

NORTH CAROLINA MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT

AND

STAFFORD ACT RESPONSE AGREEMENT

Between

UNITED STATES DEPARTMENT OF THE INTERIOR

NATIONAL PARK SERVICE

Southeast Region

DUNS # _____

Agreement # _____

BUREAU OF INDIAN AFFAIRS

Cherokee Agency, Cherokee, NC

Eastern Region

DUNS # 13-1658887

Agreement #: _____

UNITED STATES FISH AND WILDLIFE SERVICE

Southeast Region

DUNS #12-928-8192

Agreement #: _____

UNITED STATES FISH AND WILDLIFE SERVICE

Northeast Region

DUNS # 129289083

Agreement # _____

UNITED STATES DEPARTMENT OF AGRICULTURE

FOREST SERVICE

National Forests in North Carolina

DUNS # 929332484

Agreement # 13-FI-11081112-027

STATE OF NORTH CAROLINA

Department of Agriculture and Consumer Services, NC Forest Service

DUNS # 809784580

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I. AUTHORITIES:

By the following authorities:

Reciprocal Fire Protection Act of May 27, 1955, (69 Stat. 66; 42 U.S.C. 1856) (Federal Agencies)

Economy Act of June 30, 1932, (31 U.S.C., 1535 as amended) (Federal Agencies)

Disaster Relief Act of May 22, 1974, (42 U.S.C. 5121 as amended) (Federal Agencies)

Robert T. Stafford Disaster Relief and Emergency Assistance Act (P.L. 93-288) (Federal Agencies)

Homeland Security Act of 2002 (H.R. 5005-8)

Homeland Security Presidential Directive-5 (HSPD-5)

Watershed Restoration and Enhancement Act of 1998, P.L. 105-77;

National Indian Forest Resources Management Act (P.L. 101-630, Title III) (Interior Agencies)

Taylor Grazing Act of June 28, 1934, (48 Stat. 1269; 43 U.S.C. 315) (BLM, FS)

Granger-Thye Act of April 24, 1950, (16 U.S.C., Sec 572) (FS)

Cooperative Funds and Deposits Act of Dec 12, 1975, (P.L. 94-148, 16 U.S.C. 565) (FS), as further authorized by the Consolidated Appropriations act 2008 (PL 110-161)

Cooperative Forestry Assistance Act of July 1, 1978, as amended (16 U.S.C. 2101) (FS)

Cooperative Funds Act of June 30, 1914, (16 U.S.C. 498) (FS)

Department of the Interior and Related Agencies Appropriations Act, 1999, as included in P.L. 105-277, section 101(e);

Federal Land Policy and Management Act of Oct. 21, 1976, (P.L.94-579; 43 U.S.C.)(BLM)

NPS Organic Act (16 U.S.C.1) (NPS)

National Wildlife Refuge Administration Act of 1966 (16 U.S.C. 668dd-668ee, 80 Stat. 927, as amended) (FWS)

National Wildlife Refuge System Improvement Act of 1997 (P.L. 105-57) (FWS)

NC Chapter 106 Article 75. Protection and Development of Forests; Fire Control Generally and 166A-19.77.

II. PURPOSE

The purpose of this Master Cooperative Wildland Fire Management Agreement (hereinafter called the Agreement) is to document the commitment of the Agencies to this Agreement to improve efficiency by facilitating the coordination and exchange of personnel, equipment, supplies, services, and funds among the Agencies to this Agreement. Principal contacts for each agency are listed in Exhibit A: Principal Contacts.

[NOTE: The underlined text in this agreement is applicable only to coordination of Stafford Act responses through this agreement.]

In addition to improving efficiency in addressing wildland fire, this agreement facilitates improved coordination regarding other incidents. The Nation's domestic incident management landscape changed dramatically following the terrorist attacks of September 11, 2001. Today's threat environment includes not only the traditional spectrum of manmade and natural hazards – wildland and urban fires, floods, oil spills, hazardous materials releases, transportation accidents, earthquakes, hurricanes, tornadoes, pandemics, designated special events requiring security, and disruptions to the Nation's energy and information technology infrastructure – but also the deadly and devastating terrorist arsenal of chemical, biological, radiological, nuclear and high-yield explosive weapons. Pre-planning through this agreement will enable better use of shared response to these types of situations.

The National Response Framework (NRF) applies to all Federal departments and agencies that may be requested to provide assistance or conduct operations during Presidential/Stafford Act declared disasters. These disasters also require a coordinated response by an appropriate combination of State and Tribal entities, along with the Agencies. This agreement documents the commitment of the Parties to provide cooperation, resources, and support to the Secretary of Homeland Security in the implementation of the NRP, as appropriate and consistent with their own authorities and responsibilities.

Only wildland fires and non-wildland emergencies or disasters that are Presidentially-declared emergencies and disasters are covered under this Agreement.

III. AGENCIES TO THIS AGREEMENT

- The State of North Carolina, Department of Agriculture and Consumer Services, NC Forest Service, hereinafter called "State"; and
- The United States Department of Agriculture Forest Service, National Forests in North Carolina; hereinafter called the "USFS"; and
- The United States Department of the Interior, National Park Service, Southeast Region, hereinafter called the "NPS"; and
- The United States Department of the Interior, Fish and Wildlife Service, Southeast Region, (R4) and Northeast Region (R5) hereinafter called "FWS"; and
- The United States Department of the Interior, Bureau of Indian Affairs, Eastern Regional Office, hereinafter called the "BIA"; and
- The USFS, NPS, FWS, and the BIA may hereinafter be jointly called the "Federal Agencies."
- The Federal Agencies, State, and other entities signatory to this Agreement will hereinafter be referred to as the "Agencies to this Agreement."

Words and phrases used herein may have different meanings or interpretations for different readers. To establish a "common" understanding, words and phrases as used herein are defined in the Glossary of Wildland Fire Terminology found on the "Publications" page of the National Wildfire Coordinating Group web-page (www.NWCG.gov, or by direct link at <http://www.nwcg.gov/pms/pubs/glossary/index.htm>). Terms that are not in or interpreted differently are found in Exhibit B: Glossary of Terms. Stafford Act response terminology is found in Exhibit G: Glossary of Terms for Stafford Act Response.

IV. EXHIBITS

1) Incorporation of exhibits into agreement

The following exhibits are hereby incorporated into this Agreement (Note that Exhibits F and G relate only to Stafford Act responses):

Master Agreement Exhibits

- Exhibit A: Principal Contacts
- Exhibit B: Glossary of Terms
- Exhibit C: Annual Operating Plan (AOP)
- Exhibit D: Supplemental Fire Suppression and Cost Share Agreement Including Instructions

- Exhibit E: Supplemental Project and Financial Plan
- Exhibit F: Use and Reimbursement for Stafford Act Shared Resources
- Exhibit G: Glossary of Terms for Stafford Act Response
- Exhibit H: Cooperating Agencies Addresses and Phone Numbers
- Exhibit I: NCFS High Band Radio Frequencies
- Exhibit J: Federal Agencies Radio Frequency List
- Exhibit K: NCFS Aviation Radio Frequencies
- Exhibit L: Facilities (Communication locations)
- Exhibit M: State Aircraft Locations
- Exhibit N: Public/Civil Aircraft Utilization

Exhibits to this Agreement may be revised upon request of the Agencies through execution of the Statewide Annual Operating Plan (AOP). The latest revision of any Exhibit will automatically be incorporated into this Agreement without necessitating a formal modification as defined in General Provision Section Item 6.

2) Acknowledgement of supplements to the agreement

Supplements to this Agreement, AOPs, Project and Financial Plans, and Cost Share Agreements will further describe working relationships, financial arrangements, and joint activities not otherwise specified under the terms of this Agreement.

3) Hierarchy and precedence for agreements, exhibits, etc.

Any inconsistencies in this Agreement and attachments thereto shall be resolved by giving precedence in the following order:

1. This Agreement
2. Statewide AOP
3. Exhibits to this Agreement
4. Local AOP
5. Project and Financial Plan

V. RECITALS

1. Lands for which the State is responsible for wildland fire protection and for which the respective Federal Agencies are responsible are intermingled or adjacent in some areas. Wildland fires on these intermingled or adjacent lands may present a threat to the lands of the other.
2. The Agencies to this Agreement maintain fire protection and fire management organizations.
3. It is to the mutual advantage of the Agencies to this Agreement to coordinate efforts for the prevention and mitigation, detection, and suppression of wildfires, fuels management, use of wildland fire, non wildland fire emergencies (as authorized), and cooperative projects for resource protection in and adjacent to their areas of responsibility, and to limit duplication and improve efficiency and effectiveness.
4. It is the intent of the signatories to this Agreement that State resources be available to assist in fire management activities on all federal lands, and on other lands upon which the Federal Agencies are responsible to protect.
5. It is the intent of the signatories to this Agreement that federal resources be available to assist in fire management activities on all state and private lands the State is responsible to protect. The USFS, BIA, NPS, and FWS have entered into a national Interagency Agreement for Fire Management to cooperate in all aspects of fire management.

In consideration of the mutual commitments and conditions herein made, it is agreed as follows:

VI. INTERAGENCY COOPERATION

1. **North Carolina Interagency Coordinating Group (NCICG)**

This group shall provide coordination and recommendations for all interagency fire management activities in North Carolina.

2. **National Incident Management System:**

The Agencies to this Agreement will operate under the concepts defined in the Department of Homeland Security's (DHS) *National Incident Management System* (NIMS). In implementing these concepts, Agencies to this Agreement will be expected to follow the National Wildfire Coordinating Group's (NWCG) minimum standards as defined in the

Wildland Fire Qualifications Systems Guide (PMS-310). These NWCG minimum standards are DHS NIMS compliant. The following NIMS concepts will be followed as they are implemented: Incident Command System (ICS), qualifications system, training system, the management of publications, and participating in the review, exchange, and transfer of technology as appropriate for providing qualified resources and management of incidents covered by this Agreement. The Federal Agencies will accept the qualification standard set by the State Forester for State personnel when assisting a federal agency within NC.

3. Annual Operating and Project Plans

Operating Plan: The Annual Operating Plan will be developed at the State level and will address issues affecting statewide cooperation, reference Exhibit C for items to be covered in the AOP. The Statewide AOP will be approved by the signatory State and Federal Agencies. The Southern Area Mobilization Guide will be identified as, and considered part of the Statewide Annual Operating Plan.

Project Plans: Project plans are plans developed for specific non-suppression, fire related projects. Such projects will be documented in local agreements, or other appropriate written documents. Documentation will include the objectives, specific authorizing law, role of each Agency, and each Agency's share of cost.

4. Interagency Dispatch Centers:

The Agencies to this Agreement agree to maintain, support, and participate in Interagency Dispatch Centers, as appropriate. Staffing, funding, and level of participation will be agreed to by the affected Agencies to this Agreement and documented in annual operating plan and/or appropriate mobilization guide.

5. North Carolina Interagency Coordination Center:

The Agencies to this Agreement recognize the Southern Area Coordination Center in Atlanta, as the Geographic Area Coordination Center (GACC) for the Southern Geographic Area. The North Carolina Interagency Coordination Center (NCICCC) is recognized as the statewide coordination center for the interagency community. The Agencies to this Agreement will coordinate fire management activities and resource movements through this statewide geographic area coordination center as appropriate. Each agency may have dispatch centers at various levels of their organization; however, all interagency dispatches across agency boundaries within and outside the state will be coordinated and ordered through NCICCC. Agencies to this Agreement are not precluded from independent movement of resources. Dispatching and resource orders for events occurring on Great Dismal Swamp NWR will be routed through the Virginia Interagency Coordination Center (VICC), in Roanoke, VA.

6. Interagency Resources:

Interagency funding, staffing, and utilization of resources and facilities will be pursued by the Agencies to this Agreement whenever an interagency approach is appropriate and cost effective. Shared staffing and funding should be commensurate with each Agency's use of resources, will be agreed to and documented in local operating plans, and will be subject to the availability of appropriations.

To the extent practical, additional preparedness resource requests will be coordinated. The coordination process will be identified in the annual operating plan.

7. Standards:

It is the goal of the signatories to this Agreement to achieve common standards within the Agencies' best interest, recognizing differing agency missions and mandates. Each Agency to this Agreement recognizes that other agency standards are reasonable, prudent, and acceptable. This clause is not intended to affect the Jurisdictional Agency's land management standards. Agency direction for land management and aircraft use is referenced in the annual operating plan.

VII. PREPAREDNESS

1. Definition of Responsibilities:

Jurisdictional Agency - For a specific geographical or functional area as provided by federal or state law the Agency having overall land and resource management and/or protection responsibility. Under no circumstances will a Jurisdictional Agency abdicate legal responsibilities as provided by federal or state law.

Protecting Agency - The Agency responsible for providing direct incident management and services to a given area pursuant to its jurisdictional responsibility or as specified by federal or state law, contract or agreement.

Supporting Agency - An Agency providing suppression or other support and resource assistance to a Protecting Agency.

Protection Planning: Agencies to this Agreement will determine efficiencies to be gained from reciprocal assistance and acquisition of protection services. Annual operating plans will document decisions. Plans should be reviewed and agreement reached concerning such items as placement of crews, engines, air tankers, helicopters, fixed and aerial detection, regulated use, closures and other joint fire suppression efforts.

Protection Areas and Boundaries: Maps of jurisdictional lands or protection areas are available for each agency.

2. **Methods of Fire Protection and Suppression:**

One agency may provide fire protection services on lands under the jurisdiction of another, within their authority and as authorized by law. The following are different methods to provide those services:

Reciprocal (Mutual Aid) Fire Protection: As deemed appropriate, the Agencies may, by agreement in the AOP, establish reciprocal initial attack zones for lands of intermingled or adjoining protection responsibility. Within such zones, a Supporting Agency will, upon request or voluntarily, take initial attack action in support of the Protecting Agency.

The Protecting Agency will not be required to reimburse the Supporting Agency for costs incurred following the initial dispatch of any ground resources to the fire for the duration of the mutual aid period, unless specifically stated by contract or agreement. The length of the mutual aid period should not exceed 24 hours, unless specifically stated by agreement or contract, and will be documented in the AOP.

Reimbursable (Cooperative) Fire Protection: The Protecting Agency may request suppression resources of other Agencies for its protection work. Such resources shall be paid for by the Protecting Agency.

Exchange (Offset) Fire Protection: Agencies may exchange responsibility for fire protection for lands under their jurisdiction. The rate of exchange will be based upon comparable cost, acreage involved, complexity, and other factors as appropriate and mutually agreed to by the Agencies. Exchange zones will be documented in AOPs.

If an imbalance exists, the Protecting Agency with the surplus of acres will bill the Jurisdictional Agency for the difference on a per acre basis as computed under Contract or Fee Basis Protection. Imbalance means a deviation exceeding the range of variation agreed to between the parties.

When a Protecting Agency takes suppression action on lands it protects for the Jurisdictional Agency, and the Jurisdictional Agency is requested to assist, the Protecting Agency will reimburse the Jurisdictional Agency for their assistance. The exception is if the parties involved are Federal Agencies. The National Agreement between the Department of Interior Agencies and the USDA Forest Service states that the parties agree not to bill each other for suppression services.

3. **Contract (Fee Basis) Fire Protection:**

For an agreed upon fee, one Agency may assume fire protection responsibilities on lands under the jurisdiction of another Agency. The terms and conditions of such arrangements must be included in AOPs.

4. **Joint Projects and Project Plans:**

The Agencies to this Agreement may jointly conduct cooperative projects, within their authority and as authorized by law, to maintain or improve their fire management services and activities. These projects may involve such activities as prescribed fire/fuels management, pre-suppression, fire analysis/planning, rehabilitation, training, prevention, public affairs, and other beneficial efforts. Such projects will be documented in local operating plans, or other appropriate written documents, referencing the appropriate authority. Documentation will include the objectives, role of each Agency, and each Agency's share of costs.

5. **Fire Prevention:**

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

6. **Burning Permits:**

Burning permit procedures, where applicable, will be included in local annual operating plans. If authorized by State and Federal law, federal employees or their agents may be granted authority by the State to issue burn permits when it is determined to be in their mutual interest.

7. **Prescribed Fire and Fuel Management:**

The Agencies to this Agreement agree to cooperate in the development and implementation of prescribed fire and fuels management programs, whose primary intent is to reduce fire hazards.

Any Agency within this Agreement may provide assistance to another Agency as requested and agreed to for the purposes of performing prescribed fire or other fuels management work. Conditions of the assistance and details related to reimbursement will be agreed to and documented, through the procurement or project plan process.

Any instrument processed under this clause shall be in accordance with each agency's applicable laws, regulations, and policy requirements.

8. **Smoke Management:**

Within their authorities, the Agencies to this Agreement agree to cooperate in smoke management programs.

VIII. OPERATIONS

For Stafford Act responses, procedures and requirements established in the National Response Framework shall be utilized by Agencies to this Agreement to authorize and accomplish any required response or support tasks. Any agency requesting support pursuant to a Stafford Act response shall issue written instructions and funding limitations to any agency providing cooperation, resources or support. Mobilization activities will be accomplished utilizing established dispatch coordination concepts per the current National Interagency Mobilization Guide.

1. **Closest Forces Concept:**

The guiding principle for dispatch of initial attack suppression resources is to use the closest available resource regardless of which Agency the resources belong, and regardless of which Agency has protection responsibility.

2. **Fire Notifications:**

Each Agency will promptly notify the appropriate Protecting Agency of fires burning on or threatening lands for which that Agency has protection responsibility. Likewise, Protecting Agencies will promptly inform Jurisdictional Agencies whenever they take action on fires for which the Protecting Agency is responsible. Fire reports will be sent to Jurisdictional Agencies within 14 days after a fire is declared out.

3. **Boundary Line Fires:**

A boundary line fire, as defined in Exhibit B, will be the initial attack responsibility of the Protecting Agencies on either side of the boundary. Neither Agency will assume the other Agency is aware of the fire or that the other Agency will take action. Each Agency will make every reasonable effort to communicate with the other concerning the fire. The most qualified individual of the Protecting Agency, arriving first on the fire, will act as Incident Commander. When Protecting Agencies have arrived, the agencies will mutually agree to the designation of an Incident Command organization.

4. **Independent Action:**

Except as otherwise limited in the AOP, nothing herein shall prohibit any Agency, on its own initiative, from going upon lands known to be protected by another Agency to this Agreement to engage in suppression of wildfires, when such fires are a threat to lands that are that Agency's protection responsibility. In such instances, the Agency taking action will promptly notify the Protecting Agency. These Protecting Agencies' actions will be commensurate with the Jurisdictional Agencies' land management considerations, and subject to the laws and regulations of the Jurisdictional Agency.

5. **Escaped Prescribed Fires:**

Wildfire resulting from escaped prescribed fires that were ignited by, managed at the direction of, or under the supervision of the Agencies to this Agreement shall be the responsibility of the Jurisdictional Agency. Unless otherwise agreed, all suppression costs are the responsibility of the Jurisdictional Agency. The Agencies to this Agreement will not hold each other responsible under this clause for escaped prescribed fires originating on private land, or on state or federal lands not protected by one of the Agencies to this Agreement.

If the Agencies to this Agreement conduct a cooperative prescribed fire, the responsibility for suppression costs, should it escape, shall be agreed upon and documented in the project plan.

6. **Wildfire Management Response:**

Response to wildland fire is based on ecological, social, and legal consequences of the fire. The appropriate response to the fire is dictated by:

- The circumstances under which a fire occurs
- The likely consequences to firefighter/public safety and welfare
- The natural/cultural resource values to be protected

Unless otherwise agreed, all suppression costs are the responsibility of the Jurisdictional Agency. The Agencies to this Agreement will not hold each other responsible under this clause for wildland fire managed for resource benefits originating on private land, or on state or federal lands not protected by one of the Agencies to this Agreement. Management response to a wildland fire on federal land is based on objectives established in the Fire Management Plan. A wildfire may be concurrently managed for more than one objective. Unplanned natural ignitions may be managed to achieve Fire Management Plan objectives when risk is within acceptable limits.

