

Exhibit C. Operating Plan Template

Operating Plan Template Between
***National Park Service—National Capital Region, Northeast Region, Blue Ridge
Parkway;***
United States Fish and Wildlife Service—Northeast Region;
United States
***Department of Agriculture, Forest Service—George Washington and Jefferson
National Forests 21-FO-11080800-311;***
Commonwealth of Virginia—Virginia Department 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 (Agreement) signed and dated October 14, 2021. 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 Virginia. Its purpose is to address (geographic, 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 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:

Virginia Multi-Agency Coordinating (VMAC) Group: The Virginia Multi-Agency Coordinating (VMAC) Group was chartered January 1, 1995 to provide effective, efficient all-risk management through an interagency approach, by participating agencies within the Commonwealth of Virginia.

Membership: The VMAC Group will be comprised of the lead fire manager, or his/her designee, from each of the Agencies signatory to the Master Cooperative Wildland Fire Management and Stafford Act Response Agreement.

The VMAC Group will annually elect a Chairperson, whose term will last one calendar year. The Chairperson will ensure that the Group meets at least twice annually, and will represent the Group in official matters as necessary.

Members of the VMAC Group may choose to participate in the Virginia Interagency FDOP (Fire Danger Operating Plan). The existing FDOP plan shall be updated as the new NFDRS 2016 Fuel Models are incorporated. Signatory members of the FDOP shall be invited to incorporate these updates in a meeting, at a later date to be determined. Signatory members of the FDOP will have the ability to share Duty Officers across Agency boundaries. Specific responsibilities of these Duty Officers shall be resolved during a future VMAC meeting, and incorporated into this Annual Operating Plan.

Purpose: The VMAC Group shall provide direction and oversight on issues and opportunities that involve multiple member agencies such as training, resource response/allocation and priority setting, interagency incident management teams, the Virginia Interagency Coordination Center, and Fire Program Analysis.

VMAC Group recommendations must receive formal agency review, acceptance, and distribution for implementation. Operational changes which do not include policy changes or costs may be implemented directly through their appropriate channels. Items which require policy changes, modifications, or costs will be submitted for approval by agency administrators.

Agency representatives will be responsible to ensure that respective agency policy and procedures are maintained and agency administrators are informed. The members will coordinate recommendations for agency acceptance and implementation. They will serve at the discretion of their agencies. Attendance at all meetings is open to visitors that are approved by the VMAC Chairperson.

Interagency Dispatch Center:

A. Purpose and Overview

The Virginia Interagency Coordination Center (VA-VIC) coordinates the mobilization of resources provided by cooperating federal and state agencies (VA-VIC Cooperators) to respond to incident needs both within and outside of Virginia. All participating agencies recognize that DOF, NPS, and FWS operate dispatch offices across the state and those offices are responsible for dispatching initial attack resources within their jurisdictional areas. The VICC Center provides initial attack responsibilities for the GW/Jefferson NF. The Center will provide expanded dispatch support services of varying degrees based on practicality, to its Cooperators, including **BLM:** (VA-ESO) **FS:** (VA-VAF) **FWS:** (VA-BBR) (VA-CHR), (VA-ESR), (VA-EVR), (VA-EVR), (VA-GDR), (VA-MNR), (VA-PRR) **DOF:** (VA-VAS) **TNC:** (VA-WWN), (VA-VAFN) **NPS:** (VA-EICC), (VA-SHP), (MD-NCC) **WO-Washington DC:** (DC-FEMA), (DC-USFA), (DC-WOA), (DC-WOD), (DC-WOF), (DC-WOG), (DC-WOI), (DC-WOR). These support services may include Resource Statusing in ROSS/IROC, and cooperative relationships for resource utilization, training and/or intelligence sharing.

B. Administrative Oversight/Structure

Executive Board

Each of the VA-VIC Cooperators and cooperating agencies have one or more designated Fire Contacts, which are listed on the phone lists in the Dispatch Office. Communication between VA-VIC and its cooperators is to be directed through these Fire Contacts or their designee(s).

Operations Group

The Operations Group is the same group of primary fire contacts referenced in the paragraph above.

