Budget" shall mean the budget prepared annually by the FORESTER in conjunction with the ASSOCIATION budget committees or the

normal operations of the districts, as required by ORS 477.230 and 477.291.

1.02 "Biennial Budget" shall mean the biennial budget approved by the Oregon Legislature for the BOARD.

1.03 "District" shall mean the forest protection district designated by the forester according to ORS 477.225.

1.04 "District", for the purpose of this agreement, the area covered is composed of two Districts, Central Oregon, and Northeast Oregon each having a separate District Forester.

1.05 "Emergency Conditions" shall mean fire hazard or risk conditions that, in the judgement of the FORESTER, reasonably require the expanding of fire protection or suppression activities beyond the budgeted facilities of the district.

1.06 "Facilities" shall mean, but not be limited to, guard stations, lookouts, fire crew quarters, headquarters buildings, communication equipment, and fire fighting equipment.

1.07 "Forest Land" shall mean any forested land, woodland, brushland, timberland, cutover land, or clearing, which during any time of the year, contains enough flammable forest growth, slashing or forest debris to constitute a fire hazard.

1.08 "Normal Conditions" shall mean the conditions of protection that can be accomplished by the regular existing and budgeted facilities of the district.

1.09 "Plans" shall mean plans for facilities, operations and policy as such pertain to protection for forest lands within the district.

1.10 "Protection" shall mean prevention, detection and suppression of fire, insect and disease or other destructive forces.

1.11 "Forester" means State Forester or his authorized representative.

1.12 "Budget Committee" shall mean the Plans and Budget Committee.

ARTICLE II

PURPOSE OF AGREEMENT

2.01 Scope of Agreement: It is the scope and purpose of this cooperative agreement to enable ASSOCIATION to provide adequate protection for the forest lands of its members, as such lands are defined by Oregon Revised Statutes, Chapters 477 and 527; to require FORESTER to furnish the protection for those lands owned by the members of ASSOCIATION and thereby cause adequate protection to be provided for such forest lands, which lands are hereinafter referred to as "membership lands".

2.02 Cooperation: It is an express purpose of this agreement to establish and to continue a procedure for cooperation between ASSOCIATION and FORESTER relating to the subject matter of this agreement, and under

ORS, Chapters 477, 526 and 527, relating to the protection of forest lands in the district.

2.03 Decision Making: FORESTER recognizes ASSOCIATION as having a partnership role in the decision making process in matters that concern the district and agrees to meet periodically with ASSOCIATION directors or such persons designated by the directors in facilitating this role.

ARTICLE III

FORESTER OBLIGATIONS

3.01 Protection Work: FORESTER, with the approval of the BOARD and acting within the scope of ORS, Chapters 477, 526 and 527, agrees to furnish and maintain at designated locations facilities as shall be provided for in the annual and biennial budgets and plans as referred to in Article V, hereof. The FORESTER recognizes the right of the ASSOCIATION to provide and finance additional facilities for its membership lands.

3.02 Prompt Action: Upon the occurrence of a forest fire on or threatening forest lands in the district which is burning uncontrolled or without proper action being taken to prevent its spread, the FORESTER shall promptly, diligently, and to the best of the ability of the FORESTER proceed to control, and extinguish such fire by using facilities available to the FORESTER as may be necessary under the conditions.

ARTICLE IV
REPORTS AND RECORDS

4.01 Inspection: The accounts and records of FORESTER pertaining to the district will be open to inspection of ASSOCIATION or its duly authorized representatives at the District Offices. The FORESTER recognizes the necessity of accountability as requested by the ASSOCIATION.

ARTICLE V
PLANS AND BUDGETS

5.01 Budget Committee: ASSOCIATION shall appoint a budget committee for each district to review needs, develop a district plan and prepare a district budget in conjunction with the FORESTER, including the biennial budget which is submitted to the Legislature. Plans and budgets for the ensuing budget period for each District will be prepared conjunctively by the respective District Foresters, the Eastern Oregon Area Director, the Association budget committees, and representative Forest Landowner appointed by the District Forester. The Forester shall hold at least one joint meeting with the Association Board of Directors to review the budgets of each District. When combined these will become the plan and budget.

Such budgets shall include:

- (1) estimated balances or deficits carried forward from the previous fiscal year;

- (2) any costs incurred by FORESTER in the suppression of fires on forest lands within the district which have not been reimbursed in excess of the normal budget for the preceding fiscal year;
- (3) estimated receipts available to the district;
- (4) estimated general expenditures;
- (5) estimated fire suppression expenditures.

