

**Exhibit C. Operating Plan Template**

**Operating Plan**

**Between**

**United States Department of Agriculture, Forest Service**

Cherokee National Forest

Land Between the Lakes

**United States Department of Interior, Fish and Wildlife Service**

South Atlantic-Gulf & Mississippi Basin

**United States Department of Interior, National Park Service**

Southeast Region

**United States Department of Interior, Bureau of Indian Affairs**

Eastern Region

**State of Tennessee**

Department of Agriculture, Division of Forestry

This Operating Plan is hereby made and entered into by and between the Parties pursuant to the Master Cooperative Wildland Fire Management and Stafford Act Response Agreement signed and dated September 24<sup>th</sup>, 2019. This Operating Plan, inclusive of any referenced attachments or Exhibits, is tiered to the Agreement. A formal modification to the Agreement is unnecessary, but shall not contradict the Agreement.

All portions of this Operating Plan should be addressed. State if any item is not applicable, but do not remove the item. To facilitate review of this Operating Plan, do not change the format or delete sections. Items may be added as necessary to each of the sections.

**I. PURPOSE**

This is a Statewide Operating Plan applicable to all signatory parties within the State of Tennessee. Its purpose is to address statewide, or local issues affecting cooperation, interagency working relationships and protocols, financial arrangements, sharing of resources, and joint activities/projects. The Southern Area Mobilization Guide is considered part of this Operating Plan.

**II. RECITALS**

Stafford Act responses and related National Response Framework (NRF) activities will be accomplished utilizing established dispatch coordination concepts. Situation and damage assessment information will be transmitted through established fire suppression intelligence channels. Jurisdictional Agencies are responsible for all planning documents, i.e. land use, resource and fire management plans and decision support documents, for a unit’s wildland fire and fuels management program.

Protecting Agencies implement the actions documented and directed by the appropriate planning documents and decision support documents for initial and extended attack on wildfire incidents. They provide the supervision and support including operational oversight, direction and logistical support to IMTs.

**III. INTERAGENCY COOPERATION**

Interagency Dispatch Centers:

**Purpose and Overview**

The Tennessee Interagency Coordination Center (TN-TNC) is located at the Cherokee National Forest Supervisor’s Office in Cleveland, TN. TN-TNC will be the primary coordination center for agencies to this agreement for wildfire and all-hazard incident resource ordering requests. TN-TNC provides incident support by coordinating the mobilization of resources and has initial attack dispatching responsibilities for the Cherokee National Forest and Great Smoky National Park. The State of Tennessee, Department of Agriculture-Division of Forestry is responsible for dispatch of its own resources across the state on its own jurisdictional lands.

**Administrative Oversight/Structure**

- i. Executive Board: For USDA Forest Service, there is no executive board, the Center Manager is supervised by the Forest Fire Management Officer with final oversight by the Forest Supervisor.
- ii. Operations Group: For USDA Forest Service, TN-TNC falls under the operational umbrella of the Southern Area Coordination Center.

**Dispatch Organization**

- i. Staffing - Hours of operations will be 0800 to 1630 hours, Monday thru Friday. As activity increases, TN-TNC will staff as needed, or upon request, adjust for activities such as prescribed burning or other emergency incidents. There will be a dispatcher on call seven days a week. **The 24-hour contact number for the on-call dispatcher is (423) 476-9775.** The staff consists of a Center Manager,

Assistant Center Manager, and two Initial Attack Dispatchers. During periods of high fire danger or increased activity, TN-TNC may temporarily increase staffing to meet the needs of the situation.