C. Dispatch Organization

Staffing

VICC (VA-VIC) is located in the DOF Headquarters at 900 Natural Resources Drive, Charlottesville, VA, 22903. The DOF will provide a designated space for VICC (VA-VIC), to include an Initial Attack floor space for GW/Jefferson NF initial and extended attack operations, and for DOF administrative radio and resource tracking, to be staffed at any time by DOF personnel. The IA floor space will be shared by DOF and FS personnel and shall be under the management of the VICC Center Manager. The space may be rearranged or modified to accommodate other Cooperators at a future date, if needed. A shared office space will also be provided for the Center Manager and Assistant Center Manager. A third space will be provided for GW/Jefferson NF Forest Duty Officers/Forest FMOs. A space shall be provided for an Expanded Dispatch operation during intermittent periods of high fire and all-risk activity.

VICC (VA-VIC) will be staffed by the Center Manager, who is to be supervised by the GW/Jefferson NF Forest FMO. VICC will also be staffed by an Assistant Center Manager, an Administrative Assistant, and an Initial Attack Dispatcher, all to be supervised by the Center Manager.

DOF personnel may assist with VICC staffing with the approval of the State Fire Chief and the VICC Center Manager, as needs arise.

The Center may be staffed with detailers as needs arise, and under the supervision of the Center Manager.

D. Roles and Responsibilities

Center Manager

The VICC Center Manager shall coordinate VMAC meetings with all Cooperators, and the VMAC Chairperson, to be held at a minimum of twice a year in the DOF Headquarters building. These meetings shall encompass interagency strategies to make statewide and national firefighting and all-risk efforts more efficient. These meetings shall include an annual review of this Operating Plan, new ideas implemented, and signatures secured in a timely manner. Monthly, weekly, or even daily situation calls shall be created during times of high fire or all-risk activity, to be hosted by the VICC Center Manager. The Center Manager manages the IA floor, is responsible for WIMS and RAWS data processing, and assists the GW/Jefferson NF Forest FMO with the duties of Forest Training Officer.

Assistant Center Manager

The ACM shall cover CM duties when CM is unavailable, and will assist with running the IA floor, assisting with WIMS and fire weather, and Forest training duties as needed.

Initial Attack Dispatcher

This position will be delegated responsibilities as needed, works directly for the Center Manager, and is the IA floor lead when the ACM is not on the floor.

Administrative Assistant

This position works directly for the CM, and is responsible for all AD paperwork and casual hire time/travel reimbursement.

E. Dispatch Services

Initial and Extended Attack

VICC (Charlottesville Dispatch) will provide initial and extended attack dispatching for the GW/Jefferson NF. The Center will provide expanded dispatch support to all Cooperators as is practical; some expanded dispatch services may be subject to cost share agreements.

All VA-VIC Cooperators shall be mobilized and demobilized either through VICC or a 4th tier dispatch subordinate to VICC 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 VA-VIC for mobilization and demobilization.

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 VICC, and VICC shall communicate to all other affected Cooperators.

Requests between Cooperators for aircraft shall be made through VICC. Requesting Cooperators shall be made plainly aware of any reimbursable costs that may be associated with the ordering of said aircraft.

Prescribed Fire

Implementation of prescribed fire activities shall be communicated between cooperators.

Charlottesville Dispatch (VICC) shall provide dispatch services for all prescribed fires for the GW/Jefferson NF. Prescribed fires for other Cooperators shall be dispatched by their own agencies.

All-Hazard

All-hazard incidents occurring on GW/Jefferson NF lands shall be dispatched through VICC. Response to all-hazard incidents on lands protected by other cooperators shall be dispatched by the responsible agency.

Request for interagency assistance to the GW/Jefferson NF shall be made through VICC.

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

AD/Casual Hire Program

VICC maintains the GW/Jefferson NF's Casual Hire program for all personnel who qualify as ADs. These casual hires fall under the Forest Service purview when in pay status, and must re-qualify for this status each calendar year. AD paperwork and SOPs (to be signed by AD and returned electronically) will be disseminated to all potential ADs through an email mailing list and on the DOF website.