If the Agencies to this Agreement choose a management strategy instead of immediate suppression of a wildland fire, the responsibility for suppression costs, should it escape, shall be agreed upon and documented in the Wildland Fire Decision Support System (WFDSS).

7. Delegation of Authority:

The AOP will document procedures and criteria for Agency Administrators to specify direction, authority, and financial management guidelines to Incident Commanders for extended attack incidents.

8. Preservation of Evidence:

As initial action is taken on a fire, the initial attack forces will preserve information and evidence pertaining to the origin and cause of the fire. Protecting and Jurisdictional Agencies shall render mutual assistance in the gathering of evidence to the fullest extent practicable. Affected Agencies will meet to determine an investigation process.

IX. USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

The Use and reimbursement for resources when responding under the Stafford Act shall be governed by the provisions contained in F: Use of and Reimbursement for Shared Resources in Stafford Act Response Actions.

1. Appropriated Fund Limitation:

Nothing herein shall be considered as obligating the Agencies to this Agreement to expend funds, or as involving the United States, the State of North Carolina or the other agencies in any contract or other obligation for the future payment of money in excess of or in advance of appropriated funds available for payment to meet the commitments of this Agreement and modifications thereto, except as specifically authorized by law.

2. Duration of Assignments:

Consideration must be given to the health and safety of personnel when assigned to fires. The Agencies to this Agreement agree that Incident Commanders will release suppression resources to their primary responsibilities as soon as priorities allow. Incident Commanders shall adhere to work/rest policies of respective responding Agencies.

3. Supplemental Fire Suppression and Cost Share Agreement:

A supplemental fire agreement will be approved by the Agency Administer or delegated representative when the incident involves lands of more than one Protecting Agency except as otherwise provided by clauses regarding independent action, and billing procedures.

A Supplemental Fire Suppression and Cost Share Agreement, in order to document cost sharing, may be used for temporary support functions or facilities established during periods of high fire danger or activity as agreed upon by the involved Agencies.

4. Procurement:

The affected Agencies will determine the appropriate procurement procedures that will be utilized.

5. Loaned Equipment and Supplies:

Equipment and supplies, (i.e. commonly used fire cache items such as pumps, hoses, nozzles, etc.) loaned to another Agency shall become the responsibility of that Agency, and shall be returned in the same condition as when received, reasonable wear and tear excepted. As determined by the loaning agency, the receiving Agency will repair or reimburse for damages in excess of reasonable wear and tear and will replace or reimburse for items lost, destroyed, or expended.

6. Licensing:

Drivers and equipment operators will hold appropriate operating licenses to meet state and federal laws. Agency specific

criteria will be listed in the AOP, as appropriate.

7. Training:

The Agencies to this Agreement will cooperate to assure that training is provided that will produce safe and effective fire management and aviation programs. The intent is to champion high quality training, to minimize training costs by sharing resources, and to standardize training.

8. Communication Systems:

The Agencies to this Agreement mutually agree to allow one another the use of communications systems such as radio frequencies, data transmission lines, and communication sites when there is a mutual benefit to the agencies. Such agreement shall be approved only by Agency authorized personnel. Agency limitations will be addressed in the AOP.

9. Fire Weather Systems:

The Agencies to this Agreement will cooperate in the gathering, processing, and use of fire weather data, including the purchase of compatible sensing systems and the joint use of computer software. The Agencies to this Agreement will jointly evaluate and agree to any deletions or additions to the system. National Fire Danger Rating System (NFDRS) is the common and agreed upon fire danger rating system for the Southern Geographic Area.

10. Aviation Operations:

The Agencies to this Agreement agree to cooperate in use of aviation resources to foster effective and efficient use of aircraft and personnel. Refer to the AOP for specific direction in the use of aircraft.

11. Cost Recovery:

Authority to recover suppression costs and damages from individuals causing a fire varies depending on contracts, agreements, permits and applicable laws. The Authorized Representatives of affected agencies will attempt to reach mutual agreement as soon as possible after a fire on the strategy that will be used to recover suppression costs and damages from the individuals liable for such costs and damages. Such strategy may alter interagency billing procedures, timing and content as otherwise provided in this Agreement. Any Agency may independently pursue civil actions against individuals to recover suppression costs and damages. In those cases where costs have been recovered from an individual, reimbursement of initial attack, as well as suppression costs to the extent included in the recovery, will be made to the Agency taking reciprocal action.

X. GENERAL PROVISIONS

1. Personnel Policy:

Employees of the Agencies to this Agreement shall be subject to the personnel rules, laws and regulations of their respective agencies, unless they are employed temporarily by another agency to this Agreement and the authority under which such temporary employment is authorized provides that such employees shall be subject to the employing agency's personnel laws and regulations.

2. Mutual Sharing of Information:

Subject to applicable state and federal rules and regulations, including the Privacy Act, agencies to this Agreement may furnish to each other, or otherwise make available upon request, such maps, documents, GIS data, instructions, records, and reports including, but not limited to, fire reports, employment records, and investigation reports as either Agency considers necessary in connection with the Agreement.

3. Accident Investigations:

When an accident occurs involving the equipment or personnel of a Supporting Agency, the Protecting Agency shall immediately notify the Jurisdictional and Supporting Agencies. As soon as practical, the Protecting Agency shall initiate an investigation of the accident. The investigation shall be conducted by a team made up of representatives from affected Agencies, as appropriate.

4. Purchaser, Contractor, Operator, Permittee, Etc., Fires:

The Protecting Agency will notify the Jurisdictional Agency of any fire suspected to have been caused by a purchaser, contractor, operator or permittee, etc., of the Jurisdictional Agency as soon as it becomes aware of the situation. The Protecting Agency will be responsible for management of the fire under the provisions of this Agreement. Agencies will meet to determine a cost recovery process as outlined in Section: Use and Reimbursement Of Interagency Fire Resources item 11.

Waiver:

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

The Stafford Act shall govern liability issues arising with regard to response actions under that Act.

5. Modifications:

Modifications within the scope of this Agreement shall be made by mutual consent of the Agencies, by the issuance of a written modification, signed and dated by all Agencies, prior to any changes being performed. No Agency is obligated to fund any changes not properly approved in advance.

6. Annual Review:

If deemed necessary, prior to the end of February representatives of the State and Federal Agencies will meet and review matters of mutual concern. Operating plans, at all levels, will be reviewed and revised annually.

7. Duration of Agreement:

The term of this Agreement shall commence on June 21, 2013 and shall remain in effect for five years from that date.

Any Agency shall have the right to terminate their participation under this Agreement by providing 90 days advance written notice to the other Agencies.

8. Previous Agreements Superseded:

This Agreement supersedes the following:

Current agreements and operating plans remain in effect to the extent that they do not conflict with the provisions of this Agreement. But only until such time that all activities and conditions covered by those agreements can be incorporated into annual operating plans provided for under this Agreement, and not later than six months from June 21, 2013.

9. Authorized Representatives:

By signature below, all signatories to this agreement certify that the individuals listed in this document are authorized to act in their respective areas for matters related to this Agreement.

IN WITNESS WHEREOF, the Agencies hereto have executed this Cooperative Wildland Fire Management Agreement.

XI. Signature Pages

NATIONAL FORESTS IN NORTH CAROLINA

FISH AND WILDLIFE SERVICE - SOUTHEAST REGION

FISH AND WILDLIFE SERVICE - NORTHEAST REGION

NC FOREST SERVICE

BUREAU OF INDIAN AFFAIRS - EASTERN REGION

NATIONAL PARK SERVICE - SOUTHEAST REGION

SIGNATURE PAGE

NORTH CAROLINA MASTER COOPERATIVE
WILDLAND FIRE MANAGEMENT

AND

STAFFORD ACT RESPONSE AGREEMENT

US DEPARTMENT OF AGRICULTURE

UNITED STATES FOREST SERVICE

NATIONAL FORESTS IN NORTH CAROLINA

Justin M. Baird
Forest Supervisor

Bonnie Amaral
Grants and Agreements

DATE: *6/5/2013*

DATE: *6/11/13*



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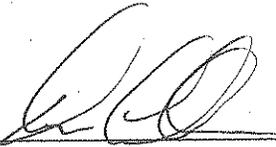
NORTH CAROLINA MASTER COOPERATIVE
WILDLAND FIRE MANAGEMENT

AND

STAFFORD ACT RESPONSE AGREEMENT

US DEPARTMENT OF INTERIOR

FISH AND WILDLIFE SERVICE - SOUTHEAST REGION



Contracting Officer

Chief, Contracting & Grant Services Division

DATE: 5-31-2010



SIGNATURE PAGE

NORTH CAROLINA MASTER COOPERATIVE
WILDLAND FIRE MANAGEMENT

AND

STAFFORD ACT RESPONSE AGREEMENT

US DEPARTMENT OF INTERIOR

FISH AND WILDLIFE SERVICE - NORTHEAST REGION

Scott B. Khan

Ma

Regional Chief
National Wildlife Refuge System

Contracting Officer

DATE: *4/24/2013*

DATE:



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NORTH CAROLINA MASTER COOPERATIVE
WILDLAND FIRE MANAGEMENT

AND

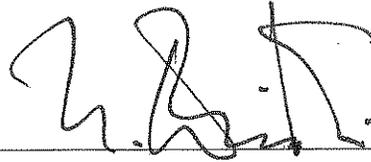
STAFFORD ACT RESPONSE AGREEMENT

NC DEPARTMENT OF AGRICULTURAL & CONSUMER SERVICES

NC FOREST SERVICE



Assistant Commissioner Forest Service



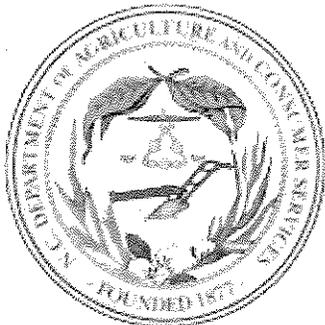
Chief Deputy Commissioner NCDA&CS

DATE:

6-12-13

DATE:

6-3-2013



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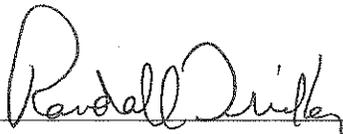
NORTH CAROLINA MASTER COOPERATIVE
WILDLAND FIRE MANAGEMENT

AND

STAFFORD ACT RESPONSE AGREEMENT

US DEPARTMENT OF INTERIOR

BUREAU OF INDIAN AFFAIRS - EASTERN REGION



Acting Regional Director



Contracting Officer
GRANTS

DATE: JUN 19 2013

DATE: 6/19/2013



SIGNATURE PAGE
NORTH CAROLINA MASTER COOPERATIVE
WILDLAND FIRE MANAGEMENT
AND
STAFFORD ACT RESPONSE AGREEMENT
US DEPARTMENT OF INTERIOR
NATIONAL PARK SERVICE - SOUTHEAST REGION


Acting Regional Director

Contracting Officer

DATE: 8/21/13

DATE:



Exhibit A: Principal Project Contacts

The principal project contacts for this instrument are as follows. These points of contact will review this Agreement at least annually.

United States Department of the Interior – National Park Service, Southeast Region

Samuel Larry
Regional Fire Management Officer
Atlanta Federal Center, 1924 Building
100 Alabama St, S.W.
Atlanta GA 30303

Phone: 404-562-3108
Fax: 404-562-3200
Email: Samuel_larry@nps.gov

United States Department of the Interior – Bureau of Indian Affairs, Cherokee Agency

James W Condon
Fire Management Officer
32 Drowning Bear St, PO Box 1959
Cherokee NC 28719

Phone: 828-497-3629
Fax: 828-497-3628
Email: james.condon@bia.gov

United States Department of the Interior – Fish and Wildlife Service, Southeast Region

Pete Kubiak
Southeast Regional Fire Coordinator
1875 Century Blvd NE, Suite 400
Atlanta GA 30345

Phone: 404-679-7244
Fax: 404-679-7272
Email: pete_kubiak@fws.gov

United States Department of the Interior – Fish and Wildlife Service, Northeast Region

Timothy Craig
Fire Management Officer
Great Dismal Swamp Wildlife Refuge
3100 Desert Road
Suffolk VA 23434

Phone: 757-986-3480
Fax:
Email: tim_craig@fws.gov

United States Department of Agriculture – Forest Service

Riva Duncan
Fire Management Officer
160 Zillicoa Street, Suite A
Asheville NC 28801

Phone: 828-257-4284
Fax: 828-257-4804
Email: rrduncan@fs.fed.us

North Carolina Department of Agriculture and Consumer Services – Forest Service

David M Lane
Forest Protection Director
1616 Mail Service Center
Raleigh NC 27699-1616

Phone: 919-857-4838
Fax: 919-857-4806
Email: david.lane@ncagr.gov

Exhibit B: Glossary of Terms

Note that terms relating to Stafford Act responses are found in a separate glossary, Exhibit G.

Boundary Line Fire: Fire occurrences on lands of intermingled and/or adjoining protection responsibilities.

Closest Forces Concept: Dispatch of the closest available initial attack suppression resources regardless of which agency they belong to, and regardless of which agency has protection responsibility.

Escaped Fire: A fire which has exceeded, or is expected to exceed, initial attack capabilities or prescription.

Fee Basis Acquisition of Services: One agency provides fire management services on the lands under the jurisdiction of another and payment is provided for the service. For a given fee, one agency can become the protecting agency for the other. The fee (or cost) is the price for the work agreed to be performed on each acre of land.

Fire Management Activities and/or Services: Any or all activities that relate to managing fire or fuels on lands under the jurisdiction of any agency to this Agreement. Activities include, but are not limited to: suppression, prescribed fire/fuels management, fire analysis/planning, rehabilitation, training, prevention, public affairs, and other beneficial efforts.

Indirect Cost: A fixed percentage rate as determined by a process provided for in the Indirect Cost Negotiation Agreement as in Office of Management and Budget (OMB) Circular A-87, to recover those costs that cannot be directly charged to the project. The rate will be specified in the Statewide Annual Operating Plan.

Initial Attack Period: The first 24 hours, or by written local agreement.

Initial Attack Zone: An identified area in which predetermined resources would normally be the initial resource to respond to an incident.

Interagency: Involvement of two or more agencies to this Agreement.

Offset: Exchange of fire management services in specific locations that is anticipated to be approximately equal value between Agencies.

Operating Plan – Geographic Area: A plan which will include all Geographic Area considerations. This will be developed at the Geographic Area level and approved by the Coordinating Group member agencies.

Operating Plan - Statewide: A plan which will include all statewide considerations. This will be developed at the state level and approved by affected federal, tribal, state and local Coordinating Group member agencies.

Operating Plan – Local Sub-geographic Area: A plan generated at a local sub-geographic level and authorized by Agency Administrators for implementing the Master Cooperative Wildland Fire Management Agreement in their respective areas of responsibilities.

Procurement Documents: Agency specific financial obligation documents.

Protecting Agency: Agency responsible for providing direct incident management within a specific geographical area pursuant to its jurisdictional responsibility or as specified and provide by contract, cooperative agreement, etc.

Protection Area Maps: Official maps which identify areas of direct fire protection responsibility for each agency.

Reciprocal Fire Suppression: Reciprocal fire suppression is the act of helping the Protecting Agency to suppress wildfires at no cost for the first 24 hours or by written agreement. Reciprocity is attained by agreeing among agencies regarding the kind, location and numbers of firefighting resources which will automatically be made available as part of the initial response to a wildfire, regardless of the Protecting Agency. The kind, locations, and numbers of resources which constitute reciprocity are defined in or through local operating plans. Reciprocity may be thought of as the implementing mechanism of the closest forces concept.

Reimbursable Costs: All costs associated with operations and support ordered on a resource order or project plan by or for an incident or project within the provisions of this Agreement. Such costs may include, but are not limited to, the following:

- Agency costs for transportation, salary, benefits, overtime, and per diem of individuals assigned to the incident or project.
- Additional support dispatching, warehousing or transportation services supporting a resource order.
- Cost of equipment use (based upon the most current agency rate) in support of the incident, contract equipment costs and operating costs for agency equipment.
- Operating expenses for equipment assigned to the incident such as fuel, oil, and equipment repairs.
- Aircraft use (based upon the most current agency rate), airport fees, and retardant and other fire chemical costs.

- Agency-owned equipment and supplies lost, damaged, or expended by the supporting agency.
- Cost of reasonable and prudent supplies expended in support of the incident.
- Charges from the state-provided resources such as inmate crews, National Guard resources, and county and local resources.
- Indirect costs will be applied on joint state and federal non-suppression projects.

Supplemental Fire Suppression and Cost Share Agreement: A document prepared to distribute costs on a multi-jurisdictional incident (see AOP).

Supporting Agency: An agency providing suppression or other support and resource assistance to a Protecting Agency.

Third Party: A municipal or rural fire district that does not have a local agreement with a federal agency but is formally recognized by their respective state and has entered into a local agreement with the state for fire management services.

Wildfire: An unplanned, unwanted wildland fire, including unauthorized human-caused fire and escaped prescribed fire, that can be managed for one or more objectives. The objectives can change as the fire spreads.

Wildland Fire: Any non-structure fire, that occurs in the wildland. Two distinct types of wildland fire have been defined and include wildfire and prescribed fire.

NORTH CAROLINA ANNUAL OPERATING PLAN

July 1, 2013 – June 30, 2014

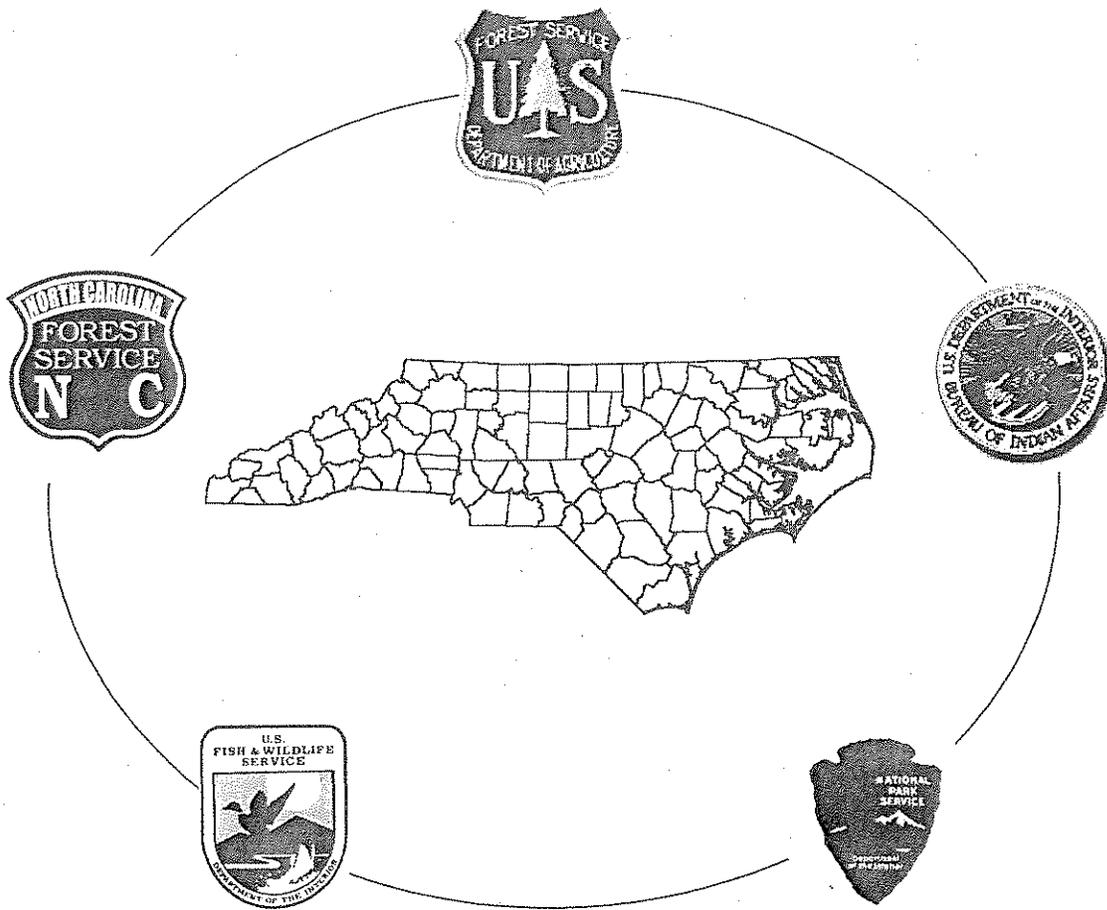
UNITED STATES FOREST SERVICE

UNITED STATES FISH & WILDLIFE SERVICE

NATIONAL PARK SERVICE

BUREAU OF INDIAN AFFAIRS

NORTH CAROLINA FOREST SERVICE



MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE
AGREEMENT

July 1, 2013

ANNUAL OPERATING PLAN

PREAMBLE

This annual operating plan is prepared pursuant to the Master Cooperative Wildland Fire Management and Stafford Act Response Agreement (Master Agreement). This operating plan is valid from July 1, 2013 to June 30, 2014 per the annual review of operating plans mandated in the Master Agreement. Any amendments to the operating plan will go through each agency's approval process.