### **Roles and Responsibilities**

- i. Center Manager** - The Center Manager's primary purpose is to direct, plan, organize, supervise, coordinate, and manage personnel and operational activities of the TN-TNC by providing focused responsive coverage during daily operations and emergency situations involving Federal agencies. In addition:
  - a. Determines priorities and supervises normal fire activities.
  - b. Responsible for the development and execution of operating plans and action guides for efficient and cost-effective mobilization of resources to emergency situations.
  - c. Ensures all activities directed by the dispatch center are conducted safely and is responsible for the effectiveness of decisions made at the center.
  - d. Performs a variety of staff, personnel and administrative duties related to fire management activities.
  - e. Provides daily briefings for assistant center manager and any detailers.
  - f. Acts as liaison for support operations and incident commanders.
  - g. Troubleshoots procedural problems in support operations and network. Identifies where bottlenecks or breakdowns are occurring and work to correct them.
  - h. Evaluates cost effectiveness and information flow.
  - i. Recognizes sensitive political or other special issues. Reacts to these issues to minimize their impact on operations.
  - j. Reviews intelligence summaries and reports and ensures reporting timeframes are met.
  - k. Ensures accurate data and maintains current knowledge of area activity.
  - l. Ensures coordination occurs. Monitors workload distribution and shift briefings.
  - m. Resource availability: Monitors status of national resources. Identifies shortages or potential problems and resolves them.
  - n. Coordination: Maintains communications concerning resource orders with field units, keeps abreast of general situations, and works to resolve conflicts. Shares information with Forest Duty Officer (FDO) and other appropriate entities.
  - o. Gives and provides briefings as requested.
  - p. Monitors weather patterns and forecasts; and maintains liaison with the National Weather Service and fire weather meteorologist. Identifies potentially significant weather situations.
  - q. Maintains contact with other intelligence operations as appropriate.
  - r. Reacts to special requests for information in a timely manner.
  - s. Supervision: Builds and manages an appropriate staffing level. Acts as focal point for all sections, resolves problems, and provides direction. Maintains a broad perspective for overall operation.
  - t. Serves as first line supervisor to the Assistant Center Manager and Initial Attack Dispatchers in terms of performance evaluations, development plans, time and attendance.

- u. Initiates performance appraisals, development plans, awards, or adverse actions with concurrence of the Forest Fire Management Officer.
- v. Oversees all daily operations of TN-TNC including staffing levels and schedules, resource availability, fire activity, resource mobilization.
- w. Implements the safe, cost effective ordering, scheduling, dispatching, and tracking of aviation resources. Coordinates Temporary Flight Restrictions (TFR) and Notices to Airmen (NOTAM) with the Federal Aviation Administration (FAA). Coordinates and implements emergency response plans
- x. Span of control -First Line Supervisor of Assistant Center Manager and Initial Attack Dispatchers.

**ii. Assistant Center Manager -** The Assistant Center Manager is responsible for the technical accuracy in the execution of resource orders and operational efficiency of the section. This position performs routine dispatching duties and serves as the floor lead for initial attack dispatchers, aircraft dispatchers, support dispatchers, and dispatch recorders, if assigned. This position organizes and disseminates incident intelligence through formalized reports, informal contacts and other sources.

- a. Receives resource status from field offices and all resources via telephone; situation reports, electronic mail, verbal updates, and briefings.
- b. Utilizes resource-tracking systems. Documents resource status on appropriate log notes, resource order, and resource database. Verbally updates Center Coordinator on resources which are critically in short supply and those where shortages are anticipated.
- c. Displays resource status. Maintains visual status of appropriate resources using maps and other established systems.
- d. Places resource requests determining closest available resource and alternatives. Sources include NFES catalog, availability displays, reference books, mobilization guides, manager input, etc. Places order.
- e. Processes assigned resources. Documents assigned resources to allow for good resource tracking using resource order forms/Resource Ordering and Status System (ROSS), and resource database. Documents travel information and passes information to requesting unit.
- f. Closes order per identified procedure.
- g. Provides field units with information concerning use, capabilities, and availability of specific resources. Advises field of proper ordering procedures. Using General Message Forms.
- h. Refers questions concerning policy or interpretation of general operating procedures to the manager.
- i. Beginning each shift review: dispatch logs, notes, and resource orders/ROSS.
- j. Documents significant events in log to ensure continuity of information.
- k. At close of shift review: orders and logs to ensure complete documentation. Conducts briefing with replacement.
- l. Monitors resource tracking systems. Receives verbal updates from dispatchers on resources, noting any shortages or opportunities for reassignments. Relays this

information to manager, document in shift log, makes sure information is discussed with other shifts, and relays to other entities as appropriate.

m. Observes chain of command. Receives assignments for section from Center Coordinator and delegate as appropriate. Sets timeframes and standards. Deals with personnel problems and concerns in a conscientious and diplomatic manner. Assigns work schedules for employees.

n. Acts as technical specialist for reviewing resource requests.

o. Helps dispatchers by giving insight as to best resource to fill a request.

p. Supervises processing of resource orders. Monitors information on subsequent unavailability of referred resource or major changes in agreed upon plan of action. Thinks ahead for alternatives and is aware of length of assignment issues. Considers resource availability, closest forces, cost effectiveness, safety, transportation availability, areas of fire activity or anticipated activity, and established priorities. Identifies preferred course of action to the manager.