The GW/Jefferson NF Forest FMO has ultimate authority to sponsor or not sponsor any individual, based on the current needs of the Forest, and the past performance of the AD. Current policy as it relates to AD/Casual Hires is spelled out in the Interagency NWCG Standards for Interagency Incident Business Management, the 2019 Forest Service AD Pay Plan, and the 2019 Forest Service Casual Hire's Travel Process.

VICC keeps and maintains fire records for those persons who qualify as ADs, with the exception of DOF employees. ADs who are *not* DOF employees shall attend a yearly mandatory AD/Casual Hire refresher, and must pack test during this time, if necessary for their position.

AD/Casual Hires shall be ordered with the full understanding that Agency resources (DOF, USFS, NPS, USF&W personnel) have priority over ADs during wildfire and all-risk events. When being ordered as AD/Casual Hires, full-time DOF employees shall have priority on being ordered over part-time DOF employees.

Interagency Crew Mobilization

VICC shall build rosters for, and make available, all Interagency Type 2 IA crews. This availability shall be communicated to the Southern Area Coordination Center.

These crews shall be built in as balanced a manner as possible, striving for 5 personnel per Cooperating agency, to create a 20-person crew. This is not always possible but will be the highest goal.

VICC shall ascertain from each Cooperator what Crew Boss Trainees they have available on a calendar year basis, and all efforts will be made to assign the trainee nearest to completing their task-book. Every effort will be made to pair crew boss

trainees with a different Agency, so as to foster interagency relationships. (ex.: CRWB (Q) from DOF, to be paired with a CRWB (T) from NPS.)

VICC shall make known to all cooperators and their prospective crew bosses the Standards for VICC Interagency crews on an annual basis. All Cooperators and qualified crew bosses shall sign this SOP and understand that their crew bosses shall adhere to them.

VICC Interagency crews shall be made available for a minimum of 7 days with a specific crew boss, during which time the crew boss shall be responsible for all crew communication, concerning availability/unavailability, and ensuring all crew members and overhead know what is expected of them, and what they are to bring with them on assignment. At the end of this 7 day period, crew bosses, overhead, and crewmembers that would like to go available as single resource can do so, and other personnel will be rotated into place if necessary.

Interagency Crew Mobilization shall deal with the rostering, mustering, and mobilization of non-established crews/modules only. Established crews/modules with permanent staff and purchase card/transportation capabilities shall be under the purview of their particular Agency. These established, self-sufficient crews/modules shall be ordered as Agency only, but will make efforts to incorporate other Agency trainees when feasible.

F. Funding

Cost sharing between participating agencies for the operations and maintenance of VICC (VA-VIC).

Currently the GW/Jefferson NF pays salary for the Center Manager, Assistant Center Manager, Initial Attack Dispatcher, and the Administrative Assistant.

DOF provides the physical space for VICC, the offices for the above permanent employees, and a space for an expanded dispatch if the need arises. Also, DOF shall also provide a small space in their adjoining warehouse for expanded dispatch materials and IA fire gear. DOF shall provide a lease agreement detailing these provisions, and shall allow for physical modifications to the VICC space to increase the efficiency of the Center, to be paid by the GW/Jefferson NF and/or DOF, to be negotiated on a case-by-case basis.

Fish and Wildlife Service are to provide \$5,000 annually for supplies and the maintenance of VICC.

National Park Service if funding is available, are to provide \$30,000 annually towards salary and/or maintenance of VICC.

Fish and Wildlife Service and National Park Service may, in lieu of the above monetary exchange, and in agreement with the GW/Jefferson NF, contribute to TOS (Transfer of Station) funds for future dispatch or administrative positions to be hired in VICC. This TOS monetary contribution may be less than, but not more, than the agreed annual amount stated above (\$5,000 and \$30,000 respectively).

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.

DOF will follow guidance within the Fire Management Handbook.