Local Annual Operating Plans

Local operating plans between the agencies party to this agreement may be made as long as they are within the policy and guidance set forth in the Master Agreement and this Statewide AOP. One example is the "Annual Operations Plan for Northeastern North Carolina between the NCFs, NPS and FWS".

INTERAGENCY COOPERATION

Facilities

Interagency Dispatch Centers:

The North Carolina Forest Service (State), National Forests of North Carolina (NFsNC), United States Fish & Wildlife Service (FWS) and National Park Service (NPS) have separate dispatch centers located across North Carolina. The State maintains a dispatch center (known as CO-Ops) in Raleigh. The NFsNC maintains a dispatch center at their Supervisor's Office in Asheville. The NFsNC Dispatch Center in Asheville, also known as Asheville Dispatch and the North Carolina Interagency Coordination Center (NCICC), currently serves as the interagency state coordination center dispatching for the interagency community.

All participating agencies recognize that the NCICC has responsibility for coordinating interagency fire management activities and planning across the state. Whereas each participating agency will dispatch its own resources across the state throughout their jurisdictional lands and report major changes in resource availability to NCICC.

Dispatches outside the state will be ordered and received through NCICC with the following possible exceptions:

- State Compact Agreement resources being ordered or filled through the State.
- Initial Attack resources may be shared between different agencies on a local geographic level according to pre-arranged agreements.
- Initial attack resources may be shared with different administrative units of the same agency on the local level, but when these cross state lines, such as Great Dismal Swamp NWR and NC Coastal Plain Complex Refuges, NCICC will be notified within 24 hours with these dispatches.

Dispatching and resource orders for events occurring on Great Dismal Swamp NWR will be routed through the Virginia Interagency Coordination Center (VICC) in Roanoke, VA.

Other Fire Control and Related Facilities

The NFsNC has maintenance responsibilities for lookout towers at Joanna Bald and Panther Top.

The NFsNC will maintain Simmons and Cowee Bald Tower and pay all utilities, etc.

The BIA maintains a fire lookout tower at Barnett Knob and provides all maintenance.

Driver's License

Drivers and equipment operators will hold appropriate operating licenses to meet state and federal laws. Employees, (including state sponsored casual hires) of the agencies to this Annual Operating Plan (AOP) may operate each other's vehicles, provided the operator is qualified by the current operating guidelines and training requirements of their own agency. BIA drivers and equipment operators will have BIA background checks and only drivers who meet the BIA background check requirements may operate BIA equipment. Driving will be for official purposes only.

Safety Standards

Each agency to this AOP will follow jurisdictional agency's safety standards. In addition, the State will adhere to its respective safety standards in carrying out mission assignments (i.e. adherence to the State Blackline Policy).

Mobilization and Qualifications

Mobilization plans are maintained by each agency to this AOP. Upon mobilization, it is understood that any state employee or any emergency responder who is trained and carded by the State and dispatched to an incident outside NC will be certified by the State to meet the national qualification standards set forth by the NWCG qualification system (PMS 310-1). On all incidents within North Carolina, each agency to this AOP will honor each other's qualifications. *Reference: Interagency Standards for Fire and Aviation (Red Book) - Qualifications*

PREPAREDNESS

Protection Planning

Federal Agencies shall make State personnel aware of the pre-planned initial attack plans and policies included in the US Forest Service Fire Management Plan (FMP) or the Department of Interior Agency FMP appropriate for the affected administrative unit. This can be done through cooperators meetings, one-on-one contacts or by providing State personnel copies of the Land and Resource Management Plan (LRMP)/FMP. In turn, State personnel will make federal agency personnel aware of State resources and policies.

Each local field unit of the agencies to this AOP will have annual cooperators meetings so that all agencies will know what resources are available, procedures to use, etc. Key emergency contact lists for the federal agencies and the State will be provided to each agency with updates as changes in personnel or contact information occurs.

Protection Areas and Boundaries

Maps of protection and boundary areas are available from each agency to this AOP and are not included in this document.

Mutual Threat Zones

The agencies to this AOP agree to define mutual threat zones along the boundaries of the federal agencies' lands in the state. A mutual threat zone is defined as a geographical area between two or more jurisdictions onto which representatives from these jurisdictions would respond on initial attack. Due to the complexities of boundary locations and maintaining detailed maps on these mutual threat zones, agencies to this AOP agree to define the mutual threat zone as 1/2 mile on either side of the federal agency boundary.

The established mutual threat zone does not change the normal responsibilities of the Agencies to this Agreement. The State is primarily responsible for suppressing fires on state and private lands. A federal agency is primarily responsible for managing fires which may have multiple objectives applicable to the LRMP/FMP on federal lands. The agencies to this AOP have no legislated responsibility for structural fire suppression; however, agencies to this AOP place high priority on protection of lives and structures endangered by wildfires.

When a fire is reported on lands outside the mutual threat zones and not under the jurisdiction of the agency receiving the report, the agency receiving the fire report will notify the agency with jurisdictional responsibility that a fire has occurred. The agency with jurisdictional responsibility will dispatch appropriate fire control resources to the fire or may request assistance from the agency that reported the fire. Requested assistance provided will be reimbursable by the agency having jurisdictional responsibility, if billed.

Mutual Aid

Mutual Aid is any form of free direct assistance from one fire agency in support of another during an emergency, based upon a pre-arrangement between the agencies involved. If the agency having jurisdictional authority requests continued assistance from the initial attack agency, suppression costs are reimbursable after the first 24 hours. If the jurisdictional agency cannot be contacted by the responding agency, suppression action will be continued by the responding agency with reasonable and necessary suppression costs reimbursed by the jurisdictional agency for suppression action taken.

The State's initial attack forces will be the crew (temporary, pre-arranged firefighters or permanent personnel) and equipment normally available within the county where the fire occurs. These forces are considered to be initial attack resources for use in the mutual threat zones, and are non-reimbursable for the first 24 hours. This does not include aerial resources.

The availability of Initial Attack resources for the Federal Agencies will vary according to fire danger and conditions. Lists of these resources will be provided upon request.

Protection, Firefighting Equipment and Facilities Available for Cooperative Use

The agencies to this AOP may loan to each other, without charge, fire suppression and related equipment as needed and if available. Resource order forms will be used to request and document the use of the loaned equipment. The receiving agency shall be responsible for normal maintenance and any repairs made necessary by the borrowing agency's use. The receiving agency should bear any costs related to shipping or handling for securing loaned equipment.

Acquisition of Services

Significant cooperator resources being ordered between State and Federal Agencies will be considered for reimbursement of services. Documented resource orders and appropriate time/equipment/aircraft use forms will be used to construct reimbursement charges for extended attack fires.

Aircraft used on initial attack operations will be reimbursed unless waived by the Agency Administrator of the responding agency. The reimbursement rate for resources will be mutually agreed upon prior to dispatch. Each responding agency will submit invoices as outlined in the "Fire Suppression Billings" section.

Joint Projects and Project Plans

Document joint cooperative projects including objectives, role of each agency, and financial plan when funds are exchanged. *Exhibit E: Supplemental Project and Financial Plan* will be used at a minimum to document each agency's role along with financial obligations.

Fire Prevention Policies

The agencies to this AOP will have periodic planning sessions to coordinate prevention efforts. They will determine the most effective and efficient ways to carry out the prevention plans. This should be carried out at the local field level with support from management.

The Agency Administrators or their designated representatives will coordinate the dissemination of Southern Cooperative Forest Fire Prevention (SCFFP) materials such as press releases, TV and radio spots, etc., prior to fire season to avoid duplication of efforts.

Fire Prevention Education Teams (FPET) are available for dispatch to reinforce local fire prevention education resources and to bring special planning, logistics, and operations expertise relevant to prevention/education during larger, complex severity situations that exceed the capabilities of local organizations. These teams are called out during periods of high fire danger or fire activity, during other natural disasters and all-risk incidents. The standard resource request procedure applies to the FPET.

The State and NFsNC will develop a joint plan for use of Community Protection Program grant funds adjacent to NFsNC lands.

Burning Bans and Closure Orders

The agencies to this AOP will implement and enforce respective closure orders and bans on outdoor burning as empowered by laws and regulations. Before taking such action, agencies will determine the seriousness of the situation and will exercise every reasonable effort to ensure coordinated and simultaneous action.

Prescribed Fire Notification and Hazardous Fuels Management

Agencies to this AOP will notify the adjoining agencies of planned prescribed fire projects. Each agency may assist each other with hazardous fuels mitigation projects as their agency policy allows.

Smoke Management

The State's smoke management guidelines will be followed by all agencies to this AOP. The agencies to this AOP maintain smoke monitoring equipment/stations and will share this equipment as available. Each agency will be responsible for the upkeep and maintenance of their respective equipment/stations.

Training

Each agency will coordinate and cooperate with making emergency response training available to each other. Cost will be kept to a minimum and related to lodging, meals, and supplies needed for the training session. Trainee opportunities on incidents will be made available to each agency as appropriate and in accordance with each agency's policies. When trainees are assigned to an incident a fully qualified person will supervise, coach, and review the trainee's assignment as per agency policy.

Communication Systems:

Radio and Other Electronic Equipment

Agencies to this AOP will provide shared radio frequencies for use by the agencies when assisting the owner agency. Each agency will ensure that the Interagency Air to Ground frequencies are programmed in all agency aircraft. A primary frequency will be identified on the resource order.

Frequencies are listed in

Exhibit I: North Carolina Forest Service Radio Frequencies

Exhibit J: Federal Agencies Radio Frequencies

Exhibit K: NCFS Radio Frequencies Programmed in Aircraft

Agencies to this agreement will allow communication equipment to be located in/on their facilities as allowed under each agencies policies and procedures. See *Exhibit L* for approved list of locations.

Fire Weather Systems

It is the intention of the agencies to this AOP to coordinate fully on fire management activities. This coordination requires that agencies have access to National Weather Service (NWS) spot forecasts and to utilize the NWS generated NFDRS Point Forecasts.

The agencies to this AOP will be responsible for the upkeep and maintenance of their respective remote automated weather stations. The agencies to this AOP make mutual use of each other's automated stations for suppression and prescribed fire. Because of the importance of having these stations monitoring forest conditions year round, mutual assistance can be provided and extended as time permits in order to assure their continued operation.

For station maintenance the State's Remote Automated Weather Station (RAWS) Manager will work directly and annually with the USFS National RAWS Coordinator. This will be specifically accomplished through the National Interagency Fire Center Collection Agreement.

Public Information

It is the intent of the agencies to this AOP to fully cooperate in seeking out media opportunities associated with fire management activities to include the following in instances of ongoing media contacts.

1. Agencies to this AOP will continue to clarify the different agency roles and responsibilities for fire management and other emergency responses to natural disasters.
2. A news release letterhead will be developed that reflects all of the participating agencies. To the extent feasible, this interagency letterhead will be used for all news releases issued by the participating agencies.
3. All news releases and public displays or signs on joint jurisdictional incidents will feature a letterhead containing the logos and names of all jurisdictional agencies.
4. The following guidelines are to be used in dealing with the media in the event of major injuries or fatalities on fires or other incidents. These guidelines will be distributed to personnel responsible for media contacts, appropriate operational resources and fire dispatch personnel.

Each agency's policy states that no specifics about the fatality or major injury be given until:

- a. The next of kin have been notified.
 - b. The appropriate agency notification requirements have been met, and
 - c. The affected Agency Administrator(s) and IC agree that names and general information can be released regarding the injuries or fatalities. The cause of the fatality will not be shared with the media until a Serious Accident Investigation Team (SAIT) lead by the affected agency can meet and their preliminary report is released.
5. In general, agencies to this AOP will pursue opportunities for joint news releases on fire management activities, including, but not limited to, fire prevention messages and cooperative efforts in fire suppression.
 6. When multiple agencies are involved in a joint fire management activity or other incident, or when a news release by one agency is likely to have a direct impact on the other agency, the agencies involved will either issue a joint news release, or as a minimum, coordinate in advance the content and timing of releases. A joint information center (JIC) is recommended for longer duration, critically sensitive or large scale incidents involving multiple jurisdictions.
 7. Do not release names of individuals dispatched to fires away from their home unit unless they give their express permission.

8. When crews are being dispatched through the interagency fire dispatch center, seek out media opportunities to cover crews leaving and returning. Provide Information Officers at airports or other staging areas to facilitate media coverage. When appropriate, seek out agencies to this AOP spokespersons to interact with media on site.

INCIDENT BUSINESS

State Incident Management Teams assigned to federal incidents (Type I and II) will manage the incident business through I-Suite and according to the Interagency Incident Business Management Handbook.

OPERATIONS

Fire Notifications

Agencies will notify protecting agency of any fires detected on such agency's lands as quickly as possible. This includes false alarm and natural out fires as well as fires responded to. The reporting agency will provide adequate information to meet the protecting agency's standards for fire reporting.

Boundary Line Fires

Fires within mutual threat zones may be responded to by either agency's resources. Responders should respect pre-suppression plans, SOP's, and fire management policy and objectives established in the protecting agency's guiding documents (LRMP, FMP, etc.). Agency Administrators or their designated representatives must be notified as quickly as possible in order to ensure resource advisors and fire resources are assigned to assist the responding agency.

Law Enforcement

Agencies to this AOP will coordinate with the other to render mutual assistance in law enforcement activities, the gathering of evidence and in actual court prosecutions to the fullest extent practicable in accordance with the following protocols:

- On fires that start on federal agency property and burn entirely on federal property, the federal agency will lead the investigation and charge suspects.
- On fires that stay entirely on state jurisdictional lands, the State will lead the investigation and charge the suspects
- On multi-jurisdictional wildfires, the affected agencies to this AOP will consult on the investigation and determine which agency will charge any suspects.
- Responding agencies will do everything within their ability to locate and protect the origin of all fires so that cause may be properly investigated and determined. Responding agency will assist with all fire investigations to the extent possible.

Independent Action on Lands Protected by another Agency

Cedar Island National Wildlife Refuge has one permanent staff member and limited initial attack capabilities. On this refuge, the State will make initial responses to wildfires and simultaneously inform the FWS. The FWS will then send fire staff to assist the State and work with the State's resources. The FWS will assume responsibility for incident command on extended attack wildland fires, using a unified command approach when appropriate.

The BIA Cherokee Agency has lands in Cherokee County and Graham County which are a considerable distance from the BIA initial attack resources location. On these lands, the State will make initial response to wildfires and simultaneously inform the BIA Cherokee Agency, Eastern Region at which time a BIA Incident Commander and Initial Attack resources will respond. The BIA, Cherokee Agency, Eastern Region will assume responsibility for wildland fire incidents upon arriving on scene.

Land Management Considerations

The use of Minimum Impact Suppression Tactics (MIST) shall be used on all federal wilderness areas and on all NPS lands. MIST tactics will vary depending on location. Agency Administrator guidance will be sought prior to initiating suppression actions.

USFS: No mechanized equipment (chainsaws, leaf blowers, dozers, etc.) will be used in wilderness areas except by approval of the Forest Supervisor.

Agency guiding documents (LRMP, FMP, etc.) and fire suppression policies will be followed with regards to development of appropriate fire management strategies and tactics on all wildfires. IC's will be trained by the respective agencies to anticipate the need to adjust strategies and tactics on cooperator lands, especially in sensitive areas such as marshes and wetlands or within riparian zones or waterways.

Delivery and reporting of wildland fire chemicals near waterways will follow the policy expressly stated in the Red Book, Chapter 12 and/or the respective agency's Fire Management Plan, if more restrictive than the Red Book.

Federal Wildland Fire Management Policy

Wildfires on federal lands can be concurrently managed with multiple objectives, including both suppression and resource benefits. These objectives can change as the fire spreads across the landscape. Objectives are influenced by values at risk: environmental changes such as fuels, weather, topography; human influences such as social tolerance and understanding; and institutional factors such as governmental jurisdictions having different objectives. The jurisdictional agency will determine the management response to a wildland fire on federal land with direction and objectives identified in the applicable LRMP and/or FMP.

Delegation of Authority

The Agency Administrator for the requesting agency will delegate responsibility to the incoming Incident Management Team according to the Agency Administrator's agency's policies. This delegation will specify the scope of the incoming IC's responsibilities and identify values to protect, resources available, and special considerations for managing the incident, as well as Agency Representatives and Resource Advisors. They will specify whether or not the incoming IC will have Initial Attack responsibility for additional wildland fires within the agency's jurisdiction during the Incident Management Team's assignment. Copies of the FMP, Wildland Fire Decision Support System (WFDSS) document and other agency documents will be made available to the incoming team. In circumstances where an incident is multi-jurisdictional, agency administrators from all affected properties will sign the delegation.

Designation of Authorized Agency Representatives

The representatives authorized to sign this Annual Operating Plan are:

NFsNC	Forest Supervisor, National Forests in North Carolina
State	Chief Deputy Commissioner, NC Dept. of Agriculture & Consumer Services
State	Assistant Commissioner Forestry, Chief Deputy Commissioner
NPS	Park Superintendents
FWS NE Region	Refuge Manager, Great Dismal Swamp NWR
FWS SE Region	Refuge Manager, NC Coastal Plain Refuges Complex (for Fire Districts 1 & 2)
BIA	Cherokee Agency Superintendent

Resource Advisors

Unless otherwise agreed, the jurisdictional agency will provide a resource advisor to advise a responding agency of any special management considerations that may influence suppression action. The cost of this individual shall be paid by the jurisdictional agency. The Incident Commander will incorporate special management considerations into the incident planning process, subject to the delegation of authority.

Reimbursement of Costs and Services for Fire Emergencies

Persons having express authority to incur expenditures under this provision are:

NFsNC	
Coordination Center Manager	Forest Fire Management Officer
Fire Management Staff Officer	District Rangers
Deputy Forest Supervisor	Forest Supervisor

State of North Carolina	
Assistant Commissioner Forestry	Fire Chief/C.O. Ops
State Forester	Regional Directors/Regional Ops
Deputy State Forester	District Forester/District Ops
Forest Protection Director	Administration Section Chief

US Fish & Wildlife Service	
Refuge / Hatchery Managers	Fire Management Officers

USDI National Park Service	
Superintendents	Fire Management Officers
Deputy Superintendents	

USDI Bureau of Indian Affairs	
Regional Director	Deputy Regional Director
Cherokee Agency Forest Manager	Cherokee Agency Fire Management Officer
Cherokee Agency Superintendent	Deputy Superintendent Trust Services

Applicable rates for the following items will be the rate that is currently in use at the time of dispatch.