**iii. Initial Attack Dispatchers**

- a. Performs general dispatch duties for the TN-TNC initial attack operations.
- b. Keeps the center manager/assistant center manager informed of fire situations.
- c. Receives fire report and initiates proper response as dictated by protocol, dispatch level, and local intelligence.
- d. Tracks all initial attack resources on a daily basis.
- e. Collects and distributes weather reports, fire behavior information, resource availability, etc.
- f. Provides a communication link to all suppression and prescribed resources.
- g. Coordinates with District Point of Contact (POC) regarding resource status, detection requests, and other suppression duties.
- h. Provides initial coordination for additional emergency response (haz-mat, search & rescue, etc.).
- i. Completes all necessary records and distributes as appropriate.
- j. Keeps supervisor informed of all activity.
- k. Updates maps, resource lists, hazards, etc., as required.

**Dispatch Services**

**i. Initial and Extended Attack** – TN-TNC (Cherokee Dispatch) will provide initial and extended attack dispatching for the Cherokee NF and Great Smoky Mountain National Park (TN-GSP). Currently there is no direct radio contact with TN-GSP resources, but TN-TNC shall create incidents as they occur in WildCad, create unique fire codes and incidents within ROSS/IROC, and order/mobilize/demobilize applicable resources as needed. The Center will provide expanded dispatch support to all Cooperators as is practical; some expanded dispatch services may be subject to cost share agreements.

**ii. Mobilization, Demobilization and Support** - All TN-TNC Cooperators shall be mobilized and demobilized either through TN-TNC or a 4th tier dispatch subordinate to TN-TNC for all incidents between state and federal cooperators.

State-to-State Compact Agreement resources ordered and filled through the National Association of State Foresters will not utilize TN-TNC for mobilization and demobilization.

iii. **Aviation** - Currently, aviation operations for in-state activities are the responsibility of individual agencies. Reasonable notice will be given between Cooperators when reconnaissance aircraft fly near or across jurisdictional boundaries. This shall be communicated through Duty Officers/Points of Contact to TN-TNC, and TN-TNC shall communicate to all other affected Cooperators. Requests between Cooperators for aircraft shall be made through TN-TNC. Requesting Cooperators shall be made plainly aware of any reimbursable costs that may be associated with the ordering of said aircraft

iv. **Prescribed Fire** - Implementation of prescribed fire activities shall be communicated between cooperators. TN-TNC shall provide dispatch services for all prescribed fires for the Cherokee NF and Great Smoky Mountain National Park. Prescribed fires for other Cooperators shall be dispatched by their own agencies.

v. **All Hazard** - All-hazard incidents occurring on Cherokee NF lands shall be dispatched through TN-TNC. Response to all-hazard incidents on lands protected by other cooperators shall be dispatched by the responsible agency. Request for interagency assistance to the Cherokee NF shall be made through TN-TNC.

All-hazard FEMA (Stafford Act) incidents shall be created by TN-TNC in communication with the assigned ESF4/Washington Office; personnel and overhead/crew requests for these FEMA incidents shall be run through this same channel, utilizing ROSS/IROC.

### **Funding**

- i. **Interagency Coordination Center** - TN-TNC is currently funded in its entirety by the Cherokee NF. This includes all assigned staff (Center Manager, Assistant Center Manager and (2) Initial Attack Dispatchers), facilities, and utilities. Opportunities to assist with staffing and funding of TN-TNC will be forthcoming as feasible.
- ii. **Cost Share** - All agencies have cost sharing mechanisms at their disposal and will be utilized where appropriate
- iii. **Financial Plan** – N/A

**Standards:** All federal parties to this agreement will follow all guidance laid out with the Standards for Fire and Fire Aviation Management.