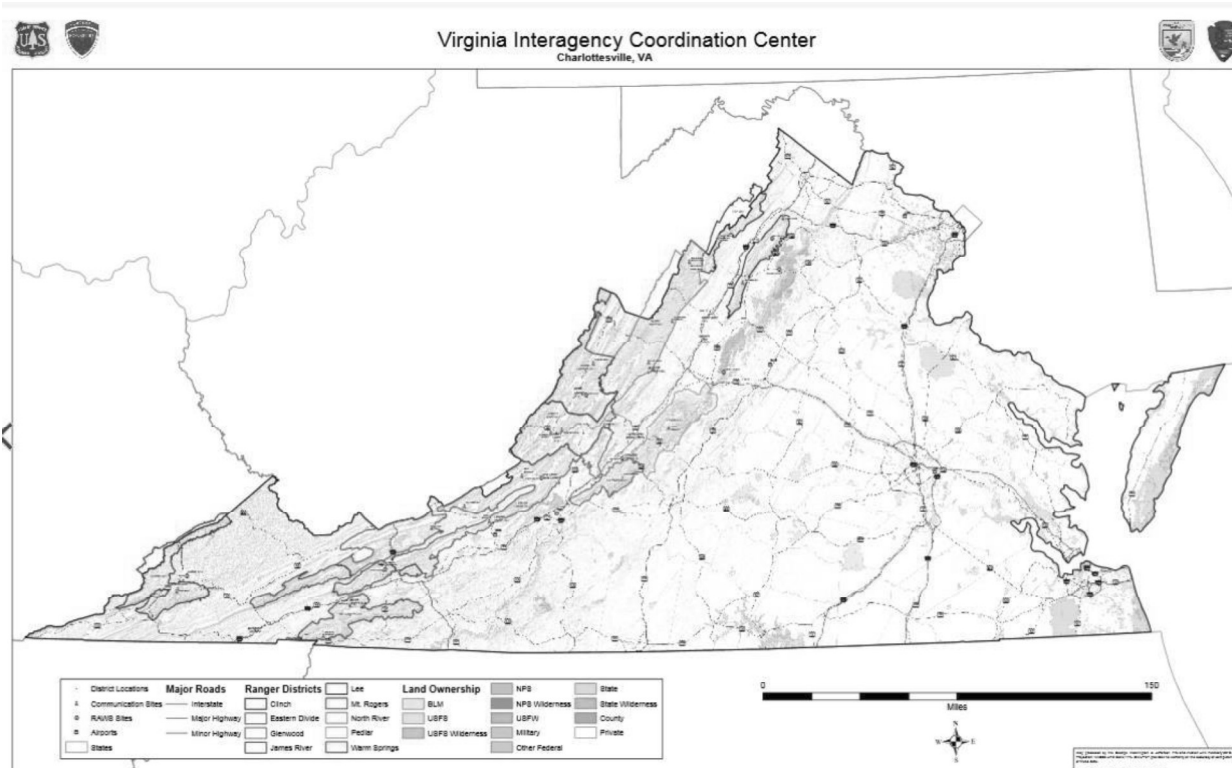
PREPAREDNESS

IV.

A. Protection Planning: Each agency will provide for protection within their jurisdictional boundaries.

B. Protection Areas and Boundaries:

Federal Lands in Virginia



National Park Service

The National Park Service has wildlife protection responsibilities on lands within the legislative boundaries of the following NPS units in Virginia, West Virginia, District of Columbia, and Maryland.

Northeast Region (NPS-NER)

- Shenandoah National Park (VA-SHP)
- Appalachian National Scenic Trail (WV-APP)
- Appomattox Court House National Historic Park (VA-ACP)
- Assateague Island National Seashore (MD-AIP)
- Booker T. Washington National Monument (VA-BWP)
- Cedar Creek and Belle Grove NHP
- Colonial National Historic Park (VA-COP)
- Fort McHenry National Monument/Historic Shrine (MD-FMP)
- Fort Monroe National Monument
- Fredericksburg & Spotsylvania National Military Park (VA-FSP)
- George Washington Birthplace National Monument (VA-GWP)
- Petersburg National Battlefield (VA-PEP)
- Richmond National Battlefield Park (VA-RIP)

- Thomas Stone National Historic Park (MD-TSP) under (VA-GWP)

National Capital Region (NPS-NCR)