- Emergency Firefighter (AD) rates as found in the current AD Pay Plan.
- State equipment and aircraft rates as found in the current Southern Area Mobilization Guide.

Reimbursable Services

Reimbursable in-state services will be rendered only at the request of the other agency. Out-of-state reimbursable services will be rendered at the request of the designated officials in the agencies to this AOP. In all cases, personnel salaries and overtime for agencies to this AOP will include the costs of retirement, Social Security, health insurance and other similar costs that the respective agency is normally responsible for paying. The salary rates, including all of these additional costs, will be those current at the time of the rendered services.

Personnel of agencies to this AOP will complete, maintain, and provide daily documentation on all incidents. This will include at a minimum, unit logs, and daily time reports showing hours worked and equipment use records for equipment showing hours/mileage operated. Additional forms may be required depending on incident requirements.

State Crews or Single Resources Dispatched as Federal Employees (Administratively Determined - AD)

State employee(s) and emergency responders sponsored by the State, will process expenses for reimbursement in accordance with stipulations of the current pay plan for emergency workers. State employee(s) and emergency responders sponsored by the State, hired as casual ADs will follow federal direction for reimbursement of travel expenses based on the nature of the reimbursement. The AD paperwork for State employees will be provided by the State to the NFsNC Fire Business Manager by January 31st.

State Crews or Single Resources Dispatched as State Employees

When State personnel are dispatched to federal agency incidents as state employees, the State will be reimbursed for their salaries, fringes, overtime, and state per diem at the current rates. The federal agency will reimburse the State when employee's travel expenses, lodging, meals, etc. are handled by the State. No travel advances from the federal government will be made.

Out of State Dispatching

When the federal agency needs the services of the State's equipment, supplies and/or personnel dispatched on state time for incidents outside of North Carolina, the NCICC Dispatcher in Asheville shall make the request through the State's Raleigh Office. State equipment rates do not include operator cost. Reimbursement for these services will be through the same procedures under this AOP as for in-state reimbursable services. State personnel dispatched out of state as Federal ADs are authorized to operate State equipment.

Invoicing

All bills for state assistance to a federal agency should be submitted no later than 60 days after the incident (or an obligation estimate by September 30 if the detail ends less than 60 days before this date). If the State cannot meet the 60-day requirement the federal agency will be notified with an expected invoicing date. The State may submit partial bills for incidents of long duration.

The federal agency shall bill the State within 60 days after the incident. All billing must be completed prior to May 15. If an incident is in progress during the May 15-June 15 period and the federal agency is planning to bill the State for costs, an estimate of costs will be submitted to the State Office by June 15. When the federal agency participates on State incidents under the reimbursable part of this AOP, the State will pay all expenses such as salaries, overtime, per diem, travel, etc at the current Federal Agency rates.

As per federal travel policy, all State personnel dispatched as federal ADs must submit travel vouchers no later than 5 days after return from assignment.

Federal agencies will not bill each other for fire suppression support.

Bills for Federal Agency assistance to the State shall be sent to:

NCFS Budget Officer
North Carolina Forest Service
1616 Mail Service Center
Raleigh, NC 27699-1616

Payments to the State shall be made to:

NCFS Budget Officer
North Carolina Forest Service
1616 Mail Service Center
Raleigh, NC 27699-1616

Bills for State assistance to the US Forest Service shall be sent to:

Fire Management
USDA Forest Service
160 Zillicoa Street, Suite A
Asheville, NC 28801

Payments to the US Forest Service shall be made to:

USDA Forest Service
C/O Citibank
P.O. Box 894183
Los Angeles, CA 90189-4183

Bills for State assistance to the US Fish & Wildlife Service shall be sent to:

District 1 Fire Management Officer
Alligator River NWR
PO Box 1969
Manteo, NC 27954

Fire Management Officer
Virginia-West Virginia Zone
Great Dismal Swamp NWR
3100 Desert Rd, Suffolk, VA 23434

Payments to the US Fish & Wildlife Service – Southeast Region, shall be made to:

US Fish & Wildlife Service
1875 Century Blvd, Suite 310
Division of Contracting & General Services
Atlanta, GA 30345

Payments to the US Fish & Wildlife Service – Great Dismal Swamp NWR, shall be made to:

US Fish and Wildlife Service
Great Dismal Swamp National Wildlife Refuge
Fire Management Office
3100 Desert Rd
Suffolk, VA 23434

Bills for State agencies assistance to the BIA shall be sent to:

BIA Cherokee Agency
P.O. Box 1959
Cherokee, NC 28719

Payments to the BIA shall be made to:

BIA-Division of Fiscal Service
2051 Mercator Drive
Reston, VA 20191

Bills for State assistance to the NPS shall be sent to:

Blue Ridge Parkway
199 Hemphill Knob Road
Asheville, NC 28803

Cape Hatteras National Seashore
1401 National Park Drive
Manteo, NC 27954

Appalachian National Scenic Trail
P. O. Box 50
Harpers Ferry, WV 25425

Cape Lookout National Seashore
131 Charles Street
Harkers Island, NC 28531

Carl Sandburg Home National Historic Site
81 Carl Sandburg Lane
Flat Rock, NC 28731-8635

Great Smoky Mountains National Park
107 Park Headquarters Road
Gatlinburg, TN 37738

Guilford Courthouse National Military Park
2332 New Garden Road
Greensboro, NC 27410-2355

Moore's Creek National Battle Field
40 Patriots Hall Drive
Currie, NC 28435

Payments to the NPS shall be sent to:

Blue Ridge Parkway
199 Hemphill Knob Road
Asheville, NC 28803

Cape Hatteras National Seashore
1401 National Park Drive
Manteo, NC 27954

Appalachian National Scenic Trail
P. O. Box 50
Harpers Ferry, WV 25425

Cape Lookout National Seashore
131 Charles Street
Harkers Island, NC 28531

Carl Sandburg Home National Historic Site
81 Carl Sandburg Lane
Flat Rock, NC 28731-8635

Great Smoky Mountains National Park
107 Park Headquarters Road
Gatlinburg, TN 37738

Guilford Courthouse National Military Park
2332 New Garden Road
Greensboro, NC 27410-2355

Moore's Creek National Battle Field
40 Patriots Hall Drive
Currie, NC 28435

For agencies to this AOP, backup documents, such as Emergency Firefighter Time Reports showing hours worked, agencies to this AOP time reports for time worked on home units during the same pay period, Equipment Use Records, Flight Use Invoices, etc., will be kept for auditing purposes on file at the respective billing office.

The following persons listed for each agency's fiscal operations will be the primary contacts for billings or related problems:

US Forest Service - National Forests in North Carolina

Fire Business Manager	828-257-4265
-----------------------	--------------

US Fish & Wildlife Service

Helen Czernik	252-473-1744 extension 21
Don Calder (Southeast Region)	404-679-4058
Tim Craig	757-986-3480
Tifani Holt	413-253-8272

Bureau of Indian Affairs

Cheryl Battle	703-390-6477
---------------	--------------

North Carolina Forest Service

Administrative Service Section Chief	919-857-4853
Incident Business Advisor	919-857-4845

National Park Service

Blue Ridge - Contracting Officer	828-348-3417
Cape Hatteras	252-473-2111
Cape Lookout	252-728-0708
GRSM Fire Program Management Assistant	865-436-1304

Fire Suppression Billings

Provide as a minimum on each invoice/bill:

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

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

Contested Billings

Written notice that a bill is contested will be mailed to the billing agency within 60 days of issuance of the final bill and will fully explain the contested items. Contested items will be resolved not later than 60 days following

receipt of the written notice. The uncontested portion of the bill will be paid and a new bill will be issued for the contested amount.

Obligations

For obligation purposes, the federal agency will submit unpaid obligation figures to the State by May 1. The State will submit unpaid obligation figures to the Federal Agencies by September 1 for the current billing year. Incident name, date, incident number and federal job code and override code will be submitted on all obligations.

Fee Basis Acquisition of Services

Not applicable.

Non-Suppression (e.g., Fuel Treatment) Billing

The agencies to this AOP may bill for activities not related to fire suppression within their authorities. For example, within existing legal authorities, this may include reimbursement to the State for expenses incurred in accepting dispatches in response to non-wildfire emergencies. Billing arrangements for such activities will be documented on procurement documents or project plans and an indirect cost rate will be assessed. Provisions described above also apply to these billings. Billings will outline services performed and include a copy of, or reference, the applicable operating plan (See Exhibit E for Supplemental Project and Financial Plan).

Third Party Payments

Third parties may be used for fire management services by the agencies to this AOP, when agreed to by the affected agencies. Resource orders for third party personnel and equipment will be made through and tracked by the parent agency. To receive payment for services rendered, the third party will submit all billing invoices to their parent agency. Each invoice shall contain a "remit to address" and a "tax ID" number. All third party invoices will be sent to the parent agency within 120 days of completion of the fire management services, unless a written request for an extension has been granted by the parent agency. For federal fire management services, the third party shall comply with the above stated billing requirements. The State, after ensuring that the conditions of the local agreement have been complied with, will submit the invoice to the appropriate federal agency and request that payment is made directly to the third party. Upon receipt of the invoice from the state, the federal agency may make payment as requested.

Electronic Funds Transfer (EFT)

The State shall maintain an ability for Electronic Fund Transfer through which a federal payment may be made in accordance with U.S. Treasury Regulations, Money, and Finance at 31 CFR 208.

In order to receive EFT payments, the State shall register in the System for Award Management (SAM) at www.sam.gov and follow the instructions on line. For assistance, contact the Federal Service Desk (FSD) at 866-606-8220 or www.fsd.gov.

Reimbursement: Payments shall be made by Electronic Fund transfer (EFT). The reimbursement by the Bureau to the State for State resources providing Wildland Fire Protection Services for Trust/Restricted Lands within the Protection area will be on a fire by fire basis. The State will provide documentation through quarterly invoicing /reporting. Invoices may be filed throughout the fiscal year for work performed from October 1, 2013 thru September 30, 2014. The State will mail completed fire reports to:

Bureau of Indian Affairs
Eastern Regional Office
Attn: Fire and Aviation Management
545 Marriott Drive, Suite 700
Nashville, TN 37214

The Bureau will review invoices and upon acceptance, will issue a modification to the agreement to obligate funds. Upon modification of the agreement The State will be notified to submit itemized invoicing calculations via the Automated Standard Application for Payments (ASAP) system to request payment.

Interagency Air Operations - In State

General

Aircraft and locations are listed in *Exhibit M*. Prior to initiating requests for any State aircraft, the Federal agency will ensure that an imminent threat exists to life and property and that no similar service from the private sector is reasonably available to meet the threat. The form entitled Public /Civil Aircraft Utilization Dispatch Work Sheet /

Documentation Record will be used when requesting State aircraft, see *Exhibit N*.

Requests for aircraft assistance for in-state incidents will be made through the appropriate State Regional or Raleigh Office Operations Officer and the appropriate federal agency dispatcher as per standard interagency dispatching procedures.

Costs for personnel, equipment, and aircraft are at the applicable rates on file with each respective agency to this Agreement and are the current rates at time of use.

Reimbursement for air tanker drops will be for actual flying time to and from fires and retardant costs. When the receiving Agency specifically requests the relocation of aircraft the receiving agency will pay ferry flight costs.

Whenever the MAFFS unit loads at a federal tanker base and drops on State fires outside the mutual threat zone, the State will reimburse the federal agency at the current rate for retardant.

Air Tankers

The federal air tankers based in Lake City, Florida, Chattanooga, Tennessee, and Fort Smith, Arkansas, are also available for State use. Additionally, the airport in Kinston, NC is a federally approved reload base.

The State maintains 4 single engine air tankers (SEATs) at the Global TransPark Kinston (ISO), NC.

USFS Portable Air Tanker Bases (PATB) – either National Contract or USFS owned will be ordered through Asheville Dispatch. If requested by the State, all associated costs will be borne by the State and will be the responsibility of the State until returned. The State has a 5,000-gallon PATB based in Lexington, NC (District 10). To request this unit NCICC will contact CO OPs. The reimbursement for personnel is outlined in the section entitled “Reimbursable Services.” The reimbursement for the equipment and retardant is contained in the State equipment rates book or as negotiated prior to dispatching of the PATB.

Patrol/Detection/Lead Plane Aircraft

Federal agency contract detection or patrol planes may be based at several locations in the state as deemed necessary. Federal or state lead planes may be assigned to active fires.

The State’s detection or patrol planes are normally based at Asheville, Hickory, Kinston, New Bern, Rockingham, Sanford, Whiteville, Fairfield, and Lumberton. The plane nearest the need will be used when possible.

The NPS Cessna 206 stationed at Cape Hatteras National Seashore, may be used for wildland fire management assignments subject to availability.

The requesting agency shall reimburse the providing agency for actual personnel costs for each mission and for actual agency per diem or other expenses related to travel (including flight time) away from the home base of the aircraft, including the travel costs for replacement flight crews. Flight hour rates will be reimbursed at the rate applicable at the time of use.

Helicopters

State Helicopters

The State maintains helicopters at Kinston, Lumberton, and Hickory.

For emergency situations, helicopter support may be provided to the federal agency on in-state fires by Asheville Dispatch ordering through the State’s Regional or Raleigh Office Operations Officer. Operating costs for flight time for these helicopters will be the rates applicable at the time of use. The federal agency shall reimburse the State for services to include flight time as well as personnel and equipment costs, State per diem and other expenses related to travel away from the home base, including the travel costs of replacement flight crews.

For non-emergency situations, the use of federally carded State helicopters is not allowable.

Federal Helicopters

Agency owned and contracted helicopters are stationed at various locations throughout the Southern Region. Daily availability costs may or may not be charged to the requesting unit. Reimbursement for services may include all costs under the applicable contract.

Interagency Air Operations - out-of-state

When a federal agency needs the services of any State-owned aircraft outside the State, the NCICC Dispatcher in Asheville shall make the request through the State’s Central Office Operations Center. Reimbursement for services will include all costs contained within the Southern Area Mobilization Guide.

Initial Attack

In Mutual Threat Zones

When Agencies to this Agreement have resources available, they may take initial attack actions on fires within the mutual threat zone. This may be based on the closest force concept if the fire managers involved from each agency agree on the actions to be taken. When an agency makes the initial attack on a fire that would normally be considered the primary responsibility of the other agency, the agency primarily responsible will take over the fire as soon as possible after initial attack. These forces are considered to be initial attack resources for use in the mutual threat zones, and are non-reimbursable for the first 24 hours. The State's pre-arranged firefighters stationed within a county are considered part of initial attack resources in that county. This does not include aerial resources.

Outside Mutual Threat Zone

When a fire is reported to an agency to this AOP on lands outside the mutual threat zones and not under the jurisdiction of the agency receiving the report, the agency receiving the fire report will notify the agency with jurisdictional responsibility that a fire has occurred. The agency with jurisdictional responsibility will dispatch appropriate fire control resources to the fire or may request assistance from the agency that reported the fire. If requested assistance is provided, suppression costs will be reimbursable by the agency having jurisdictional responsibility. Each agency will bill at their agency's current resource rate.

Agencies to this Agreement will make a wildfire response consistent with the jurisdictional agency's fire management policy and land and resource management plans to all wildland fires. They may take an immediate initial attack action on any fire it discovers, irrespective of jurisdictional responsibility. Fires will be immediately reported to the agency having jurisdiction. The jurisdictional agency will dispatch resources to replace the initial attack resources or may request continued assistance. If the agency having jurisdictional authority requests continued assistance from the initial attack agency, suppression costs are reimbursable. If the jurisdictional agency cannot be contacted by the responding agency, suppression action will be continued by the responding agency and services rendered may be billed by the responding agency. Each agency will bill at their agency's current resource rate.

Joint Jurisdictional Fires

Joint jurisdictional fires are those fires burning on two or more jurisdictions and which start outside of the mutual threat zone, burn beyond the mutual threat zone, or require suppression action beyond the first 24 hours within the mutual threat zone.

Extended Attack

Joint Jurisdiction Fires Procedures on Extended Attack Incidents

The Unified Command organization should be used when it is more effective and efficient. Some examples of when to establish Unified Command are:

- Joint fires burning on lands where two or more agencies to this AOP have responsibility
- Two or more Agencies to this Agreement have significant values at risk
- Significant resources committed by agencies to this AOP

The decision to use the Unified Command organization will be made by the jurisdictional agency's Agency Administrator with guidance from their fire management staff. Pre-determined situations where Unified Command will automatically be invoked for initial attack and Type 3 extended attack situations will be discussed and determined at local, regional or other cooperator meetings.

Except for non-reimbursable initial attack resources specified previously, costs, if billed, shall be apportioned by acreage burned within each agency's jurisdiction or another method agreeable to affected agency administrators and documented in *Exhibit D: Supplement Fire Suppression and Cost Share Agreement*. The agency that has borne more than its apportioned share of the costs shall bill the other agency for the difference between its expended costs and its apportioned share of total costs. To the extent practicable, the agencies shall agree on the resources needed to meet overall suppression objectives. However, this does not preclude an agency committing additional resources to meet its needs, in which event, that agency shall bear the cost of that added resource.

Resource Ordering:

Agencies to this AOP shall coordinate with each other prior to ordering resources for another agency's fire. It is recommended that to alleviate ordering and resource tracking issues all resources should be ordered from a single

dispatch center when possible. When this is not possible and separate dispatch centers are used for whatever reason, ordering managers from each jurisdictional agency may be used to coordinate.

Ordering High Cost Resources:

An Incident Commander must get the approval of the jurisdictional agency before ordering high cost resources such as Incident Management Teams, large air tankers, type 1 helicopters, and high altitude infrared photography. Aircraft cost are always reimbursable.

Local Contact Information

Contact information is available in *Exhibit O: Local Contact Information*.