All Federal Agencies party to this agreement will follow all guidance set forth within their respective Land and Resource Management Plans and/or unit level Fire Management Plans.

The State of Tennessee, Department of Agriculture-Division of Forestry will follow guidance within the Fire Management Handbook.

Supplemental Fire Department Resources: N/A

#### IV. **PREPAREDNESS**

##### **Protection Planning:**

Each agency will provide for protection within their jurisdictional boundaries in the state of Tennessee.

##### **Protection Areas and Boundaries:**

###### **USDA Forest Service**

All lands administered by the USDA FS.

###### **National Park Service**

All lands administered by the USDOJ NPS.

###### **USDOJ Fish and Wildlife Service**

All lands administered by the USDOJ FWS.

###### **USDOJ Bureau of Indian Affairs**

All lands administered by the USDOJ BIA.

###### **State of Tennessee**

All state and private lands.

##### **Methods of Fire Protection and Suppression:**

###### **Reciprocal (Mutual Aid) Fire Assistance:**

The closest available resources will initiate suppression action on any wildfire on reciprocally protected lands regardless of land ownership. The reciprocal area is identified by a one mile buffer each side of Federal ownership boundaries. The jurisdictional agency will not be required to reimburse the supporting agencies for initial attack resources for the first 24 hours, unless agreed to in writing and with the exception of air tanker operations. If the agency having jurisdictional authority requests continued assistance from the supporting agencies, suppression costs are reimbursable following the

first 24 hours after the incident report date, unless otherwise documented by the agencies. 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.

For wildfires located outside of the one-mile reciprocal area, agencies may provide assistance upon request of the protecting agency. Supporting federal agencies will not bill the State, or vice versa, for initial attack ground resources for the first 24 hours. Helicopters and Air Attack will be negotiated by the jurisdictional duty officer and the supporting duty officer for applicable support costs (i.e. Flight hours, etc.).

Helicopter and Air Attack operations exceeding the first 24 hours will be reimbursed unless waived by the Agency Administrator, Forest Fire Management Officer, or designee of the responding agency. Reimbursement rates will be based on flight hours and applicable support costs.

Rates for the State can be found in the Southern Area Mob Guide or upon request from the Tennessee Division of Forestry. Federal rates will be based on the applicable contract. Each responding agency will submit invoices as outlined in the Fire Suppression Billings section.

Air tanker operations are reimbursable resources to be paid by the jurisdictional agency.

**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 document reimbursement charges for extended attack fires.

**Joint Projects and Project Plans:**

Good Neighbor Agreement between the USDA Forest Service-Cherokee National Forest and State of Tennessee, Department of Agriculture-Division of Forestry.

**Fire Prevention:**

The Agencies to this agreement agree to cooperate in the development and implementation of fire prevention programs and 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 disseminations of Southern Cooperative Forest Fire Prevention (SCFFP) materials such as press releases, TV and radio spots, etc., to avoid duplication of efforts.

Fire Prevention Education Teams (FPET) as 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 USDA Forest Service will develop a joint plan for use of Community Protection Program grant funds adjacent to USDA Forest Service lands.

**Public Use Restrictions:**

Closure orders and burn bans may be put into effect by any agency under its authority; however, before such action is taken, all agencies will determine the seriousness of the situation and every reasonable effort will be made to insure uniform and simultaneous action by all agencies.

**Burning Permits:**

Burning permits are required for prescribed fires and outdoor burning between October 15 and May 15. Permits will be issued only by the State of Tennessee, Department of Agriculture-Division of Forestry by calling a local Division of Forestry office. Campfires in developed federal campgrounds and disbursed recreation areas are exempt.

**Prescribed Fire (Planned Ignitions) and Fuels Management:**

Notification processes shall conform to local policies that govern prescribed burning operations for each agency. Agencies agree to share maps and information concerning identified prescribed fire areas of mutual significance. Each agency will assist each other with hazardous fuels mitigation projects as their agency policy allows.