- Antietam NB (MD-ANP)
- Catoctin Mountain Park (MD-CAP)
- C&O Canal NHP (MD-COP)
- George Washington Memorial Parkway (VA-GMP)
- Harpers Ferry NHP (WV-HFP)
- Manassas NBP (VA-MAP)
- Monocacy NB (MD-MOP)
- National Capital Parks-East (DC-NEP)
- National Capital Regional Office (DC-NCP)
- National Mall & Memorial Park (DC-NPP)
- Prince William Forest Park (VA-PWP)
- Rock Creek Park (DC-RCP)
- Wolf Trap Park (VA-WTP)

Blue Ridge Parkway-Virginia Districts

Commonwealth of Virginia

- All private and state owned land as directed by the Virginia Code of Law.

US Fish and Wildlife Service

- Black Bay National Wildlife Refuge (VA-BBR)
- Chincoteague National Wildlife Refuge (VA-CHR)
- Eastern Shore of Virginia National Wildlife Refuge (VA-ESR)
- Great Dismal Swamp National Wildlife Refuge (VA-GDR)
- Mackay Island NWR (FWS Region 4)
- Potomac River National Wildlife Refuge Complex (VA-PRR)

USDA Forest Service

- All Lands administered by the George Washington and Jefferson National Forest and protected lands in Virginia, West Virginia, and Kentucky.

C. Joint Projects and Project Plans:

These projects may involve such activities as prescribed fire/fuels management, preparedness, fire analysis/planning, rehabilitation, training, prevention, public affairs, and other beneficial efforts in support of interagency fire management. Implementation of such projects will require a separate, local agreement, or other appropriate written document, executed by the authorized signatories of the involved Parties. This may include a Supplemental Project Agreement, as in Exhibit I or other written document.

D. Fire Prevention:

Prevention programs will be conducted on a non-reimbursable basis. Each agency agrees to provide supplies, materials, and personnel according to the agency specific prevention plans. Agencies will work together in cases where feasible. Each cooperative activity will also be conducted on a non-reimbursable basis. Agencies will confer frequently during periods of high fire activity to coordinate information sharing.

E. Training:

The Parties to this Agreement will regularly confer on fire training needs and conduct joint training sessions when feasible. Attendance of the other agency's informal training courses will be on a non-reimbursable basis. Notice to other agencies will be given as far in advance as possible for scheduled training sessions. VMAC Group partners may jointly plan and participate in fire training, fire suppression, and planned prescribed fire activities with the following organizations/agencies:

- Department of Corrections
- Job Corps
- Colleges and Universities
- AmeriCorps
- Volunteer Fire Departments (VFD)
- Other organizations as appropriate

Training may be given to VICC Casual Hire ADs only if the training will lead to qualifications that will provide a direct benefit to the US Forest Service and its mission as regards wildland fire suppression. This training will be focused on the prerequisites for qualifications where there is currently a local, regional, or national shortage. This will be reviewed on a case-by-case basis by the Training Officer, GW/Jefferson National Forest.

During the 2nd VMAC meeting of the year (typically in autumn), a Priority Trainee List shall be created, represented by candidates from all applicable Agencies, to meet the needs of the following positions:

- Crew Boss (CRWB)
- Incident Commander Type 3 (ICT3)
- Engine Boss (ENGB)
- Firefighter Type 1 (FFT1)
- Prescribed Fire Burn Boss Type 2 (RXB2)

These trainees shall receive priority assignments on our VICC interagency crew mobilizations and on prescribed fires when possible. The VMAC group shall, during this fall meeting, create a Priority Training matrix to rank these trainees for the next available assignments, based on agreed upon criteria. The number of trainees will vary each year, based on the annual need.

F. Communication Systems:

An exchange of current telephone directories will be made between all Parties to this Agreement to facilitate telephone communication necessary for cooperative operations. A Cooperator Fire Directory will be maintained in the VICC Center.

It is agreed that each agency can program the others' radio frequencies into their radios, when possible. Personnel engaged in joint suppression efforts will utilize common radio frequencies. VICC shall be given frequency lists from all partners, to be disseminated to all other partners when requested.