ANNUAL OPERATING PLAN SIGNATURE PAGES

NATIONAL FORESTS IN NORTH CAROLINA

FISH AND WILDLIFE SERVICE - SOUTHEAST REGION

FISH AND WILDLIFE SERVICE - NORTHEAST REGION

NC FOREST SERVICE

BUREAU OF INDIAN AFFAIRS - EASTERN REGION

CAPE LOOKOUT NATIONAL SEASHORE

CAPE HATTERAS NATIONAL SEASHORE

MOORES CREEK NATIONAL BATTLEFIELD

CARL SANDBURG HOME NATIONAL HISTORIC SITE

GUILFORD COURTHOUSE NATIONAL MILITARY PARK

BLUE RIDGE PARKWAY

GREAT SMOKY MOUNTAINS NATIONAL PARK

SIGNATURE PAGE

NORTH CAROLINA ANNUAL OPERATING PLAN

July 1, 2013 – June 30, 2014

US DEPARTMENT OF AGRICULTURE

UNITED STATES FOREST SERVICE

NATIONAL FORESTS IN NORTH CAROLINA

*** Per USFS Grants & Agreements – AOP covered by Master Agreement signature*

SIGNATURE: Kristin M. Bail DATE: 8/15/2013

PRINT NAME: Kristin Bail TITLE: Forest Supervisor



SIGNATURE PAGE

NORTH CAROLINA ANNUAL OPERATING PLAN

July 1, 2013 – June 30, 2014

US DEPARTMENT OF INTERIOR

FISH AND WILDLIFE SERVICE - SOUTHEAST REGION

SIGNATURE: *Mike Bryant*

DATE: 05/21/13

PRINT NAME: Mike Bryant

TITLE: Project Leader

NC Coastal Plain Refuges Complex



SIGNATURE PAGE

NORTH CAROLINA ANNUAL OPERATING PLAN

July 1, 2013 – June 30, 2014

US DEPARTMENT OF INTERIOR

FISH AND WILDLIFE SERVICE - NORTHEAST REGION

SIGNATURE:



DATE:

6/24/2013

PRINT NAME:

Alan Stratton

TITLE:

RPMC



SIGNATURE PAGE

NORTH CAROLINA ANNUAL OPERATING PLAN

July 1, 2013 – June 30, 2014

NC DEPARTMENT OF AGRICULTURAL & CONSUMER SERVICES

NC FOREST SERVICE

SIGNATURE:



DATE: 6.3.2013

PRINT NAME:

N. David Smith

TITLE:

Chief Deputy Commissioner

SIGNATURE:



DATE:

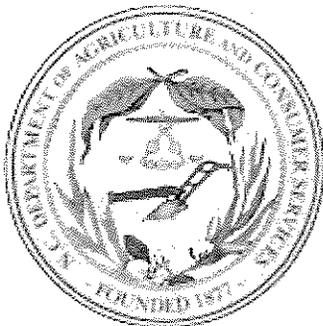
6-12-13

PRINT NAME:

Scott Bissett

TITLE:

Assistant Commissioner



SIGNATURE PAGE

NORTH CAROLINA ANNUAL OPERATING PLAN

July 1, 2013 – June 30, 2014

US DEPARTMENT OF INTERIOR

BUREAU OF INDIAN AFFAIRS - EASTERN REGION - CHEROKEE AGENCY

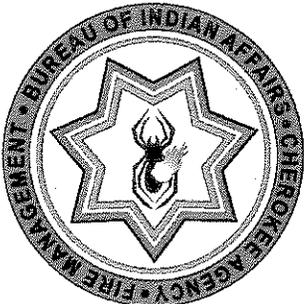
SIGNATURE: *Darlene Whitetree* DATE: *6/21/2013*

PRINT NAME: Darlene Whitetree TITLE: Superintendent

BUREAU OF INDIAN AFFAIRS - EASTERN REGIONAL OFFICE

SIGNATURE: *Randall Trickey* DATE: JUN 19 2013

PRINT NAME: (Sgd) Randall Trickey TITLE: Acting Regional Director



SIGNATURE PAGE

NORTH CAROLINA ANNUAL OPERATING PLAN

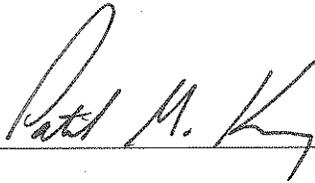
July 1, 2013 – June 30, 2014

US DEPARTMENT OF INTERIOR

NATIONAL PARKS SERVICE

CAPE LOOKOUT NATIONAL SEASHORE

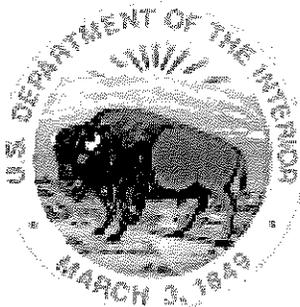
SIGNATURE:



DATE: July 25, 2013

PRINT NAME: Patrick M. Kenney

TITLE: Superintendent



SIGNATURE PAGE

NORTH CAROLINA ANNUAL OPERATING PLAN

July 1, 2013 – June 30, 2014

US DEPARTMENT OF INTERIOR

NATIONAL PARKS SERVICE

CAPE HATTERAS NATIONAL SEASHORE

SIGNATURE:



DATE:

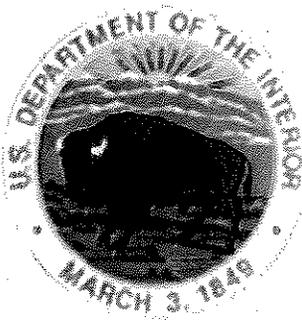
4/21/13

PRINT NAME:

Barclay Trimble

TITLE:

Superintendent



SIGNATURE PAGE

NORTH CAROLINA ANNUAL OPERATING PLAN

July 1, 2013 – June 30, 2014

US DEPARTMENT OF INTERIOR

NATIONAL PARKS SERVICE

MOORES CREEK NATIONAL BATTLEFIELD

072213

SIGNATURE: *Ricardo P. Perez*

DATE:

PRINT NAME: Ricardo P. Perez

TITLE: Superintendent



SIGNATURE PAGE

NORTH CAROLINA ANNUAL OPERATING PLAN

July 1, 2013 – June 30, 2014

US DEPARTMENT OF INTERIOR

NATIONAL PARKS SERVICE

CARL SANDBURG HOME NATIONAL HISTORIC SITE

SIGNATURE:

H. J. Brandyburg

DATE: May 21, 2013

PRINT NAME:

H. Tyrone Brandyburg

TITLE: Superintendent



SIGNATURE PAGE

NORTH CAROLINA ANNUAL OPERATING PLAN

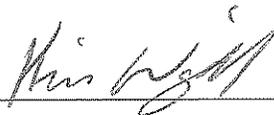
July 1, 2013 – June 30, 2014

US DEPARTMENT OF INTERIOR

NATIONAL PARKS SERVICE

GUILFORD COURTHOUSE NATIONAL MILITARY PARK

SIGNATURE:



DATE: 05/21/13

PRINT NAME: Kevin Wyrick

TITLE: Chief Ranger



SIGNATURE PAGE

NORTH CAROLINA ANNUAL OPERATING PLAN

July 1, 2013 – June 30, 2014

US DEPARTMENT OF INTERIOR

NATIONAL PARKS SERVICE

BLUE RIDGE PARKWAY

SIGNATURE: *Monika Mayr*

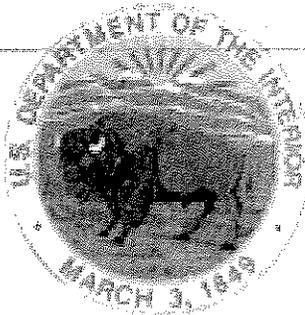
DATE: *5-28-13*

MONIKA MAYR

Acting Superintendent, Blue Ridge Parkway

PRINT NAME:

TITLE:



SIGNATURE PAGE

NORTH CAROLINA ANNUAL OPERATING PLAN

July 1, 2013 – June 30, 2014

US DEPARTMENT OF INTERIOR

NATIONAL PARKS SERVICE

GREAT SMOKY MOUNTAINS NATIONAL PARK

SIGNATURE:

C F Jordan

DATE:

5/24/13

PRINT NAME:

Clayton F. Jordan

TITLE:

Act'g Dep. Superintendent



Exhibit D: Supplement Fire Suppression and Cost Share Agreement

Instructions

Cost Share Agreements will be negotiated between agencies involved in specific on-the-ground fire suppression activities. These Agreements are necessary when more than one jurisdictional responsibility for fire protection is affected by the placement of the fire. The Agreement will not affix liability for fire cost payment by any agency based upon responsibility for the fire origin. The designated representatives of each agency with forces on the fire are responsible for completing and signing the Cost Share Agreement.

1. List the fire name agreed upon by agencies involved.
2. Give the origin or best estimate of origin location by legal description.
3. Estimate the size at the time of the Cost Share Agreement.
4. List the agencies involved in fire suppression operations and respective agency fire numbers.
5. List the date and time that the Agreement is in effect. That time could be prior to or following the time that negotiations are made for the Agreement.
6. Check the appropriate command structure for the fire.

UNIFIED COMMAND – A method for all agencies with jurisdictional responsibility to contribute to determining the overall objectives for the incident; interagency ICS team structure.

SINGLE COMMAND STRUCTURE – One agency manages the incident with liaison and concurrence of objectives from other involved agencies.

7. Agree upon the cost share method. Fire suppression costs will be determined from the information supplied in this item. There are several ways to determine the best cost share mix. A, B, and C are typically used on smaller, less complex incidents; D and E on larger, more complex incidents.
 - A. Each agency pays for its own resources – fire suppression efforts are primarily on jurisdictional responsibility lands.
 - B. Each agency pays for its own resources – services rendered approximate the percentage of jurisdictional responsibility, but not necessarily performed on those lands.
 - C. Percent of acreage – each agency pays a percentage of the total costs based on the percent of total acres burned by ownership or agency jurisdictional responsibility.
 - D. Level of effort - each agency pays a percentage of the total costs based on the percent of effort for a fire. Costs are given as percentages by agency; for example, 45% of the cost for one day could be on USFWS jurisdictional lands and 55% of the costs for that day's work could be state jurisdictional lands. The level of effort may fluctuate daily, requiring operations to determine the percent of effort at the end of each day. Division establishment by the Plans Section Chief and/or Operations Section Chief will require additional thought to make sure each division break maximizes jurisdictional boundaries as well as promotes ease of tracking the percent work effort. The cost will be based on I-Suite or state cost estimates as agreed by representatives for each agency.
 - E. Cost by Geographic Division (for larger, multi-day incidents) – each agency pays for the actual resources on land protected by the agency. This method relies upon daily agreed to cost estimates, using Incident Action Plans (IAP) or other means to determine multi-Agency contributions. At the end of each shift, operations should verify the resources that actually worked on each division. The daily IAP's 204s are reviewed with adjustments made to that morning's forecasted work assignments. Reimbursements can be made upon estimates instead of actual bill receipts.
8. All cost will be shared as identified in item seven, unless specified otherwise. These costs could include air operations, incident command posts, etc.

The following are not reimbursable:

- Tort claims or compensation for injury costs are the responsibility of the jurisdictional agency.
- Non suppression rehabilitation costs are the responsibility of the jurisdictional agency.
- Non-expendable property purchases will be the responsibility of the agency making the purchase.

Reimbursable costs that should be addressed include costs associated with operations and support ordered on a resource order by or for an incident. For each item, indicate the specific documentation and/or process for allocating costs. Such costs may be grouped by cost center and may include, but are not limited to:

- Support dispatching, warehousing, or transportation services supporting a resource order.
- Aircraft, airport fees, and retardant costs.
- Cost of reasonable and prudent supplies expended in support of the incident.
- Agency-owned equipment and supplies lost, damaged, or expended.
- Costs for transportation, salary, benefits, overtime, and per diem of individuals assigned to the incident.
- Charges for state controlled resources and county and local resources.

The expense categories that should be considered in this agreement:

- Fireline Resources: Dozers, engines, fallers, transports, water tenders, hand crews, line overhead.
- Fire Camp Operations and Support: Overhead, buses, camp crews, communications, food, refrigerator units, showers, toilets, water trucks, cache supplies, rescue/med, camp facility.
- Air Support: Helicopters, (with support) air tankers.
- Cost apportionment by period (i.e. state mobilization or conflagration, Fire Management Assistance Grant declaration, additional jurisdictional involvement).

9. Signatures of authorized personnel. List any attachments to the agreement. Give the date of the last revision or former Supplemental Agreement for the same fire.

Cost Share Agreement (Template)

The purpose of this agreement is to provide for a coordinated cooperative fire suppression operation on this fire and to describe the cost divisions. This agreement is a supplement to the Master Cooperative Wildland Fire Management and Stafford Act Agreement between the agencies listed.

1. Fire Name: _____ Fire Start Date: _____ Start Time: _____

2. Origin: Jurisdiction: _____ Coordinates: _____

3. Estimated Size: _____ Acres (at the time of agreement preparation)

4. Agency Fire # Accounting Code _____

Agency _____ Fire # _____ Accounting Code _____

5. This agreement becomes effective on: _____ at _____ and remains in effect until amended or terminated.

6. Overall direction of this incident will be by () Unified Command, or by () Single Command structure. Attach ICS 203 Organization Assignment List at the time of agreement preparation.

7. Cost Share Agreement Method: _____

Geographic responsibility (if appropriate) by Agency is defined as follows:

Agency _____ Geographic Responsibility: _____

8. All cost will be shared as identified in item seven, unless specified below: (These costs could include air operations, incident command posts, etc.).

Fire Suppression COSTS will be divided between Agencies as described:

Expense Categories:	Agency	Agency	Agency

9. Agency Signatures:

Agency	Agency	Agency
Signature	Signature	Signature
Title	Title	Title
Date	Date	Date

List of Attachments (if any)

SUPPLEMENTAL NUMBER _____
TO MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AGREEMENT

I. INTRODUCTION

Brief description, where located, status of environment analysis, status compliance if applicable, design/specifications status.

List authorizing law (Examples: Reciprocal Fire Protection Act, 42 U.S.C. 1856 or Cooperative funds and Deposits Act, PL 94-148)

II. SCOPE AND DURATION

The description of this project is to _____. It is anticipated that this project will begin _____ and will end _____.

III. PRINCIPAL CONTACTS

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

Name

Address

Telephone

FAX

IV. DETAILED PROJECT DESCRIPTION

- A. Specific duties and tasks to be performed. Identify desired end results.
- B. Identify tools and equipment needed and who will supply them.
- C. Identify size of crew and who will be providing transportation
- D. Other

V. SUPERVISION AND TECHNICAL OVERSIGHT

VI. REIMBURSEMENT

Describe any relevant reimbursement and billing procedures, including who to send payment to and billing address.

VII. FINANCIAL PLAN

Exhibit F: Use Of and Reimbursement for Shared Resources in Stafford Act Response Actions

Stafford Act Declarations: Transfers performed for this Agreement are under the Disaster Relief Act, 42 U.S.C. § 5147. This Agreement is automatically incorporated by reference into any Resource Order that is issued under it, constituting a binding obligation. The billings, inclusive of copies of this Agreement, the Mission Assignment and subsequent Resource Order(s), and expenditure documentation, will define the specific services, supplied goods and costs (by sub-object class code) for each order, and subsequent obligation and payment.

Reimbursement payments for all-hazard incident response activities will be accomplished by submission of billings, which are inclusive of copies of the Resource Orders that reflect the Mission Assignment- requested services and goods, and the expenditure back-up documentation, to the primary Emergency Support Function (ESF) agency (i.e. the agency to issue the mission assignment or sub-tasking). The primary ESF agency will review, approve the documentation, and return to the sub-tasked agency for forwarding to Federal Emergency Management Agency (FEMA) for reimbursement.

Federal Reimbursable Assistance: Federal Reimbursable Assistance resources must be requested by the primary ESF Federal agency or supplied through established dispatch systems and must be recorded by the Mission Assignment and subsequent Resource Order process. Resources not documented in this manner are not reimbursable. Funds to cover eligible expenses will be provided through and limited by reimbursement from FEMA. Expenditures eligible for reimbursement for Federal Agencies in accordance with 44 CFR 206, subpart A, section 206.8 paragraph c include:

- a) Overtime, travel and per diem of permanent Federal agency personnel.
- b) Wages, travel and per diem of temporary Federal agency personnel assigned solely to performance of services directed by the FEMA Associate Director or the FEMA Regional Director in the major disaster.
- c) Cost of work, services, and materials procured under contract for the purposes of providing assistance directed by the FEMA Associate Director or the Regional Director.
- d) Cost of materials, equipment, and supplies (including transportation, repair and maintenance) from regular stocks used in providing directed assistance.
- e) All costs incurred which are paid from trust, revolving, or other funds and whose reimbursement is required by law.
- f) Other costs submitted by an agency with written justification or otherwise agreed to in writing by the FEMA Associate Director or the FEMA Regional Director and the agency.

State/Tribe Reimbursement Process: State/Tribe Reimbursement refers to those resources that are to be reimbursed by the primary ESF Federal agency. State/Tribe Reimbursement resources must be requested by the primary ESF Federal agency or supplied through established dispatch systems and must be recorded by the Mission Assignment and subsequent Resource Order process. Resources not documented in this manner are not reimbursable. Funds to cover eligible expenses will be provided through and limited by reimbursement from FEMA. Expenditures eligible for reimbursement include:

- a) Wages, overtime, travel and per diem of State/Tribal personnel.
- b) Wages, travel and per diem of temporary State/Tribal personnel assigned solely to performance of services directed by the FEMA Associate Director or the FEMA Regional Director in the major disaster.
- c) Cost of work, services, and materials procured under contract for the purposes of providing assistance directed by the FEMA Associate Director or the Regional Director.
- d) Cost of materials, equipment, and supplies (including transportation, repair and maintenance) from regular stocks used in providing directed assistance.
- e) All costs incurred which are paid from trust, revolving, or other funds and whose reimbursement is required by law.
- f) Other costs submitted by an agency with written justification or otherwise agreed to in writing by the FEMA Associate Director or the FEMA Regional Director and the agency.

Duration of Assignments: Consideration must be given to the health and safety of personnel when assigned to incidents. Parties agree that Incident Commanders will release resources to their primary responsibilities as soon as priorities allow. Incident Commanders shall also adhere to rest and rotation policies of respective responding agencies. Mobilization activities shall be accomplished utilizing established dispatch coordination concepts per the current National Interagency Mobilization Guide.

Procurement: The State receives its procurement authority from its own laws, and is therefore not subject to Federal procurement laws. Whenever the State is responsible for the management of an incident (including an incident within the Direct Protection Area of a Federal Agency), the State will comply with State laws and regulations covering procurement. Procurement costs by one Party in support of another that are reasonable and prudent may be charged back to the Protecting Agency. All property procured under a Mission Assignment

becomes the property of FEMA.

Loaned Equipment: Equipment loaned by one Party to another shall become the responsibility of the borrower, and shall be returned in the same condition as when received, reasonable wear and tear excepted. The borrower will repair or reimburse for damages in excess of normal wear and tear and will replace or reimburse items lost or destroyed.

Billing Procedures

A. Incident Billings:

1. When the State is the supporting agency and the incident is within the State, the State will bill the jurisdictional Federal Agency. When the State is the supporting agency and the incident is outside the State's jurisdiction, the State submits its billing to the Primary Federal Agency.
2. Agencies will share their respective individual incident Resource Order numbers for cross referencing purposes, if requested.
3. **Billing Estimates/Timeframes:** On incidents where costs are incurred pursuant to Annual Operating Plans, the billing Party shall submit a bill or estimate for reimbursement as soon as possible, but not later than 180 days after the incident is controlled. If the total cost is not known at the time of initial billing, a partial bill, so identified, may be submitted. A final bill, so identified, will be issued within 270 days after control of the incident. After the final billing has been sent, and if additional costs are identified, a supplemental billing may be issued if agreeable to applicable Parties.

For obligation purposes, the Federal Agencies will submit unpaid obligational figures to the State by May 1. The State will submit unpaid obligational figures to the appropriate Federal Agency by September 1 for the previous Federal fiscal year. All obligations will be submitted by incident name, date, mission assignment number (MA), and federal job code.

4. **Billing Content:** Bills will be identified by incident name, date, MA, location, jurisdictional unit, and supported by documentation to include but not limited to: separate invoice by MA; list of personnel expenses including base, overtime, fringe benefits, and travel; and supplies/services procured by vendor name and dollar amount. Billings for (State/Tribe) incident assistance may include administrative overhead, not to exceed the predetermined (State/Tribe) indirect cost rate negotiated annually with the cognizant Federal Agency for the (State/Tribe) (OMB Circular A-87).

B. Billing Addresses:

All bills for services provided to the State will be mailed to the following address for payment:

NCFS Budget Officer
NC Forest Service
1616 Mail Service Center Raleigh, NC 27699-1616

All bills for services provided to the Forest Service and all Federal and State units not party to this Agreement will be mailed to the following address:

Fire Management
USDA Forest Service
160 Zillicoa St Suite A Asheville, NC 28801

All bills for services provided to the Department of the Interior/NPS will be mailed to:

USDI National Park Service
Regional Fire Management Officer
Atlanta Federal Center, 1924 Building 100 Alabama St., S.W. Atlanta, GA 30303

All bills for services provided to the Department of the Interior/BIA will be mailed to:

Bureau of Indian Affairs
Cherokee Agency
P.O. Box 1959 Cherokee, NC 28719

All bills for services provided to the Department of the Interior/FWS will be mailed to:

US Fish & Wildlife Service
Division of Contracting & General Services
Attn: Don Calder
1875 Century Blvd , Suite 310 Atlanta, GA, 30345

C. Payment Due Dates: All bills will have a payment due date 60 days after the date of issuance. If payment cannot be made before the 60 days expire, then a 30-day extension, with oral or written justification, may be requested.