**Smoke Management:**

Cherokee National Forest smoke management planning and implementation will conform to the regulations of the USFS, Region 8 Smoke Management Guide and Tennessee State requirements. Those projects performed exclusively on Tennessee State jurisdictional lands will conform to applicable Tennessee Smoke Management policies.

**V. OPERATIONS**

**Fire Notifications:**

The parties to this agreement will confer and dispatch the most logical forces to handle a wildfire incident. In the event contact between dispatchers cannot be made, each dispatcher shall send forces promptly to start suppression actions.

Notification of suppression actions on lands managed by another agency should be made as soon as possible. In the event that notification cannot be made immediately, then the suppressing agency shall notify the jurisdictional agency before the close of business the

day following suppression actions. The agency taking action on a reciprocal fire will forward a copy of the individual fire report to the jurisdictional agency within 10 days.

Clear communication between agencies should be established so that multiple SIT/209 reports are not submitted in error.

The USDA FS will report as Forest Service fires, all fires on which Forest Service crews are used regardless of land ownership and location and in addition all fires which burn wholly or in part on National Forest land which are extinguished by state crews.

The Tennessee Division of Forestry will report as state fires, regardless of land ownership, those fires that are extinguished wholly or in part by their fire crews. These fires will be included in the Tennessee State Annual Fire Report to the USFS Regional Office. Fires suppressed by Forest Service crews on non-federal land without State assistance will not be included in the Tennessee annual fire report.

**Boundary Line Fires:**

Boundary line fires will be the initial attack responsibility of both protecting agencies on either side of the boundary. Neither party will assume the other is aware of the fire, or is taking action. The officer-in-charge who arrives first at the fire will act as Incident Commander. All agencies agree that each fire attacked jointly must have only one incident commander. When both parties have arrived, the designation of the Incident Commander will be mutually agreed by ranking members of each agency and announced to dispatching offices of each agency. On any fire burning wholly or largely on National Forest land, the USDA FS Officer on the ground will be the recognized incident commander. The ranking officers of each agency shall mutually agree upon the fire control strategy with the areas of suppression responsibility more or less conforming to areas of protection responsibility. If the ranking officers cannot agree as to the management of the fire, they will report this to their respective superior officer. Actions will be taken, when practical, to prevent the fire from crossing jurisdictional boundaries.

Cost efficiencies will also be considered by the Incident Commanders from agencies to this agreement when developing suppression strategies. It may be necessary to relocate containment lines when considering factors such as loss and benefit to the land resource, social and political values, and existing legal statutes.

**Independent Action on Lands Protected by Another Agency:**

Agency guiding documents (LRMP, FMP, state agency MOU's, etc.) and wildfire suppression policies will be followed with regards to development of appropriate fire management strategies and tactics on all wildfires. Incident Commanders will be trained by the respective agencies to anticipate the need to adjust strategies and tactics on cooperator lands.

**Response to Wildland Fire:**

**Special Management Considerations:**

Unless there is an immediate threat to life or structures, contact TNCC prior to dozer deployment by a state resources on federal lands. If sensitive resources are indicated within the fire area, dozer use may only be authorized in cases of imminent threat to life or structures. If dozer use is acceptable, the appropriate federal agency will make every attempt to provide a Resource Advisor to the Incident. TNCC will be the liaison between the state and federal agencies as much as circumstances allow.

For fires on lands managed by the National Forests, if lightning is suspected as the cause of the fire contact TNCC immediately prior to taking suppression actions unless there is immediate threat to life or structures. Minimal Impact Suppression Tactics will be used in all wilderness areas. No mechanized equipment (chainsaws, leaf blowers, aviation resources, etc.) will be used except by approval of the Forest Supervisor. The use of a dozer in USDA FS wilderness areas must be approved by the Regional Forester.

The Fire Suppression Planning and Operations Guide will be followed for all fires occurring within the Trail of Tears National Historic Trail (TOTNHT)/Unicoi Turnpike (UT) 1500' corridor. A Resource Advisor should be ordered through TNCC before proceeding with suppression actions unless there is immediate threat to life or structures. The Operations guide and map are available at TNCC.

For fires on NPS lands, the use of aerially delivered fire retardant and ground disturbing equipment requires Superintendent approval. If approved, a Resource Advisor will be provided by the local NPS unit or ordered through TNCC.