G. Fire Weather Systems:

The Parties to this Agreement maintain multiple automated fire weather stations. Each agency will be responsible for the upkeep and maintenance of the actual stations. The Virginia Interagency Coordination Center (VICC) will be responsible for establishing

the stations in the Weather Information Management System (WIMS) and for the daily data management of each station.

Spot weather forecasts should be requested through VICC. These data can be disseminated through electronic means, or over the radio if applicable.

H. Incident Meteorological (IMET) Services:

All requests for IMETs to respond to local incidents should be placed through VICC.

An Interagency Agreement exists with the NWS, to utilize NWS IMETs to assist in teaching NWCG and other pertinent fire weather courses and for consultation regarding weather station integrity.

I. Public Use Restrictions and

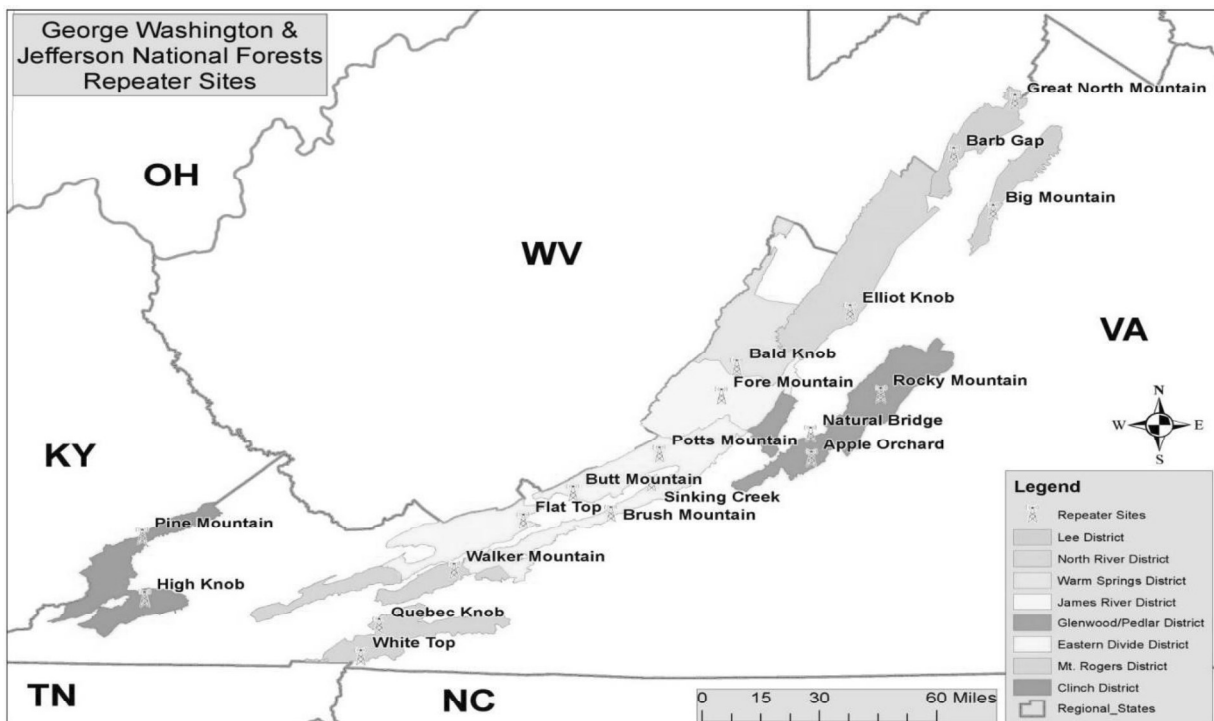
J. Burning Permits:

VMAC Group agencies shall notify appropriate partners of any area closures, burn bans, or other restrictions. Whenever such closures, restrictions, or burn bans are established, other agencies shall comply with them to the extent possible within their own agency’s rules and regulations.

K. Prescribed Fire (Planned Ignitions) and Fuels Management:

Parties to this agreement may request assistance for prescribed fire and fuels management projects on a non-reimbursable basis. Requests for assistance should be coordinated on weekly VMAC cooperator calls during the prescribed fire season.