D. Disputed Billings: Written notice that a bill is contested will be mailed to the billing agency within 60 days of issuance of the final bill, and will fully explain the area of dispute. Contested items will be resolved not later than 60 days following receipt of written notice. The uncontested portion of the bill will be paid and a new bill will be issued for the contested amount.

E. Payments: Payments will refer to the bill number and incident name and will be sent to the appropriate billing address.

Exhibit G: Glossary of Terms for Stafford Act Response

When the following terms are used in the context of a Stafford Act response under this Agreement, or in the Annual Operating Plan, such terms will have the meanings stated below. Many of these terms are defined in the National Emergency Response Plan and/or the Interagency Incident Business Management Handbook.

Administrative Costs (Charges): Any expenses not charged directly to a program, project, or incident. They include general overhead personnel and administrative services. For the state, the administrative charge is identified as those charges and expenses used to determine the "indirect rate". All activities that can be identified and charged to specific projects, and not excluded elsewhere in this agreement, are considered direct costs and may be billed with proper documentation.

Agency: A division of government with a specific function offering a particular kind of assistance. In ICS, agencies are defined either as jurisdictional (having statutory responsibility for incident management) or as assisting or cooperating (providing resources or other assistance).

Agency Administrator: Agency officials who are signatory to this agreement, or their delegated representative.

Agency Representative: A person assigned by a primary, assisting, or cooperating Federal, State, local, or tribal government agency or private entity that has been delegated authority to make decisions affecting that agency's or organization's participation in incident management activities following appropriate consultation with the leadership of that agency.

Annual Operating Plan: An annually updated document authorized by the appropriate officials for implementing the Cooperative Incident Management Agreement in their respective areas of responsibilities.

Area Command (Unified Area Command): An organization established (1) to oversee the management of multiple incidents that are each being handled by an ICS organization or (2) to oversee the management of large or multiple incidents to which several Incident Management Teams have been assigned. Area Command has the responsibility to set overall strategy and priorities, allocate critical resources according to priorities, ensure that incidents are properly managed, and ensure that objectives are met and strategies followed. Area Command becomes Unified Area Command when incidents are multijurisdictional. Area Command may be established at an Emergency Operations Center (EOC) facility or at some location other than an ICP.

Catastrophic Incident: Any natural or manmade incident, including terrorism, that results in extraordinary levels of mass casualties, damage, or disruption severely affecting the population, infrastructure, environment, economy, national morale, and/or government functions. A catastrophic event could result in sustained national impacts over a prolonged period of time; almost immediately exceeds resources normally available to State, local, tribal, and private-sector authorities in the impacted area; and significantly interrupts governmental operations and emergency services to such an extent that national security could be threatened. All catastrophic events are Incidents of National Significance.

Chain of Command: A series of command, control, executive, or management positions in hierarchical order of authority.

Cyber: Pertaining to computers and their support systems, such as servers, routers, and switches, that support critical infrastructure.

Direct Costs: All costs associated with direct incident operations and incident support ordered by or for the incident. Excludes Overhead Costs.

Direct Protection Area: That area which, by law or identified or authorized pursuant to the terms of this Agreement, is provided protection by the Parties. This may include land protected under exchange or payment for protection.

Disaster: See Major Disaster.

Emergency: As defined by the Stafford Act, an emergency is "any occasion or instance for which, in the determination of the President, Federal assistance is needed to supplement State and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of a catastrophe in any part of the United States."

Emergency Support Function (ESF): A grouping of government and certain private-sector capabilities into an organizational structure to provide the support, resources, program implementation, and services that are most likely to be needed to save lives, protect property and the environment, restore essential services and critical infrastructure, and help victims and communities return to normal, when feasible, following domestic incidents. The ESFs serve as the primary operational-level mechanism to provide assistance to State, local, and tribal governments or to Federal departments and agencies conducting missions of primary Federal responsibility.

ESF Primary Agency: A Federal Agency designated as an Emergency Support Function primary agency serves as a Federal executive agency under the Federal Coordinating Officer (FCO) to accomplish the ESF Mission.

Federal: Of or pertaining to the Federal Government of the United States of America.

First Responder: Local and nongovernmental police, fire, and emergency personnel who in the early stages of an incident are responsible for the protection and preservation of life, property, evidence, and the environment, including emergency response providers as defined in section 2 of the Homeland Security Act of 2002 (6 U.S.C. 101), as well as emergency management, public health, clinical care, public works, and other skilled support personnel (such as equipment operators) who provide immediate support services during prevention, response, and recovery operations. First responders may include personnel from Federal, State, local, tribal, or nongovernmental organizations.

Hazard: Something that is potentially dangerous or harmful, often the root cause of an unwanted outcome.

Hazard Mitigation: Any cost-effective measure which will reduce the potential for damage to a facility from a disaster event.

Hazardous Material: For the purposes of ESF #1, hazardous material is a substance or material, including a hazardous substance, that has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and which has been so designated (see 49 CFR 171.8). For the purposes of ESF #10 and the Oil and Hazardous Materials Incident Annex, the term is intended to mean hazardous substances, pollutants, and contaminants as defined by the NCP.

Incident Command System (ICS): A standardized onscene emergency management construct specifically designed to provide for the adoption of an integrated organizational structure that reflects the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries. ICS is the combination of facilities, equipment, personnel, procedures, and communications operating with a common organizational structure, designed to aid in the management of resources during incidents. ICS is used for all kinds of emergencies and is applicable to small as well as large and complex incidents. ICS is used by various jurisdictions and functional agencies, both public and private, or organized field-level incident management operations.

Incident Commander (IC): The individual responsible for all incident activities, including the development of strategies and tactics and the ordering and release of resources. The IC has overall authority and responsibility for conducting incident operations and is responsible for the management of all incident operations at the incident site.

Incident Management Team (IMT): The Incident Commander and appropriate Command and General Staff personnel assigned to an incident.

Incident Mitigation: Actions taken during an incident designed to minimize impacts or contain the damages to property or the environment.

Incident of National Significance: Based on criteria established in HSPD-5 (paragraph 4), an actual or potential high-impact event that requires a coordinated and effective response by and appropriate combination of Federal, State, local, tribal, nongovernmental, and/or private-sector entities in order to save lives and minimize damage, and provide the basis for long-term community recovery and mitigation activities.

Infrastructure: The manmade physical systems, assets, projects, and structures, publicly and/or privately owned, that are used by or provide benefit to the public. Examples of infrastructure include utilities, bridges, levees, drinking water systems, electrical systems, communications systems, dams, sewage systems, and roads.

Initial Response: Resources initially committed to an incident.

In-Kind Donations: Donations other than cash (usually materials or professional services) for disaster survivors.

Local Government: A county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under State law), regional or interstate government entity, or agency or instrumentality of a local government; an Indian tribe or authorized tribal organization or, in Alaska, a Native Village or Alaska Regional Native Corporation; or a rural community, unincorporated town or village, or other public entity. (As defined in section 2(10) of the Homeland Security Act of 2002, Public Law 107-296, 116 Stat. 2135, et seq. (2002).)

Major Disaster: As defined by the Stafford Act, any natural catastrophe (including any hurricane, tornado, storm, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, or drought) or, regardless of cause, any fire, flood, or explosion in any part of the United States, which in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster assistance under this act to supplement the efforts and available resources of States, local governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby.

Mission Assignment: The vehicle used by DHS/EPR/FEMA to support Federal operations in a Stafford Act major disaster or emergency declaration. It orders immediate, short-term emergency response assistance when an applicable State or local government is overwhelmed by the event and lacks the capability to perform, or contract for, the necessary work.

Mitigation: Activities designed to reduce or eliminate risks to persons or property or to lessen the actual or potential effects or consequences of an incident. Mitigation measures may be implemented prior to, during, or after an incident. Mitigation measures are often developed in accordance with lessons learned from prior incidents. Mitigation involves ongoing actions to reduce exposure to, probability of, or potential loss from hazards. Measures may include zoning and building codes, floodplain buyouts, and analysis of hazard-related data to determine where it is safe to build or locate temporary facilities. Mitigation can include efforts to educate governments, businesses, and the public on measures they can take to reduce loss and injury.

Mobilization: The process and procedures used by all organizations—Federal, State, local, and tribal—for activating, assembling, and transporting all resources that have been requested to respond to or support an incident.

Move-Up and Cover: Identifies a relocation of incident resources from their established location to a temporary location to provide protection coverage for an initial attack response area.

Multijurisdictional Incident: An incident requiring action from multiple agencies that each have jurisdiction to manage certain aspects of an incident. In ICS, these incidents will be managed under Unified Command.

Mutual Aid Agreement: Written agreement between agencies, organizations, and/or jurisdictions that they will assist one another on request by furnishing personnel, equipment, and/or expertise in a specified manner.

National: Of a nationwide character, including the Federal, State, local, and tribal aspects of governance and policy.

National Incident Management System (NIMS): A system mandated by HSPD-5 that provides a consistent, nationwide approach for Federal, State, local, and tribal governments; the private sector; and NGOs to work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity. To provide for interoperability and compatibility among Federal, State, local, and tribal capabilities, the NIMS includes a core set of concepts, principles, and terminology. HSPD-5 identifies these as the ICS; multiagency coordination systems; training; identification and management of resources (including systems for classifying types of resources); qualification and certification; and the collection, tracking, and reporting of incident information and incident resources.

Natural Resources: Natural resources include land, fish, wildlife, domesticated animals, plants, biota, and water. Water means salt and fresh water, surface and ground water, including water used for drinking, irrigation, aquaculture, and recreational purposes, as well as in its capacity as fish and wildlife habitat, including coral reef ecosystems as defined in 16 U.S.C. 64501. Land means soil, surface and subsurface minerals, and other terrestrial features.

Nongovernmental Organization (NGO): A nonprofit entity that is based on interests of its members, individuals, or institutions and that is not created by a government, but may work cooperatively with government. Such organizations serve a public purpose, not a private benefit. Examples of NGOs include faith-based charity organizations and the American Red Cross.

Overhead Costs: Indirect administrative costs that cannot be readily identified with specifically financed programs and functions.

Party: Entities that are signatory to this Agreement.

Preparedness: The range of deliberate, critical tasks and activities necessary to build, sustain, and improve the operational capability to prevent, protect against, respond to, and recover from domestic incidents. Preparedness is a continuous process involving efforts at all levels of government and between government and private-sector and nongovernmental organizations to identify threats, determine vulnerabilities, and identify required resources.

Prevention: Actions taken to avoid an incident or to intervene to stop an incident from occurring. Prevention involves actions taken to protect lives and property. It involves applying intelligence and other information to a range of activities that may include such countermeasures as deterrence operations; heightened inspections; improved surveillance and security operations; investigations to determine the full nature and source of the threat; public health and agricultural surveillance and testing processes; immunizations, isolation, or quarantine; and, as appropriate, specific law enforcement operations aimed at deterring, preempting, interdicting, or disrupting illegal activity and apprehending potential perpetrators and bringing them to justice.

Private Sector: Organizations and entities that are not part of any governmental structure, including for-profit and not-for-profit organizations, formal and informal structures, commerce and industry, private emergency response organizations, and private voluntary organizations.

Protection Area Maps: Official maps of the annual operating plans.

Protection Boundaries: Mutually agreed upon boundaries which identify areas of direct incident protection responsibility and are shown on maps in the annual operating plans.

Public Health: Protection, safety, improvement, and interconnections of health and disease prevention among people, domestic animals and wildlife.

Recovery: The development, coordination, and execution of service- and site-restoration plans for impacted communities and the reconstitution of government operations and services through individual, private-sector, nongovernmental, and public assistance programs that: identify needs and define resources; provide housing and promote restoration; address long-term care and treatment of affected persons; implement additional measures for community restoration; incorporate mitigation measures and techniques, as feasible; evaluate the incident to identify lessons learned; and develop initiatives to mitigate the effects of future incidents.

Reimbursable (Assistance by Hire): Incident resources that will be paid for by the requesting Protecting Agency per the conditions of this Agreement and its annual operating plans. Excludes Mutual Aid.

Resources: Personnel and major items of equipment, supplies, and facilities available or potentially available for assignment to incident operations and for which status is maintained. Resources are described by kind and type and may be used in operational support or supervisory capacities at an incident or at an EOC.

Response: Activities that address the short-term, direct effects of an incident. Response includes immediate actions to save lives, protect property, and meet basic human needs. Response also includes the execution of emergency operations plans and of incident mitigation activities designed to limit the loss of life, personal injury, property damage, and other unfavorable outcomes. As indicated by the situation, response activities include: applying intelligence and other information to lessen the effects or consequences of an incident; increased security operations; continuing investigations into the nature and source of the threat; ongoing public health and agricultural surveillance and testing processes; immunizations, isolation, or quarantine; and specific law enforcement operations aimed at preempting, interdicting, or disrupting illegal activity, and apprehending actual perpetrators and bringing them to justice.

State: Any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and any possession of the United States. (As defined in section 2(14) of the Homeland Security Act of 2002, Public Law 107-296, 116 Stat. 2135, et seq. (2002).)

Strategic: Strategic elements of incident management are characterized by continuous, long-term, high-level planning by organizations headed by elected or other senior officials. These elements involve the adoption of long-range goals and objectives, the setting of priorities, the establishment of budgets and other fiscal decisions, policy development, and the application of measures of performance or effectiveness.

Sub-Object Class Code: Detailed codes used by the Federal Government to record its financial transactions according to the nature of services provided or received when obligations are first incurred.

Telecommunications: The transmission, emission, or reception of voice and/or data through any medium by wire, radio, other electrical electromagnetic, or optical means. Telecommunications includes all aspects of transmitting information.

Terrorism: Any activity that (1) involves an act that (a) is dangerous to human life or potentially destructive of critical infrastructure or key resources; and (b) is a violation of the criminal laws of the United States or of any State or other subdivision of the United States; and (2) appears to be intended (a) to intimidate or coerce a civilian population; (b) to influence the policy of a government by intimidation or coercion; or (c) to affect the conduct of a government by mass destruction, assassination, or kidnapping.

Threat: An indication of possible violence, harm, or danger.

Transportation Management: Transportation prioritizing, ordering, sourcing, and acquisition; timephasing plans; fleet management; and movement coordination and tracking.

Tribe: Any Indian tribe, band, nation, or other organized group or community, including any Alaskan Native Village as defined in or established pursuant to the Alaskan Native Claims Settlement Act (85 Stat. 688) [43 U.S.C.A. and 1601 et seq.], that is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

Unified Command: An application of ICS used when there is more than one agency with incident jurisdiction or when incidents cross political jurisdictions. Agencies work together through the designated members of the Unified Command to establish their designated Incident Commanders at a single ICP and to establish a common set of objectives and strategies and a single Incident Action Plan.

Unit Administrator (Line Officer): The individual assigned administrative responsibilities for an established organizational unit, such as Forest Supervisors or District Rangers for the Forest Service, District Manager for the Bureau of Land Management, Area Forester, District Forester, or State Forester as designated for the State Forest Service, Agency Superintendent for the Bureau of Indian Affairs, Park Superintendent for the National Park Service, and Refuge Manager (Project Leader) for Fish and Wildlife Service. May also include a County Commissioner at the local level.

United States: The term "United States," when used in a geographic sense, means any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, any possession of the United States, and any waters within the jurisdiction of the United States. (As defined in section 2(16) of the Homeland Security Act of 2002, Public Law 107-296, 116 Stat. 2135, et seq. (2002).)

Volunteer: Any individual accepted to perform services by an agency that has authority to accept volunteer services when the individual performs services without promise, expectation, or receipt of compensation for services performed. (See, for example, 16 U.S.C. § 742f(c) and 29 CFR § 553.101.)

Weapon of Mass Destruction (WMD): As defined in Title 18, U.S.C. § 2332a: (1) any explosive, incendiary, or poison gas, bomb, grenade, rocket having a propellant charge of more than 4 ounces, or missile having an explosive or incendiary charge of more than one-quarter ounce, or mine or similar device; (2) any weapon that is designed or intended to cause death or serious bodily injury through the release, dissemination, or impact of toxic or poisonous chemicals or their precursors; (3) any weapon involving a disease organism; or (4) any weapon that is designed to release radiation or radioactivity at a level dangerous to human life.

Exhibit H: Cooperating Agencies Addresses and Phone Numbers

US Department of Interior
Bureau of Indian Affairs
Fire Management Officer
BIA Cherokee Agency
P.O. Box 1959
Cherokee, NC 28719
Telephone (828) 497-3629

National Park Service
Superintendent
Blue Ridge Parkway
199 Hemphill Knob Road
Asheville, NC 28803
Telephone (828) 271-4779

Superintendent
Cape Hatteras National Seashore
1401 National Park Drive
Manteo, NC 27954
Telephone (252) 473-2111

Superintendent
Cape Lookout National Seashore
131 Charles Street
Harkers Island, NC 28531
Telephone (252) 728-2250

Superintendent
Carl Sandburg Home National Historic Site
1928 Little River Road
Flat Rock, NC 28731-9766
Telephone (828) 693-4178

Superintendent
Great Smoky Mountains National Park
107 Park Headquarters Road
Gatlinburg, TN 37738
Telephone (865) 436-1201

Superintendent
Guilford Courthouse National Military Park
2332 New Garden Road
Greensboro, NC 27410-2355
Telephone (336) 288-1776

Superintendent
Kings Mountain National Military Park
P.O. Box 40
Kings Mountain, NC 28086
Telephone (864) 936-7921

Superintendent
Moore's Creek National Battlefield
40 Patriots Hall Drive
Currie, NC 28435
Telephone (910) 283-5591

State of North Carolina
District Forester, District 1 (Asheville)
220 Sardis Rd.
Asheville, NC 28806-8504
Telephone (828) 667-5211

District Forester, District 2 (Lenoir)
1543 Wilkesboro Blvd.
Lenoir, NC 28645-8215
Telephone (828) 757-5611

District Forester, District 3 (Rockingham)
1163 North US Hwy #1
Rockingham, NC 28379-8513
Telephone (910) 997-9220

District Forester, District 4 (New Bern)
3810 M.L. King Blvd.
New Bern, NC 28562-2236
Telephone (252) 514 4764

District Forester, District 7 (Elizabeth City)
861 Berea Church Rd.
Elizabeth City, NC 27909-7303
Telephone (252) 331 4781

District Forester, District 8 (Whiteville)
1431 Chadbourne Hwy.
Whiteville, NC 28472-2053
Telephone (910) 642-5093

District Forester, District 9 (Sylva)
443 Hwy 116
Sylva, NC 28779-8513
Telephone (828) 586 4007

District Forester, District 10 (Lexington)
304 Old Hargrave Road
Lexington, NC 27295
Telephone (336) 956-2111

District Forester, District 12 (Mt. Holly)
1933 Mountain Island Hwy.
Mt. Holly, NC 28120
Telephone (704) 827-7576

District Forester, District 13 (Fairfield)
PO Box 127
9291 Piney Woods Rd.
Fairfield, NC 27826-0127
Telephone (252) 926-3041

U.S. Fish & Wildlife Service
Refuge Manager
Alligator River & Pea Island NWRs
P.O. Box 1969
Manteo, NC 27954
Telephone (252) 473-1132

Refuge Manager
Mackay Island & Currituck NWRs
P.O. Box 39
Knotts Island, NC 27950-0039
Telephone (252) 429-3100

Refuge Manager
Mattamuskeet, Cedar Island, & Swanquarter NWRs
85 Mattamuskeet Road
Swan Quarter, NC 27885
Telephone (252) 926-4021