**Decision Process:**

Agencies will utilize Unified Command when possible and decisions on strategies and tactics will be based on each individual fire.

**Cooperation:**

A representative from all parties to this agreement will be invited to the bi-annual Co-Op meeting to discuss strategies and tactics to work between jurisdictional boundaries. Locally, parties may meet more frequently to discuss methods for interagency cooperation.

**Communication:**

Representatives from parties to this agreement will communicate between dispatch centers to ensure all parties are informed of suppression actions of each neighboring jurisdiction. Communication methods could include radio, phone, text, or email.

**Cost efficiency:**

Jurisdictions will communicate when cost efficiency measures may be required for suppression strategies and tactics on unified command incidents.

**Delegation of Authority:**

Each agency will delegate authority to their respective Incident Commanders according to their own policies. Incident Commanders operating under this agreement shall be extended the authority for actions under this agreement.

For fires on state protected lands, the state ranking official on the ground will issue a verbal Delegation of Authority to outline budgetary constraints and expectations.

For fires on USDA Forest Service-Cherokee National Forest lands, there is a blanket delegation signed by the Forest Supervisor for all type 4 and 5 fires.

For fires on NPS lands (NEED INPUT)

**Preservation of Evidence:**

Evidence will be preserved in accordance with applicable agency regulations and policies.

Responders from each agency shall make every safe effort to preserve the area of origin on each fire. Each fire on lands managed by federal agencies shall be investigated by agency-specific Wildland Fire Investigators and/or Law Enforcement Officers.

**VI. USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES**

**Cost Share Agreement**

When the potential exists for extended attack on a multi-jurisdictional incident, cost share agreement negotiations should be considered.

When a wildland fire that is being managed for multiple objectives spreads to a neighboring jurisdiction because of strategic decisions, and in a location where fire is not wanted, the managing jurisdiction may be responsible for wildfire suppression costs.

In those situations where weather, fuels or fire behavior of the wildland fire precludes stopping at jurisdiction boundaries, cost share methodologies may include, but are not limited to:

- a. Each jurisdiction pays for its own resources – fire suppression efforts are primarily on jurisdictional responsibility lands.
- b. Each jurisdiction pays for its own resources – services rendered approximate the percentage of jurisdictional responsibility, but not necessarily performed on those lands.
- c. Cost share by percentage of ownership.
- d. Cost is apportioned by geographic division or percent of effort. Examples of geographic divisions are: Divisions A and B (using a map as an attachment); privately owned property with structures; or specific locations such as campground.
- e. Reconciliation of daily costs (for larger, multi-day incidents). This method relies upon daily agreed to costs, using Incident Action Plans or other means to determine multi-Agency contributions. Reimbursements must be followed up by a final bill.

**Mobilization Options:**

**Cost Reimbursement Option:**

The state may provide assistance to the federal parties to this agreement on a cost reimbursement basis in accordance with the Tennessee pay rates and/or plans. The state equipment rates will be in accordance with the compact rates outlined in the Southern Area Interagency Mobilization Guide.

State resources mobilized under this option will retain all state employment benefits and the state will remain accountable for employee benefits including worker's compensation.

Payment will be made by the requesting agency upon presentation of an invoice for costs incurred which will include salary and overtime for those in State Employee (SE) status, equipment time, allowable travel expenses, and the negotiated indirect cost rate agreement (NICRA). Documents of cost shall be made via co-signature time/use tickets by the authorized official at the incident having knowledge of the work performed by those state resources assigned.

Crews dispatched on interagency fires will normally be available for fourteen days plus travel from time of initial dispatch with extensions up to twenty-one days approved on a case by case basis by the State Forester and Fire Chief.

The Forest Service may request the use of state personnel and/or equipment for dispatch to assist in any presidentially declared Disaster Relief or Emergency within or outside Tennessee. These requests will be by the authority of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended by Public Law 106- 390, October 30, 2000. (See Exhibit H).

**Administratively Determined Option:**

When necessary, state personnel may be hired as USDA FS Administratively Determined Emergency Employees and can be assigned under the provision of the appropriate Pay Plan for Emergency Firefighters. State personnel must meet all qualification requirements as listed in the NWCG Wildland Fire Qualifications Guide (PMS 310-1) or the Federal Supplement to the Qualifications Guide.