Budgets shall contain provisions for facilities and services to be provided by the FORESTER to protect the forest resource. ASSOCIATION shall appoint such other committees as deemed necessary by ASSOCIATION and/or District Foresters to assist in district planning and operations.

5.02 Final Approval: If the ASSOCIATION and the FORESTER fail to agree upon a district operation budget, ASSOCIATION shall notify the FORESTER in writing of the amendments which it considers necessary. These recommended changes will be submitted to the appropriate Board committees at its next scheduled meeting and will be resolved by the Oregon State Board of Forestry, consistent with the provisions of ORS 477.265.

5.03 Approved Budget: The Budget as approved by the Board at its Annual meeting shall be deemed as adequate protection against the starting or spread of fire on or from the forest and range lands covered by this agreement; provided, however, that nothing in this agreement shall be deemed to relieve landowners or others of any obligation imposed by ORS 477.120, 477.130 and 477.580.

ARTICLE VI

ADMINISTRATIVE MATTERS

6.01 Policy Conference: Annually and at such other times as may be necessary, the Eastern Oregon Area Director and the respective District Foresters shall meet with the Board of Directors of ASSOCIATION to discuss matters of common interest, including closures, maintenance of facilities and any problems affecting the efficient performance of district functions, or any Department of Forestry program or function as requested by the Directors. Such a request may be directed to the FORESTER.

6.02 Communication Plan: The Eastern Oregon Area Director and president of ASSOCIATION shall be jointly responsible for development of a communication plan which will facilitate timely flow of communications between Department of Forestry and ASSOCIATION on all matters of common concern. This plan shall include a schedule of meetings deemed necessary to support communications and planning procedure. The plan will be attached to this agreement as Exhibit "B".

6.03 Progress Report: The Eastern Oregon Area Director shall submit a progress report to ASSOCIATION members on a monthly basis or as agreed to under the plan developed under 6.02.

6.04 Personnel: District Foresters and Unit Foresters shall be selected by a committee designated jointly by the FORESTER and the ASSOCIATION President within Personnel Division Rules. Dismissal or involuntary transfer of a District Forester shall be reviewed by a joint

committee. Assignment of district protection personnel shall be communicated to the ASSOCIATION.

6.05 ASSOCIATION Recommendations: ASSOCIATION Board of Directors shall submit written recommendations on district and Department operations by December 1 of each year. Copies of the document will be transmitted to the FORESTER and all members of the Board of Forestry. These recommendations will be on a District by District basis with a combined report prepared for the area covered by this agreement.

6.06 Office Service: District Offices shall provide office services to ASSOCIATION as requested by ASSOCIATION in carrying out its responsibilities. The ASSOCIATION will provide for its own corporate secretarial services.

6.07 Other Contracts: Nothing contained in this agreement shall be construed to prevent ASSOCIATION from entering into separate agreements for any corporate purpose for the purposes of ORS 477.406 - 477.408.

6.08 Property Rights: It is mutually agreed by the parties hereto that upon the termination of this contract all facilities for which the cost has been prorated against all forest lands within the contract area will remain intact for the future protection of such lands and remain the property of the protection district. Any facilities purchased wholly from membership assessments and for which the costs have not been prorated upon such forest lands will remain the property of ASSOCIATION members.

6.09 District Equipment: ASSOCIATION Board of Directors shall have the option of maintaining a district motor equipment pool. If the Board of Directors chooses to exercise this option, a motor pool plan, mutually developed and agreed to, shall become an attachment to this Agreement.

ARTICLE VII

CONDITIONS OF LIMITATION

7.01 ASSOCIATION Limitations: It is understood and agreed by FORESTER that ASSOCIATION is a non-profit corporation authorized to do business in the State of Oregon; that in no event shall ASSOCIATION be bound by duties and obligations that exceed its corporate articles and bylaws, and authorizations of its Board of Directors and Officers thereunder.

7.02 FORESTER Limitations: It is understood and agreed by ASSOCIATION that FORESTER is authorized to expend only funds duly appropriated for his use, and further, that FORESTER cannot undertake duties and obligations beyond his legal authority; that all laws of the State of Oregon applying to the subject matter of this cooperative agreement are hereby incorporated by this reference; that the protection work provided by FORESTER under this agreement shall be as authorized under Oregon Law, and consistent with regulations and policy promulgated thereunder.