Refuge Manager
Pee Dee NWR
5770 US Hwy 52 North
Wadesboro, NC 28170
Telephone (704) 694-4424

Refuge Manager
Pocosin Lakes NWR
P.O. Box 329
Columbia, NC 27925
Telephone (252) 796-3004

Refuge Manager
Roanoke River NWR
P.O. Box 430
Windsor, NC 27983
Telephone (252) 794-3808

Refuge Manager
Great Dismal Swamp NWR
3100 Desert Road
Suffolk, VA 23434
Telephone (757) 986-3706

Hatchery Manager
Edenton National Fish Hatchery
1102 W. Queen Street
Edenton, NC 27932
Telephone (252) 482-4118

US Dept. of Agriculture - Forest Service
National Forests in North Carolina
Forest Supervisor
160A Zillicoa Street, Suite A
Asheville, NC 28801
Telephone (828) 257-4200

Appalachian Ranger District
PO Box 128
Burnsville, NC 28714
Telephone (828) 682-6146

Croatan Ranger District
141 East Fisher Avenue
New Bern, NC 28560
Telephone (252) 638-5628

Cheoah Ranger District
1070 Massey Branch Road
Robbinsville, NC 28771
Telephone (828) 479-6431

Grandfather Ranger District
109 East Lawing Drive
Nebo, NC 28761
Telephone (828) 652-2144

Tusquitee Ranger District
123 Woodland Drive
Murphy, NC 28906
Telephone (828) 837-5152

Nantahala Ranger District
90 Sloan Road
Franklin, NC 28734
Telephone (828) 524-6441

Pisgah Ranger District
1001 Pisgah Highway
Pisgah Forest, NC 28768
Telephone (828) 877-3265

Uwharrie Ranger District
789 NC 24/27 East
Troy, NC 27371
Telephone (910) 576-6391

Exhibit I: North Carolina Forest Service Radio Frequencies

D-1 (Asheville)	Mobile Rec Freq	Mobile Txmt. Freq.	Mobile Rec. Tone	Mobile Txmt. Tone	W/N	County	ASR
Phillips Knob	151.475	159.360	88.5	110.9	N	Yancey	
Bear Wallow	151.475	159.360	88.5	88.5	N	Henderson	
Duckett Top	151.475	159.360	88.5	151.4	N	Madison	
Tryon Peak	151.475	159.360	88.5	97.4	N	Polk	
Big Knob	151.475	159.360	88.5	131.8	N	Madison	
Gibbes Pk.	151.475	159.360	88.5	179.9	N	Yancey	
Frying Pan	151.475	159.360	88.5	67.0	N	Haywood	
Rich Mtn	151.475	159.360	88.5	210.7	N	Transylvania	
D1 Toxaway	151.475	159.360	88.5	167.9	N	Jackson	
D-1 Tac 1	151.445	151.445	88.5	88.5	N		
D-1 Tac 2	159.390	159.390	88.5	88.5	N		
D-1 Tac 3	151.325	151.325	88.5	88.5	N		
D-2 (Lenior)	Mobile Rec Freq	Mobile Txmt. Freq.	Mobile Rec. Tone	Mobile Txmt. Tone	W/N	County	ASR
Hibriten	151.355	159.390	88.5	67.0	N	Caldwell	
Airbellows	151.355	159.375	88.5	100.0	N	Alleghany	
Boone	151.355	159.375	88.5	94.8	N	Watauga	
High Peak	151.355	159.375	88.5	85.4	N	Burke	
Hawshaw	151.355	159.375	88.5	127.3	N	Avery	
Phoenix	151.355	159.375	88.5	167.9	N	Ashe	
D-2 Linney Mt.	151.355	159.375	88.5	156.7	N	Alexander	
Deep Gap	151.355	159.375	88.5	146.2	N	Watauga	
Wilkes	151.355	159.375	88.5	77.0	N	Wilkes	
Grandmother	151.355	159.375	88.5	107.2	N	Avery	
D-2 Tac 1	151.310	151.310	94.8	94.8	N		

D-2 (Lenior) Continued	Mobile Rec Freq	Mobile Txmt. Freq.	Mobile Rec. Tone	Mobile Txmt. Tone	W/N	County	A S R
D-2 Tac 2	151.325	151.325	94.8	94.8	N		
D-2 Tac 3	159.390	159.390	94.8	94.8	N		
D-3 (Rockingham)	Mobile Rec Freq	Mobile Txmt. Freq.	Mobile Rec. Tone	Mobile Txmt. Tone	W/N	County	A S R
Pittsboro	151.190	159.360	77.0	107.2	N	Chatham	
Scotland	151.190	159.360	77.0	100.0	N	Scotland	
Troy	151.190	159.360	77.0	179.9	N	Montgomery	
Ellerbe	151.190	159.360	77.0	162.2	N	Richmond	1008450
D-3 Orange	151.190	159.360	77.0	77.0	N	Chatham	1014574
D-3 Stonewall	151.190	159.360	77.0	82.5	N	Cabarrus	1014573
Laurinburg	151.190	159.360	77.0	91.5	N	Scotland	1201386
Stanly	151.190	159.360	77.0	141.3	N	Stanly	1252624
Cameron Hill	151.190	159.360	77.0	94.8	N	Harnett	
Lilesville	151.190	159.360	77.0	71.9	N	Anson	
D-3 Tac 1	151.400	151.400	107.2	107.2	N		
D-3 Tac 2	151.280	151.280	107.2	107.2	N		
D-3 Tac 3	151.325	151.325	107.2	107.2	N		
D-3 Tac 4	151.355	151.355	107.2	107.2	N		
D-4 (New Bern)	Mobile Rec Freq	Mobile Txmt. Freq.	Mobile Rec. Tone	Mobile Txmt. Tone	W/N	County	A S R
Farmville	151.265	159.435	100.0	173.8	N	Green	1234252
Pamlico	151.265	159.435	100.0	100	N	Pamlico	1007321
Onslow	151.265	159.435	100.0	151.4	N	Onslow	1008452
Beaufort	151.265	159.435	100.0	131.8	N	Beaufort	
D-4 Spare	151.265	159.435	100.0	162.2	N	Craven	1002359
D-4 Tac 1	151.475	151.475	151.4	151.4	N		

D-4 (New Bern) Continued	Mobile Rec Freq	Mobile Txmt. Freq.	Mobile Rec. Tone	Mobile Txmt. Tone	W/N	County	ASR
D-4 Tac 2	151.16	151.16	151.4	151.4	N		
D-4 Tac 3	151.355	151.355	151.4	151.4	N		
Comfort-Reg	159.39	151.175	173.8	151.4	N	Jones	1211607
Farmville-Reg	159.39	151.175	173.8	173.8	N	Green	1234252
D-5 (Rocky Mount)	Mobile Rec Freq	Mobile Txmt. Freq.	Mobile Rec. Tone	Mobile Txmt. Tone	W/N	County	ASR
Brinkleyville	151.310	159.375	88.5	162.2	N	Halifax	1014576
Louisburg	151.310	159.375	88.5	88.5	N	Franklin	1237154
Farmville	151.310	159.375	88.5	110.9	N	Greene	1234252
Dudley	151.310	159.375	88.5	179.9	N	Wayne	
D-5 Tac 1	151.400	151.400	162.2	162.2	N		
D-5 Tac 2	151.460	151.460	162.2	162.2	N		
D-5 Tac 3	151.340	151.340	162.2	162.2	N		
D-6 (Fayetteville)	Mobile Rec Freq	Mobile Txmt. Freq.	Mobile Rec. Tone	Mobile Txmt. Tone	W/N	County	ASR
St. Pauls	151.475	159.465	131.8	77.0	N	Robeson	1014580
Clinton	151.475	159.465	131.8	100.0	N	Sampson	1211819
Smithfield	151.475	159.465	131.8	131.8	N	Johnston	1202595
Mamers	151.475	159.465	131.8	173.8	N	Harnett	
Palestine	151.475	159.465	131.8	146.2	N	Cumberland	
D6 Spare	151.475	159.465	131.8	186.2	N		
D-6 Tac 1	151.385	151.385	103.5	103.5	N		
D-6 Tac 2	151.265	151.265	103.5	103.5	N		
D-6 Tac 3	151.445	151.445	103.5	103.5	N		

D-7 (Elizabeth City)	Mobile Rec Freq	Mobile Txmt. Freq.	Mobile Rec. Tone	Mobile Txmt. Tone	W/N	County	A S R
D-7 Columbia	151.205	159.360	123.0	203.5	N	Tyrell	1063239
Martin	151.205	159.360	123.0	123.0	N	Martin	1014585
Hertford	151.205	159.360	123.0	192.8	N	Hertford	
Camden	151.205	159.360	123.0	162.2	N	Camden	
Bertie	151.205	159.360	123.0	146.2	N	Bertie	1234750
Gates	151.205	159.360	123.0	118.8	N	Gates	
D-7 Spare	151.205	159.360	123.0	107.2	N	Currituck	1251451
D-7 Tac 1	151.280	151.280	123.0	123.0	N		
D-7 Tac 2	151.445	151.445	123.0	123.0	N		
D-7 Tac 3	151.355	151.355	123.0	123.0	N		
Columbia-Reg	159.390	151.175	173.8	203.5	N	Tyrell	1063239
D-8 (Whiteville)	Mobile Rec Freq	Mobile Txmt. Freq.	Mobile Rec. Tone	Mobile Txmt. Tone	W/N	County	A S R
Delco	151.280	159.360	131.8	131.8	N	Columbus	1014589
Elizabethtown	151.280	159.360	131.8	173.8	N	Bladen	1012585
Nakina	151.280	159.360	131.8	186.2	N	Columbus	
Duplin	151.280	159.360	131.8	151.4	N	Duplin	1251465
Burgaw	151.280	159.360	131.8	156.7	N	Pender	1258935
Bolivia	151.280	159.360	131.8	192.8	N	Brunswick	
D-8 Tac 1	159.375	159.375	186.2	186.2	N		
D-8 Tac 2	151.205	151.205	186.2	186.2	N		
D-8 Tac 3	151.355	151.355	186.2	186.2	N		
D-8 Tac 4	151.310	151.310	186.2	186.2	N		
Delco-Reg	159.390	151.175	173.8	186.2	N	Columbus	1014589

D-9 (Sylva)	Mobile Rec Freq	Mobile Txmt. Freq.	Mobile Rec. Tone	Mobile Txmt. Tone	W/N	County	A S R
Cowee	151.175	159.420	88.5	114.8	N	Macon	
Toxaway	151.175	159.465	88.5	103.5	N	Jackson	
Chambers	151.175	159.330	88.5	110.9	N	Haywood	
Wauchecha	151.175	159.420	88.5	94.8	N	Graham	
Brass Town	151.175	159.435	88.5	136.5	N	<i>Towns-Ga.</i>	
Sutton Top	151.175	159.420	88.5	123.0	N	Haywood	
Joanna Bald	151.175	159.435	88.5	123.0	N	Graham	
Payne Mtn	151.175	159.435	88.5	218.1	N	Cherokee	
D-9 Tac 1	151.280	151.280	131.8	131.8	N		
D-9 Tac 2	159.375	159.375	131.8	131.8	N		
D-9 Tac 3	151.460	151.460	131.8	131.8	N		
D-10 (Lexington)	Mobile Rec Freq	Mobile Txmt. Freq.	Mobile Rec. Tone	Mobile Txmt. Tone	W/N	County	A S R
Stokes	151.445	159.390	77.0	131.8	N	Stokes	
Randolph	151.445	159.390	77.0	100.0	N	Randolph	
Rowan	151.445	159.390	77.0	110.9	N	Rowan	1008451
Rockingham	151.445	159.390	77.0	74.4	N	Rockingham	
Surry	151.445	159.390	77.0	162.2	N	Surry	1265196
Davidson	151.445	159.390	77.0	179.9	N	Davidson	
Guilford	151.445	159.390	77.0	203.5	N	Guilford	1024877
D-10 Tac 1	151.265	151.265	110.9	110.9	N		
D-10 Tac 2	151.280	151.280	110.9	110.9	N		
D-10 Tac 3	151.385	151.385	110.9	110.9	N		

D-11 (Hillsborough)	Mobile Rec Freq	Mobile Txmt. Freq.	Mobile Rec. Tone	Mobile Txmt. Tone	W/N	County	A S R
D-11 Orange	151.340	159.435	151.4	110.9	N	Chatham	1014574
Oxford	151.340	159.435	151.4	88.5	N	Granville	1008738
Yanceyville	151.340	159.435	151.4	156.7	N	Caswell	
Oak Hill	151.340	159.435	151.4	141.3	N	Granville	1249539
Clayton	151.340	159.435	151.4	203.5	N	Johnston	
D-11 Tac 1	151.460	151.460	94.8	94.8	N		
D-11 Tac 2	159.375	159.375	203.5	203.5	N		
D-11 Tac 3	151.445	151.445	94.8	94.8	N		
D-12 (Mt Holly)	Mobile Rec Freq	Mobile Txmt. Freq.	Mobile Rec. Tone	Mobile Txmt. Tone	W/N	County	A S R
Spencer Mt.	151.3625	159.465	94.8	162.2	N	Gaston	
D-12 Stonewall	151.3625	159.465	94.8	141.3	N	Cabarrus	1014573
D-12 Linney Mt.	151.3625	159.465	94.8	107.2	N	Alexander	
Biggerstaff	151.3625	159.465	94.8	82.5	N	Rutherford	
Chimney Rock	151.3625	159.465	94.8	74.4	N	Rutherford	
D-12 Tac 1	151.160	151.160	91.5	91.5	N		
D-12 Tac 2	159.330	159.330	91.5	91.5	N		
D-12 Tac 3	159.435	159.435	91.5	91.5	N		

D-13 (Fairfield)	Mobile Rec Freq	Mobile Txmt. Freq.	Mobile Rec. Tone	Mobile Txmt. Tone	W/N	County	ASR
D-13 Columbia	151.220	159.465	241.8	225.7	N	Tyrrell	1063239
Englehard	151.220	159.465	241.8	118.8	N	Hyde	1008456
Plymouth	151.220	159.465	241.8	151.4	N	Washington	1245168
Manteo	151.220	159.465	241.8	203.5	N	Dare	
Stumpy Point	151.220	159.465	241.8	241.8	N	Dare	
Scranton	151.220	159.465	241.8	91.5	N	Hyde	1253622
Dbr Ops	151.475	159.345	241.8	241.8	N	Dare	
D-13 Tac 1	151.325	151.325	241.8	241.8	N		
D-13 Tac 2	159.375	159.375	241.8	241.8	N		
D-13 Tac 3	151.460	151.460	241.8	241.8	N		
Columbia-Reg	159.390	151.175	173.8	203.5	N	Tyrrell	1063239

NORTH CAROLINA INCIDENT CHANNELS

Incident Channels	Mobile Rec Freq	Mobile Txmt. Freq.	Mobile Rec. Tone	Mobile Txmt. Tone	W/N	Display	Uses	
Inc 1	151.400	151.400	136.5	136.5	N	Inc 1	Tac D-3 / D-5	
Inc 2	151.460	151.460	136.5	136.5	N	Inc 2	Tac D-5 / D-9 D-11/ D-13	
Inc 3	151.310	151.310	136.5	136.5	N	Inc 3	Tac D-2 / D-8	
Inc 4	151.265	151.265	136.5	136.5	N	Inc 4	Tac D-6 / D-10	
Inc 5	151.280	151.280	136.5	136.5	N	Inc 5	Tac D-3 / D-7 D-9 / D-10	
Inc 6	151.160	151.160	151.4	151.4	N	Inc 6	Tac D-4 / D-12	
Inc 7	159.390	159.390	136.5	136.5	N	Inc 7	Tac D-1 / D-2	
Inc 8	171.575	171.575	131.8	131.8	N	Inc 8 A-G	Ncfs Air To Ground	
Inc 9	151.220	159.345	136.5	131.8	N	Inc 9		Incident Repeater
Inc 10	151.325	159.330	136.5	118.8	N	Inc 10	Tac D-1 / D-2 D-3 / D-13	Incident Repeater
Inc 11	151.175	159.315	136.5	131.8	N	Inc 11		Incident Repeater
Inc 12	154.280	154.280	None	None	N	Inc 12	State Fire	
Inc 13	164.150	164.150	None	None	N	Inc 13	Usfs Air To Ground	
Inc 14	159.285	159.285	None	136.5	N	Inc 14 Sec	Southeastern Compact	
Inc 15	168.625	168.625	None	110.9	N	Inc 15	Usfs Air Guard	
Vcall	155.7525	155.7525	None	156.7	N	Vcall	Interoperability	
Vtac 1	151.1375	151.1375	None	156.7	N	Vtac 1	Interoperability	
Vtac 2	154.4525	154.4525	None	156.7	N	Vtac 2	Interoperability	
Vtac 3	158.7375	158.7375	None	156.7	N	Vtac 3	Interoperability	
Vtac 4	159.4725	159.4725	None	156.7	N	Vtac 4	Interoperability	
Ncfs Call	172.2750	172.2750	131.8	131.8	N	NCFS call	Multi-Use	

Exhibit J: Federal Agencies Radio Frequencies

Great Dismal Swamp National Wildlife Refuge

Label	Rx Freq (M)	CG	NAC (dec)	TX Freq (M)	CG	NAC (dec)	Sq	TlkGrp	Scn	BW
GDR Repeater DIG	169.7875 (D)	0	100	164.525 (D)	0	100	normal	769	Y	N
GDR Talk Around DIG	169.7875 (D)	0	100	169.7875 (D)	0	100	normal	769	Y	N
SE Compact	159.285 (A)	0	0	159.285 (A)	0	0	normal	1	N	W

Great Smoky Mountains National Parks – North Carolina

GRSM NC (NC DIGITAL) : Digital					
#	Name	Tx Freq	NAC	Rx Freq	NAC/CTCS
1	GRSM Local	167.150	293	167.150	293/123.0
2	Dome	166.350	293	169.550	293/123.0
3	Mt Sterling	166.350	293	171.750	293/123.0
4	Barnett	166.350	293	172.5875	293/123.0
5	Fry	166.350	293	170.3875	293/123.0
6	Wachecha	166.350	293	169.725	293/123.0
7	Gatlinburg	166.350	293	170.5125	293/123.0
8	Cove Mt	166.350	293	171.1625	293/123.0
9	Look Rock	166.350	293	169.625	293/123.0
10	Webb Mt	166.350	293	169.0875	293/123.0
11	GRSM Ops	170.100	293	170.100	293/123.0
12	Maint Ops	164.425	293	164.425	293/123.0
13	BIA TAC	164.625		164.625	Narrow
14	BIA RPTR	165.3375		164.625	Narrow
15	NOAA NC			162.400	
16	Air/Ground	166.6875		166.6875	Narrow band

U.S. Fish & Wildlife Service Southeast Region, District 1

STATION	RX FREQ	PL FREQ (CODE)	NAC (HEX)	TX FREQ	PL FREQ (CODE)	NAC (HEX)	BAND WIDTH
Columbia Digital	172.6750	N/A	100(64)	168.5000	N/A	100(64)	N
Engelhard Digital	164.6250	N/A	100(64)	163.1500	N/A	100(64)	N
Cedar Digital	173.7625	N/A	101(65)	171.6500	N/A	101(65)	N
Mackay Digital	166.0875	N/A	101(65)	164.7500	N/A	101(65)	N
D-1 Fire Digital	162.2375	N/A	100(64)	162.2375	N/A	100(64)	N
WX Buxton	162.4750	N/A	N/A	N/A	N/A	N/A	N
Columbia Analog	172.6750	118.8(2B)	N/A	168.5000	118.8(2B)	N/A	N
Engelhard Analog	164.6250	186.2(7Z)	N/A	163.1500	186.2(7Z)	N/A	N
Cedar Analog	173.7625	127.3(3A)	N/A	171.6500	127.3(3A)	N/A	N
Mackay Analog	166.0875	123(3Z)	N/A	164.7500	123(3Z)	N/A	N
D-1 Fire Analog	162.2375	156.7(5A)	N/A	162.2375	156.7(5A)	N/A	N