Crews dispatched on interagency fires will normally be available for fourteen days plus travel from time of initial dispatch with extensions up to twenty-one days approved on a case by case basis by the Hiring Official.

State personnel, when dispatched to fires or other emergencies by the Forest Service as a USUA FS AD and incur expenses for goods or services (meals, lodging, transportation, fuel, etc.) which are normally furnished by sending or receiving unit, may be reimbursed for said expenses only if approval is given by the Forest Service. Receipts for each purchase must support reimbursement.

Under this option all provisions of the AD pay plan apply. This option is considered temporary employment; there is no entitlement for sick leave and continuation of pay for

injuries is extremely limited. Entitlement of benefits for any injury is determined by the Department of Labor Office Worker's Compensation Program.

**Training:**

The Agencies to this Agreement will cooperate to assure that training opportunities are 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 facilities. Each agency will be responsible for their own incurred training costs including, but not limited to, travel, salary, instructor support, facilities, and materials.

**Communication Systems:**

The Agencies to this Agreement mutually agree to allow one another the use of communications systems such as radio frequencies, computer system access, data transmission lines, and communication sites when there is a mutual benefit to the agencies.

**Fire Weather Systems:**

All agencies within this agreement maintain several Remote Automated Weather Stations. All agencies agree to be responsible for the upkeep and maintenance of its respective stations as well as establishing the stations in the Weather Information System (WIMS).

**Incident Meteorological (IMET) Services:**

All agencies within this agreement cooperate with the National Weather Service (NWS) and sign an Annual Operating Plan with NWS each year.

**Aviation Operations:**

Chattanooga Air Tanker Base Agreement with USDA FS and NPS.

**VII. BILLING PROCEDURES**

(Refer to Exhibit D of the Master Coop Agreement—Reimbursable Billings and Payments)

**Suppression Billing:**

**Billing information, provide:**

- Agency name and billing address
- Financial Contact (name, phone, email)
- Agency Data Universal Numbering System (DUNS)
- When the state is the supporting agency, they submit their billing to the appropriate federal agency. Federal agencies will submit billings to the state when they are the jurisdictional agency.

- Agencies will share their respective individual incident Resource Order numbers for cross-reference purposes.

**Billing Estimates/Timeframes:**

On fires where costs are incurred pursuant to Annual Operating Plans, the billing Agency shall submit a bill or estimate for reimbursement as soon as possible, but not later than 180 days after the fire 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 180 days after control of the fire. After the final billing has been sent, and if additional costs are identified, a supplemental billing may be issued if agreeable to applicable parties.

**Billing Content:**

Bills will be identified by funding code, fire name, location, jurisdictional unit, appropriate order number, and will be supported by adequate documentation, including applicable Cost Share Agreements.

**Billing Addresses:**

National Park Service  
Southeast Region  
Attn: Billing Dept. (Sandra Mallard)  
1924 Bldg. 100 Alabama St. SW  
Atlanta, GA 30303

US Fish and Wildlife Service  
Attn: Fire Management  
1875 Century Blvd  
Atlanta, GA 30345

State of Tennessee, Division of Forestry  
Attn: Fire Management  
PO Box 40627  
Nashville, TN 37204

USDOJ Bureau of Indian Affairs  
Attn: Fire Management  
545 Marriott Drive Suite 700  
Nashville, TN 37214

USDA Forest Service  
Land Between The Lakes  
Attn: Fire Management  
100 Van Morgan Drive  
Golden Pond, KY, 42211

USDA Forest Service  
Cherokee National Forest  
Attn: TNCC  
2800 Ocoee Street North  
Cleveland, TN, 37312

**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.

**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.

**Payments:**

Payments will refer to the bill number and fire name and will be sent to the appropriate billing address.

**Late Payment Charges:**

Late payment charges may be waived by the billing agency unless late payment charges are mandated or required by law. An agency may subtract unpaid obligations from bills received by agencies with delinquent payments.