ARTICLE VIII

DURATION - TERMINATION

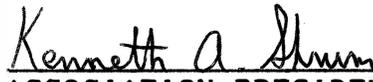
8.01 Period of Agreement: This agreement shall become effective _____ and shall continue in force until terminated as herein provided. Either party, ASSOCIATION or FORESTER, may terminate this agreement upon failure of the other party to perform and observe the terms and conditions hereof; however, written notice giving valid reasons must be provided no less than 30 days prior to January 1 preceding the beginning of the ensuing fiscal year. A hearing shall be afforded to mutually discuss the reasons for termination.

04-14-89

IN WITNESS WHEREOF, FORESTER and ASSOCIATION, parties hereto, have caused this agreement to be executed on the date first herein above mentioned.

STATE FORESTER, by authority and direction of Oregon State Board of Forestry


STATE FORESTER


ASSOCIATION PRESIDENT


ASSOCIATION SECRETARY

EXHIBIT "B"COMMUNICATION PLAN FOR EAST OREGON FOREST PROTECTIVE ASSOCIATION,
DISTRICT FORESTER, STATE FORESTER AND STATE BOARD OF FORESTRYOBJECTIVE

Effective communications are recognized as essential to maintain a complete and coordinated forest protection system. To achieve this objective, the parties to this agreement agree to communicate with each other in a manner which will provide full and complete exchange of information on matters relating to this Agreement.

1. Communications Between ASSOCIATION and District Foresters

The District Foresters shall provide reports and other information to the Board of Directors of the ASSOCIATION. The ASSOCIATION shall provide bulletins and other information to the District Foresters as shall be determined by the ASSOCIATION.

2. Communications Between ASSOCIATION and Eastern Oregon Area Director

On matters pertaining to this agreement or other forestry concerns which cover Districts, the communication channel shall be between the ASSOCIATION President and the Eastern Oregon Area Director.

3. Communications Between ASSOCIATION and Non-member Landowners

The FORESTER and the District Foresters shall establish and maintain close liaison with persons and organizations whose lands are protected by the Forester, but who are not members of the ASSOCIATION. Such persons and organizations shall be contacted as necessary for

communication purposes and their concepts and suggestions relating to the protection service shall be considered by District Foresters and ASSOCIATION.

4. Communications Between ASSOCIATION and the State Forestry Department

(a) The Area Director is designated to be the principle person to receive and transmit all communications between the State Forestry Department and the ASSOCIATION.

(b) The Area Director shall transmit to the ASSOCIATION Monthly Activity Reports, Annual Reports and such other information and reports requested which will enhance the objectives of this Plan.

(c) The State Forestry Department shall communicate to the ASSOCIATION through the Area Director all information pertaining to this Agreement. All other information relating to relevant Department policies and directives which may generally be of interest to private forest landowners shall be communicated to the Association Directors.

(d) The Eastern Oregon Area Director and District Foresters shall be invited to participate in all ASSOCIATION meetings which may enhance the objective of this Plan.

(e) The ASSOCIATION President or his designee shall be informed of all State Forestry Department staff meetings, conferences and training sessions which may enhance the objectives of the Plan.

5. Communications Between ASSOCIATION and STATE BOARD OF FORESTRY

(a) Communications from ASSOCIATION to the BOARD will normally be through the Forester.

(b) Communications from the BOARD to the ASSOCIATION will normally be through the ASSOCIATION President.

6. Schedule of Meetings Between ASSOCIATION and Forestry Department

(a) An annual meeting shall be held to discuss matters of common concern and plans for the ensuing year.

(b) Prior to December 1 of each year a meeting shall be held to develop recommendations on district and department operations for transmittal to the BOARD.

(c) Annually one or more meetings for each District shall be held to develop plans and a tentative budget.

(d) The Forester may request a meeting with the Board of Directors. Meetings with the Board of Directors shall be held if requested by the Forester.

7. Amendments to this Communication Plan

This Plan may be amended at any time by mutual agreement of the parties hereto.

04-14-89

8. IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names, by their respective officers, thereunto duly authorized in duplicate.


STATE FORESTER


PRESIDENT OF EAST OREGON
FOREST PROTECTIVE ASSOCIATION

DATE