Prescribed fire and fuels management projects that will require payment or reimbursement to the DOF will be covered under a Supplement Project Agreement.



L. Smoke Management:

Prescribed burn implementation should be communicated between agencies. Burns occurring on the same day by different agencies within the same geographic area should include the consideration of combined smoke impacts.

Parties to the agreement should make VICC aware through electronic means when a prescribed fire will take place, to be disseminated to all other cooperators.

OPERATIONS

A. 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 action on borderline incidents and each agency will be responsible for its expenditures.

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.

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

B. Boundary Line Fires:

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 on each side of federal ownership boundaries. The Protecting Agency will not be required to reimburse the Supporting Agency for its costs of fire suppression within the reciprocal area, with the exception of air operations. Suppression actions taken on lands protected by another agency will be communicated to the jurisdictional agency as soon as possible.

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 DOF, and vice versa, for the first 24 hours, unless agreed to in writing—with the exception of air operations, national resources, and non-VMAC Group agency resources. Air operations, national resources, and non-VMAC Group agency resources are always reimbursable.

C. Independent Action on Lands Protected by Another Agency

Suppression actions taken on lands protected by another agency will be communicated to the jurisdictional agency as soon as possible.

D. Response to Wildland Fire:

Upon mutual agreement between Virginia federal agencies and the DOF, suppression and prevention resources may be shared for borderline, non-borderline and special circumstances at no cost to the requesting unit for the first 24-hour period.

Following the 24-hour period, a cost share agreement may be required with concurrence between agencies. Ability of the agencies to respond to requests for resources shall be coordinated through the Virginia Interagency Coordination Center.

1) Special Management Considerations:

Unless there is an immediate threat to life or structures, contact Charlottesville Dispatch 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. VICC will be the liaison between DOF and federal agency 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 Charlottesville Dispatch immediately prior to taking suppression actions unless there is immediate threat to life or structures.

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 VICC.

Suppression actions on federal lands should utilize Minimum Impact Suppression Tactics (MIST) when possible.

Aerially delivered fire retardant shall not be utilized in Fire Retardant Avoidance Areas. These areas are on file electronically at VICC; it is VICC's responsibility to advise all resources of their location as operations commence.

E. Decision Process:

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

F. Cooperation:

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

G. 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.

H. Cost Efficiency:

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

I. 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.

J. 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

A. 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.

B. Mobilization Options:

- i. **Cost Reimbursement Option: The DOF may provide assistance to the federal parties to this agreement on a cost reimbursement basis in accordance with the Commonwealth of Virginia pay rates and/or plans. The DOF equipment rates will be in accordance with the compact rates for Virginia outlined in Chapter 100 of 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 DOF 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 DOF personnel and/or equipment for dispatch to assist in any presidentially declared Disaster Relief or Emergency within or outside the Commonwealth of Virginia. 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).

- ii. **Administratively Determined Option:**

When necessary, DOF personnel may be hired as USFS 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.

DOF personnel, when dispatched to fires or other emergencies by the Forest Service as a USFS 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.

VII. BILLING PROCEDURES

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

8. Suppression Billing:

A. Billing information, provide:

- Agency name and billing address
- Financial Contact (name, phone, email)
- Agency Data Universal Numbering System (DUNS)

When DOF is the supporting agency, they submit their billing to the appropriate federal agency. Federal agencies will submit billings to the DOF when DOF is 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:

Virginia Division of Forestry

Attn: Fire Management
900 Natural Resources Drive
Charlottesville, VA., 22903

National Park Service

Southeast Region
Attn: Billing Dept.
100 Alabama St. SW
Atlanta, GA 30301

US Fish and Wildlife Service

Southeast Region
Attn: Fire Management
1875 Century Blvd. NW Suite 420
Atlanta, GA 30345-3390

USDA Forest Service

George Washington/Jefferson National Forest
Attn: VICC
900 Natural Resources Drive
Charlottesville, VA, 22903

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.

B. Fee Based Services:

Billings will be in accordance with separate written agreement or contract(s).

C. 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.

D. Stafford Act Billings:

See Exhibit H of the Master Coop Agreement – Use of and Reimbursement for Shared Resources in Stafford Act Response Actions

Billing timeframes – See Suppression Billing information.