**Fee Based Services** – Billings will be in accordance with separate written agreement or contract(s).

**Non-Suppression Billings:** As described in this Operating Plan, the Parties may jointly conduct cooperative projects and/or share resources to carry out non-suppression activities in support of interagency fire management. These joint projects or activities may involve sharing of costs and/or a transfer of funds between the Parties involved, at which time a separate, local agreement, procurement, or other appropriate written document will be required. Billing will be defined under the terms of that document.

**Stafford Act Billings**

- Refer to Exhibit H of the Master Coop Agreement – Use of and Reimbursement for Shared Resources in Stafford Act Response Actions
- Billing timeframes – Provide contact information and process required for any written request for extensions beyond timeframes established in Exhibit H.



VIII. GENERAL PROVISIONS

**Principal Contacts:** Refer to Exhibit B of Master Coop Agreement – Principal Contacts. Complete and add to this Operating Plan.

**Personnel Policy:** See Exhibit XX – Supplemental Fire Department Resources. List personnel to be mobilized under the terms of that Exhibit by name, position(s), and identified as Single Resource. While on assignment, these individuals are (XX) FD employees and the (XX) FD will be reimbursed for their actual costs.

**Modification:** Modifications within the scope of this Operating Plan shall be made by mutual consent of the Parties, through the issuance of a written modification signed and dated by all Parties prior to any changes being performed. Any Party shall have the right to terminate their participation under this Operating Plan by providing one year advance written notice to the other Parties.

**Annual Review:** This Operating Plan is reviewed annually by May 6 and revised, as needed.

**Duration of Operating Plan:** This Operating Plan is executed as of the date of last signature and remains in effect through September 24, 2024 unless modified or superseded.

If the current Master Coop Agreement is superseded by a new Agreement, this Operating Plan may remain in effect to the extent that it does not conflict with provisions of the new Agreement, but only until such time that all activities and conditions can be incorporated into a new Operating Plan.

**Previous Instruments Superseded:** List, as applicable.

**Authorized Representatives:** By signature below, all signatories to this Operating Plan certify that the individuals listed in this document are authorized to act in their respective areas for matters related to this Operating Plan.

IX.

REVIEW AND SIGNATURES

USDOJ FISH AND WILDLIFE SERVICE  
Southeast Region, Zone 7

RICHARD STRUHAR Digitally signed by RICHARD STRUHAR  
Date: 2020.04.01 16:28:21 -04'00'

Fire Management Officer  
Date: 04/01/2020

USDOJ NATIONAL PARK SERVICE  
Southeast Region

GREGORY SALANSKY Digitally signed by GREGORY SALANSKY  
Date: 2020.04.03 13:33:45 -04'00' TRAVIS NEPPL Digitally signed by TRAVIS NEPPL  
Date: 2020.04.03 13:14:37 -05'00'

Regional Fire Management Officer  
Date: \_\_\_\_\_

USDOJ BUREAU OF INDIAN AFFAIRS  
Eastern Region

RICHARD MELVILLE Digitally signed by RICHARD MELVILLE  
Date: 2020.04.09 14:23:15 -05'00'

Eastern Regional Director  
Date: \_\_\_\_\_

STATE OF TENNESSEE  
Division of Forestry

David Arnold Digitally signed by David Arnold  
Date: 2020.05.05 10:59:13 -05'00'

State Forester  
Date: \_\_\_\_\_

MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

FS Agreement #20-FO-11080400-077

USDA FOREST SERVICE  
Land Between The Lakes

TINA TILLEY Digitally signed by TINA TILLEY  
Date: 2020.05.05 14:03:31 -05'00'

Area Supervisor

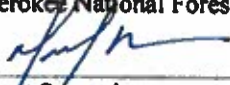
Date: \_\_\_\_\_

ROBERT SIGLER Digitally signed by ROBERT SIGLER  
Date: 2020.05.05 14:12:25 -05'00'

Agreements Specialist

Date: \_\_\_\_\_

USDA FOREST SERVICE  
Cherokee National Forest

  
Forest Supervisor

Date: 5/6/2020

ROBIN STIDHAM Digitally signed by ROBIN STIDHAM  
Date: 2020.05.23 17:43:42 -04'00'

Agreements Specialist

Date: 3/23/2020