Exhibit J: Continued Federal Agencies Radio Frequencies

U.S. Bureau of Indian Affairs, Eastern Cherokee Agency (NC-ECA)

BIA-NC-ECA										
CH #	Label	RX Freq.	Mode	RX CG	RX NAC	TX Freq.	Mode	TX CG	TX NAC	Band-Width
1	BIA Tactical	164.625000	M	000.0	0659	164.625000	M	D464	0659	N
2	BIA Barnett Knob	164.625000	M	D464	0659	165.337500	M	D743	0659	N
3	BIA Fry Mtn.	164.625000	M	D464	0659	165.337500	M	D712	0659	N
4	R8 Fire Tactical	169.900000	M	000.0	0659	169.900000	M	000.0	0659	N
5	Cherokee FD	154.400000	M	114.8	0659	153.890000	M	114.8	0659	N
6	Cherokee EMS	155.055000	M	206.5	0659	153.980000	M	206.5	0659	N
7	Cherokee PD	155.150000	M	151.4	0659	156.150000	M	151.4	0659	N
8	Air / Ground 1	168.650000	M	000.0	0659	168.650000	M	000.0	0659	N
9	Air / Ground 2	164.150000	M	000.0	0659	164.150000	M	000.0	0659	N
10	AirGuard	168.625000	M	000.0	0659	168.625000	M	000.0	0659	N
11	NCST Wauch	151.175000	M	088.5	0659	159.465000	M	114.8	0659	N
12	NCST Cowee	151.175000	M	088.5	0659	159.420000	M	094.8	0659	N
13	USFS Cowee	171.475000	M	103.5	0659	171.475000	M	103.5	0659	N
14	USFS Wauch	171.475000	M	103.5	0659	168.125000	M	110.9	0659	N
15	NPS Dome	171.475000	M	103.5	0659	168.125000	M	123.0	0659	N
16*	130(Cow)/ 230(Tow)	165.337500	M	D464	0659	164.625000	M	D743	0659	N

*-Key mic and enter 130 or 230 for RAWS weather readings

Exhibit J: Continued Federal Agencies Radio Frequencies

National Parks Service (Cape Hatteras and Cape Lookout)

CHNS LAW ENFORCEMENT RADIOS

All Digital

	ALIAS	RX	TX	RX PL	TX PL	BW	RX NAC	TX NAC	SECURE
1	BODIE RPT	165.6000	171.1625			12.5 kHz	100	100	SELECT
2	BODIE WIDE	165.6000	171.1625			12.5 kHz	100	200	SELECT
3	BODIE TA	165.6000	165.6000			12.5 kHz	100	100	SELECT
4	BUXTON RPT	165.2500	169.5500			12.5 kHz	100	100	SELECT
5	BUXTON WIDE	165.2500	169.5500			12.5 kHz	100	200	SELECT
6	BUXTON TA	165.2500	165.2500			12.5 kHz	100	100	SELECT
7	OCK RPT	166.3625	172.7500			12.5 kHz	100	100	SELECT
8	OCK WIDE	166.3625	172.7500			12.5 kHz	100	200	SELECT
9	OCK TA	166.3625	166.3625			12.5 kHz	100	100	SELECT
10	CAHA TACT	166.2750	166.2750			12.5 kHz	100	100	SELECT
11	CALO HI RPT	169.6500	169.1500	CSQ	9Z - 103.5	25.0 kHz			CLEAR
12	CALO HI TA	169.6500	169.6500	CSQ	9Z - 103.5	25.0 kHz			CLEAR
13	LOLA RPT	169.6500	169.1500	CSQ	5Z - 151.4	25.0 kHz			CLEAR
14	LOLA TA	169.6500	169.6500	CSQ	5Z - 151.4	25.0 kHz			CLEAR

Exhibit K: NCFS Radio Frequencies Programmed in Aircraft

Display Name	Nat / Ch No.	Rx Freq.	Rx Tone	Band Width	Tx Freq.	Tx Tone	Band Width	County	Lat	Long
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Region 1	Kinston									
R1 Talkrn	1	159.390	28=173.8	N	159.390	28=173.8	N			
Ri Delco	2	159.390	28=173.8	N	151.175	30=186.2	N	Columbus	34-19	078-13
R1 Farmvl	3	159.390	28=173.8	N	151.175	28=173.8	N	Green	35-33	077-36
R1 Columba	4	159.390	28=173.8	N	151.175	32=203.5	N	Tyrell	35-54	076-20

D-4	New Bern									
D4 Talkrn	5	151.265	12=100.0	N	151.265	12=100.0	N			
D4 Pamlio	6	151.265	12=100.0	N	159.435	12=100.0	N	Pamlico	35-00	076-49
D4 Beauft	7	151.265	12=100.0	N	159.435	20=131.8	N	Beaufort	35-31	076-51
Us Croata	8	168.725	25=156.7	N	168.725	25=156.7	N			
Open	9			N			N			
D-4 Tac 1	10	151.475	24=151.4	N	151.475	24=151.4	N			
D-4 Tac 2	11	151.160	24=151.4	N	151.160	24=151.4	N			
D-4 Tac 3	12	151.355	24=151.4	N	151.355	24=151.4	N			
Usfw Cedar	13	173.7625	19=127.3	N	171.650	19=127.3	N			

Exhibit K: NCFS Radio Frequencies Programmed In Aircraft Continued

Display Name	Nat / Ch No.	Rx Freq.	Rx Tone	Band Width	Tx Freq.	Tx Tone	Band Width	County	Lat	Long
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D-7		Elizabeth City								
D7 Talkrn	14	151.205	18=123.0	N	151.205	18=123.0	N			
D7 Columb	15	151.205	18=123.0	N	159.360	32=203.5	N	Tyrell	35-54	076-20
D7 Bertie	16	151.205	18=123.0	N	159.360	23=146.2	N	Bertie	36-03	076-58
D-7 Tac 1	17	151.280	18=123.0	N	151.280	18=123.0	N			
D-7 Tac 2	18	151.445	18=123.0	N	151.445	18=123.0	N			
D-7 Tac 3	19	151.355	18=123.0	N	151.355	18=123.0	N			
Usfw Mack	20	162.2375	25=156.7	N	162.2375	25=156.7	N			

D-8		Whiteville								
D8 Talkrn	21	151.280	20=131.8	N	151.280	20=131.6	N			
D8 Delco	22	151.280	20=131.8	N	159.360	20=131.8	N	Columbus	34-19	078-13
D8 Etown	23	151.280	20=131.8	N	159.360	28=173.8	N	Bladen	34-34	078-37
Open	24			N			N			
D-8 Tac 1	25	159.375	30=186.2	N	159.375	30=186.2	N			
D-8 Tac 2	26	151.205	30=186.2	N	151.205	30=186.2	N			
D-8 Tac 3	27	151.355	30=186.2	N	151.355	30=186.2	N			
D-8 Tac 4	28	151.310	30=186.2	N	151.310	30=186.2	N			

Exhibit K: NCFS Radio Frequencies Programmed In Aircraft Continued

Display Name	Nat / Ch No.	Rx Freq.	Rx Tone	Band Width	Tx Freq.	Tx Tone	Band Width	County	Lat	Long
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D-10	Lexington									
D10 Talkrn	61	151.445	4 = 77.0	N	151.445	20=131.8	N			
D10 Stoks	62	151.445	4 = 77.0	N	159.390	20=131.8	N	Stokes	36-22	080-22
D10 Randf	63	151.445	4 = 77.0	N	159.390	12=100.0	N	Randolph	35-43	079-49
D-10 Tac1	64	151.265	15=110.9	N	151.265	15=110.9	N			
D-10 Tac2	65	151.280	15=110.9	N	151.280	15=110.9	N			
D-10 Tac3	66	151.385	15=110.9	N	151.385	15=110.9	N			

D-11	Hillsborough									
D11 Talkrn	67	151.340	24=151.4	N	151.340	24=151.4	N			
D11 Orang	68	151.340	24=151.4	N	159.435	15=110.9	N	Chatham	35-51	079-10
D11 Oxford	69	151.340	24=151.4	N	159.435	8 = 88.5	N	Granville	36-19	078-37
D-11 Tac1	70	151.460	10 = 94.8	N	151.460	10 = 94.8	N			
D-11 Tac2	71	159.375	32=203.5	N	159.375	32=203.5	N			
D-11 Tac3	72	151.445	10 = 94.8	N	151.445	10 = 94.8	N			

Exhibit K: NCFS Radio Frequencies Programmed In Aircraft Continued

Display Name	Nat / Ch No.	Rx Freq.	Rx Tone	Band Width	Tx Freq.	Tx Tone	Band Width	County	Lat	Long
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D-1	Asheville									
D1 Talkrn	73	151.475	8 = 88.5	N	151.475	8 = 88.5	N			
D1 Philips	74	151.475	8 = 88.5	N	159.360	15=110.9	N	Yancey	35-56	082-17
D1 Bearwl	75	151.475	8 = 88.5	N	159.360	8 = 88.5	N	Henderson	35-27	082-21
D1 Bigknb	76	151.475	8 = 88.5	N	159.360	20=131.8	N	Madison	35-53	082-35
Open	77			N			N			
D-1 Tac 1	78	151.445	8 = 88.5	N	151.445	8 = 88.5	N			
D-1 Tac 2	79	159.390	8 = 88.5	N	159.390	8 = 88.5	N			
D-1 Tac 3	80	151.325	8 = 88.5	N	151.325	8 = 88.5	N			

D-2	Lenior									
D2 Talkrn	81	151.355	8 = 88.5	N	151.355	8 = 88.5	N			
D2 Hibrtn	82	151.355	8 = 88.5	N	159.390	1 = 67.0	N	Caldwell	35-54	081-29
D2 Hawshaw	83	151.355	8 = 88.5	N	159.375	19=127.3	N	Avery	36-02	081-56
D2 Phenix	84	151.355	8 = 88.5	N	159.375	27=167.9	N	Ashe	36-27	081-28
Open	85			N			N			
D-2 Tac 1	86	151.310	10=94.8	N	151.310	10 = 94.8	N			
D-2 Tac 2	87	151.325	10=94.8	N	151.325	10 = 94.8	N			
D-2 Tac 3	88	159.390	10=94.8	N	159.390	10 = 94.8	N			

Exhibit K: NCFS Radio Frequencies Programmed In Aircraft Continued

Display Name	Nat / Ch No.	Rx Freq.	Rx Tone	Band Width	Tx Freq.	Tx Tone	Band Width	County	Lat	Long
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D-9		Sylva								
D9 Talkrn	89	151.175	8 = 88.5	N	151.175	8 = 88.5	N			
D9 Cowee	90	151.175	8 = 88.5	N	159.420	16=114.8	N	Macon	35-19	083-20
D9 Chambr	91	151.175	8 = 88.5	N	159.330	15=110.9	N	Haywood	35-34	082-54
D9 Toxway	92	151.175	8 = 88.5	N	159.465	13=103.5	N	Jackson	35-07	082-59
D9 Waucha	93	151.175	8 = 88.5	N	159.420	10 = 94.8	N	Graham	35-23	083-46
Open	94			N			N			
D-9 Tac 1	95	151.280	20=131.8	N	151.280	20=131.8	N			
D-9 Tac 2	96	159.375	20=131.8	N	159.375	20=131.8	N			
D-9 Tac 3	97	151.460	20=131.8	N	151.460	20=131.8	N			

D-12		Mt. Holly								
D12 Talkrn	98	151.3625	10 = 94.8	N	151.3625	10 = 94.8	N			
D12 Spence	99	151.3625	10 = 94.8	N	159.465	26=162.2	N	Gaston	35-17	081-06
D12 Chimny	100	151.3625	10 = 94.8	N	159.465	3 = 74.4	N	Rutherford	35-25	082-15
D-12 Tac1	101	151.160	9 = 91.5	N	151.160	9 = 91.5	N			
D-12 Tac2	102	159.330	9 = 91.5	N	159.330	9 = 91.5	N			
D-12 Tac3	103	159.435	9 = 91.5	N	159.435	9 = 91.5	N			

Exhibit K: NCFS Radio Frequencies Programmed In Aircraft Continued

DISPLAY NAME	NAT / CH NO.	RX FREQ.	RX TONE	BAND WIDTH	TX FREQ.	TX TONE	BAND WIDTH
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USFS RPT/TAC							
US FRYPAN	104	171.550	13=103.5	N	169.125	15=110.9	N
US HOTSPN	105	168.725	20=131.8	N	172.225	20=131.8	N
US HIPEAK	106	168.725	13=103.5	N	172.225	13=103.5	N
US TOXAWY	107	171.550	23=146.2	N	168.125	23=146.2	N
US WINSPR	108	171.475	20=131.8	N	168.125	20=131.8	N
US JOANNA	109	171.475	13=103.5	N	168.125	21=136.5	N
US FIRE NET	110	169.900	No Tone	N	169.900	No Tone	N
US A/G PRIM	111	164.150	No Tone	N	164.150	No Tone	N
SAC AG 1	112	169.200	No Tone	N	169.200	No Tone	N
SAC AG 2	113	170.000	No Tone	N	170.000	No Tone	N
SAC AG 3	114	166.675	No Tone	N	166.675	No Tone	N

STATE INCIDENT CH.							
INC-1	115	151.400	21=136.5	N	151.400	21=136.5	N
INC-2	116	151.460	21=136.5	N	151.460	21=136.5	N
INC-3	117	151.310	21=136.5	N	151.310	21=136.5	N
INC-4	118	151.265	21=136.5	N	151.265	21=136.5	N
INC-5	119	151.280	21=136.5	N	151.280	21=136.5	N
INC-6	120	151.160	24=151.4	N	151.160	24=151.4	N
INC-7	121	159.390	21=136.5	N	159.390	21=136.5	N
INC-8 A/G	122	171.575	20=131.8	N	171.575	20=131.8	N
INC-9	123	151.220	21=136.5	N	159.345	20=131.8	N
INC-10	124	151.325	21=136.5	N	159.330	17=118.8	N
DISPLAY NAME	NAT /	RX	RX TONE	BAND	TX FREQ.	TX TONE	BAND

	CH NO.	FREQ.		WIDTH			WIDTH
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STATE
INCIDENT CH.
Continued

INC-11	125	151.175	21=136.5	N	159.315	20=131.8	N
INC-12 S/F	126	154.280	No Tone	N	154.280	No Tone	N
AIR GUARD	127	168.625	No Tone	N	168.625	15=110.9	N
No Editing	128						

Exhibit L: Facilities and Communication

Agencies to this agreement will allow communication equipment to be located in/on their facilities as allowed under each agencies policies and procedures.

NFsNC radios are authorized to be located in the following NCFS offices and towers:

Offices:

New Bern District Office

Lenoir District Office

Towers:

Bearwallow	Joanna Bald
Chambers Mountain	Phillips Knob
Cowee	Simmons
Duckettop	Toxaway
	High Peak

NCFS radios are authorized to be located in these NFsNC offices:

NCICC Dispatch - Asheville

Croatan District Office - New Bern

Appalachian District Office - Burnsville

Tusquitee District Office - Murphy

NCFS will provide the NFsNC space for electronic equipment and antennas in State facilities on

Toxaway Mountain	Bearwallow Mountain
Phillips Knob	Duckettop
Spivey Mountain	High Peak
Rich Mountain	

A NCFS radio tower property form is required to use state facilities.

The NFsNC will provide the NCFS space for electronic equipment at the following towers

Frying Pan	Cowee Bald
Joanna Bald	Simmons
Sutton Top	Gibbs Peak

A communications special use permit will be issued at no charge for occupancy of the federally owned facilities. Use permits can be issued for up to 20 years.

The Great Smoky Mountains NP and the BIA share joint communication sites at Barnett Knob and Fry Mtn. Each agency maintains its own equipment. The BIA provides the annual costs of power to both Barnett Knob and Fry Mtn.

Tower Staffing

Agencies to this agreement will coordinate the use of fire towers.

Exhibit M: North Carolina Forest Service Aircraft

N#	MAKE/MOD		Call Sign	Location	District
N800Z	BEECH T-34B	Lead Plane	P-4	Kinston	Region 1
N8431V	Ayres /Thrush S2R	SEAT	Bomber-2	Kinston	Region 1
N2152X	MELEX M-18A	SEAT	Bomber-5	Kinston	Region 1
N21525	MELEX M-18A	SEAT	Bomber-6	Kinston	Region 1
N50139	MELEX M-18B	SEAT	Bomber-7	Kinston	Region 1
N6132N	BELL UH-1H	Type II	H-11	Hickory	Region 3
N60124	BELL UH-1H	Type II	H-10	Hickory	Region 3
N5182F	CESSNA 172F	Patrol/Scout Plane	P-32*	Kinston	Region 1
N9542W	CESSNA 182S	Patrol/Scout Plane	P-5	Kinston	District 4
N42058	CESSNA 182S	Patrol/Scout Plane	P-3	Hickory	District 2
N103NC	CESSNA 182S	Patrol/Scout Plane	P-30	Lumberton	District 6
N920NC	CESSNA 182S	Patrol/Scout Plane	P-33	Kinston	Region 1
N3521K	CESSNA 182T	Patrol/Scout Plane	P-1	Rockingham	District 3
N6492G	CESSNA 182T	Patrol/Scout Plane	P-6	Kinston	District 13
N1712S	CESSNA 182T	Patrol/Scout Plane	P-2	Whiteville	District 8
N22593	CESSNA 182T	Patrol/Scout Plane	P-7	Kinston	Region 1
N735DN	CESSNA 185	Patrol/Scout Plane	P-25*	Kinston	Region 1
N735AX	CESSNA 185	Patrol/Scout Plane	P-8	Hickory	Region 3
N735EK	CESSNA 185	Patrol/Scout Plane	P-16	Hickory	Region 3
N29FC	CESSNA U206	SEAT Utility	P-9	Kinston	Region 1
N350NC	EUROCOPTER	Type III	H-8	Kinston	Region 1
N370NC	EUROCOPTER	Type III	H-1	Lumberton	Region 2

*Spare patrol aircraft

Public /Civil Aircraft Utilization
Dispatch Work Sheet / Documentation Record

(To be completed *each operational period* by the Dispatcher that is representing the user agency.)

The intent of this work sheet is to accomplish the essential documentation required by the Public Safety act amendments pertaining to Public Aircraft 14 CFR part 1 definitions, not to delay the dispatch of initial Attack aircraft resources requested.

Utilization of Non – federal aircraft (State, County, etc) for a Federal incident / mission (or vice versa) where reimbursement will be required and a common treasury does not exist:

Yes: _____ No: _____

- a. If yes was identified; the following elements **MUST** be completed. (Additional clarification and information is identified in the Public / Civil Aircraft Dispatch matrix or Agency Policy on the Definition of public Aircraft 14 CFR Part 1 Definitions.)

Date/ time of request: _____ Initial Attack: YES NO

Incident Name: _____
(If known)

Jurisdictional Agency: Incident #: _____

Resource Requested: Date / Time needed: _____

Significant or Imminent Threat Exists: YES NO

Threat to Life

Threat to human Health

Threat to Property or Natural Resources

Commercial Civil Aircraft Operator unavailable to meet flight request: YES NO

Aircraft not available in a timely Manner

Aircraft not capable of meeting needs

Aircraft not Available (within ordering area of influence)

Items 2 and 3 need to be identified with a “yes” response or the flight will not meet the guidelines of Public Law 103-411.

REMARKS:

Certifying Dispatcher:

Name: _____ Date: _____

Dispatching Office: _____ Time: _____