VIII. GENERAL PROVISIONS

1. **Principal Contacts:** Refer to Exhibit B of Master Coop Agreement – Principal Contacts. Complete and add to this Operating Plan.
2. **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.
3. **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.
4. **Annual Review:** This Operating Plan is reviewed annually by December 31 and revised, as needed.
5. **Duration of Operating Plan:** This Operating Plan is executed as of the date of last signature and remains in effect through October 14, 2026 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.

6. **Previous Instruments Superseded:** List, as applicable.
7. **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

The Geographic Area Operating Plan will be approved by the signatory state and federal xxxCG member agencies.

The Statewide Operating Plans will be approved by the signatory state and federal xxxCG members.

Unit Administrators will have the responsibility for developing and approving sub-geographic area operating plans.

Each signatory agency may have policies/procedures for entering into agreements (including this Operating Plan) that require additional review by attorneys, agreement specialists, or contracting officers.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the last date written below:

REVIEW AND SIGNATURES ANNUAL OPERATING PLAN

USDOJ FISH AND WILDLIFE SERVICE
North Atlantic Appalachian Region 1



REGIONAL FIRE MANAGEMENT COORDINATOR


DATE: 09/03/2021

REVIEW AND SIGNATURES ANNUAL OPERATING PLAN

USDOJ NATIONAL PARK SERVICE

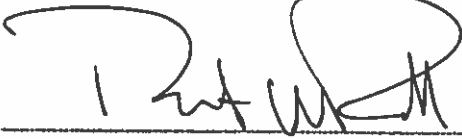
NE REGION/SHENANDOAH NP

**DAVID
ROBINSON**

 Digitally signed by DAVID
ROBINSON
Date: 2021.09.15 09:48:39 -04'00'

NE REGIONAL FIRE MANAGEMENT OFFICER (Acting) / FMO SHENANDOAH NP

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF FORESTRY**



STATE FORESTER

DATE: 7-29-2021



AGREEMENTS COORDINATOR

DATE: 07/27/2021

**USDOJ NATIONAL PARK SERVICE
NATIONAL CAPITAL REGION**

**JEFFREY
SEABRIGHT**


 Digitally signed by JEFFREY
SEABRIGHT
Date: 2021.09.21 09:33:05
-04'00'

**REGIONAL FIRE
MANAGEMENT OFFICER**

REVIEW AND SIGNATURES ANNUAL OPERATING PLAN

**USDOI NATIONAL PARK SERVICE
SE REGION/BLUE RIDGE PARKWAY**

H. S. Paxton

 Digitally signed by H. S. Paxton
Date: 2021.09.09 08:58:55 -04'00'

FIRE MANAGEMENT OFFICER

DATE: 09/09/2021

REVIEW AND SIGNATURES ANNUAL OPERATING PLAN

**USDA FOREST SERVICE
SOUTHERN REGION
GEORGE WASHINGTON AND JEFFERSON NATIONAL FORESTS**

JOBY TIMM

Digitally signed by JOBY TIMM
Date: 2021.10.14 13:41:15
-04'00'

FOREST SUPERVISOR

DATE: _____

U.S. Forest Service Grants Management Specialist

Date: _____

REVIEW AND SIGNATURES ANNUAL OPERATING PLAN

**USDA FOREST SERVICE
SOUTHERN REGION
GEORGE WASHINGTON AND JEFFERSON NATIONAL FORESTS**

FOREST SUPERVISOR

DATE: _____

VICKI

TAYLOR

Digitally signed
by VICKI TAYLOR
Date: 2021.08.30
09:45:26 -05'00'

U.S. Forest Service Grants Management Specialist

Date: 08/30/2021

REVIEW AND SIGNATURES ANNUAL OPERATING PLAN

**USDA FOREST SERVICE
REGION 8,
GEORGE WASHINGTON AND JEFFERSON NATIONAL FORESTS**

KENDERICK ARNEY Digitally signed by KENDERICK
ARNEY
Date: 2021.08.12 15:45:06 -04'00'

KEN ARNEY
Regional Forester, Southern Region