

**MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND
STAFFORD ACT RESPONSE AGREEMENT # 25-FI-11080400-250**

Between

UNITED STATES DEPARTMENT OF THE INTERIOR

BUREAU OF LAND MANAGEMENT

Eastern States

UEI: LWKLJKSQNA8

NATIONAL PARK SERVICE

Interior Region 2

UEI: ZK1LYM6WE3C4

BUREAU OF INDIAN AFFAIRS

Eastern Region

UEI: FAEQN3LV59K3

UNITED STATES FISH AND WILDLIFE SERVICE

Southeast Region 4

UEI: MYTDK1R5BBQ6

FWS Agreement #

UNITED STATES DEPARTMENT OF AGRICULTURE

FOREST SERVICE

Cherokee National Forest

UEI: G2EGL5TJE6N3

USFS Agreement #25-FI-11080400-250

Land Between The Lakes

UEI: G2EGL5TJE6N3

USFS Agreement #25-FI-11080400-250

STATE OF TENNESSEE

Department of Agriculture, Division of Forestry

UEI: MAZENG7NSX98

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I. **AUTHORITIES**

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

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

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

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

Homeland Security Presidential Directive-5 (HSPD-5)

Post-Katrina Emergency Management Reform Act of 2006. (P.L. 109-295, 120 Stat. 1355)

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

Service First, Section 330 of the Department of the Interior and Related Agencies Appropriations Act of 2001, Pub. L. 106-291, 114 Stat. 996, 43 U.S.C. sec. 1701 note, as amended (FS, DOI)

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)

National Forest Management Act of 1976 (16 U.S.C. 1600) (FS)

US Department of the Interior and Related Agencies Appropriations Acts

II. **PURPOSE**

The purpose of this Master Cooperative Wildland Fire Management and Stafford Act Agreement (hereinafter called the Agreement) is to document the commitment of the Parties to this Agreement to improve efficiency by facilitating the coordination and exchange of personnel, equipment, supplies, services, and funds among the Parties to this Agreement in sustaining wildland fire management activities, such as prevention, preparedness, communication and education, fuels treatment and hazard mitigation, fire planning, response strategies, tactics and alternatives, suppression and post-fire rehabilitation and restoration.

In addition to improving efficiency in addressing wildland fire management activities, this Agreement facilitates improved coordination regarding other incidents. The National Response Framework (NRF) applies to all federal departments and agencies that may be requested to provide assistance or conduct operations during all-hazard events. However, this Agreement **ONLY** covers all-hazard events that are, or may become, declared as emergencies or major disasters that occur under the auspices of a Presidential Declaration of Emergency or Major Disaster under the Stafford Act, which may include wildland fire and non-wildland fire emergencies or major disasters. These events also require a coordinated response by an appropriate combination of state and tribal entities, along with the Federal Agencies.

This Agreement documents the commitment of the Parties to provide cooperation, resources, and support to the Secretary of Homeland Security and Administrator of the Federal Emergency

Management Agency (FEMA) in the implementation of the NRF, as appropriate and consistent with their own authorities and responsibilities.

III. PARTIES TO THE AGREEMENT

The Parties to this Agreement are:

The State of Tennessee, Division of Forestry, hereinafter called TDF or when referred jointly with other states in this Agreement called, States; and

The United States Department of Agriculture, Forest Service, Region 8, Cherokee National Forest, and Land Between the Lakes; hereinafter called the “USFS”; and

The United States Department of the Interior, National Park Service, Interior Region 2, hereinafter called, NPS; and

The United States Department of the Interior, Fish and Wildlife Service, Southeast Region 4, hereinafter called, FWS; and

The United States Department of the Interior, Bureau of Indian Affairs, Eastern Region, hereinafter called, BIA; and

The United States Department of the Interior, Bureau of Land Management, Eastern States, hereinafter called, BLM.

The USFS, NPS, FWS, BIA, and the BLM may hereinafter be jointly called, Federal Agencies.

The Federal Agencies, States, and other entities signatory to this Agreement will hereinafter be referred to as, Parties to this Agreement.

IV. TERMINOLOGY, EXHIBITS AND SUPPLEMENTS

Words and phrases used herein may have different meanings or interpretations for different readers. To establish a common understanding, some words and phrases as used herein are defined in the Glossary of Terms, attached as Exhibit A. The hierarchy of terminology will be those defined by statute or regulation, those defined in policy, those defined in this template and then all other agency and interagency documentation.

In the event of a conflict, the applicable definitions for the response type, wildland fire vs Stafford Act responses will take precedence. For wildland fire, that is the National Wildfire Coordinating Group (NWCG) Glossary of Wildland Fire Terminology, found on the Toolbox tab of the NWCG webpage (<https://www.nwcg.gov> or by direct link at <https://www.nwcg.gov/about-the-nwcg-glossary-of-wildland-fire>), and Stafford Act Response terminology corresponds to the FEMA National Incident Management System (NIMS) Glossary, available at in the NIMS document (https://www.fema.gov/pdf/emergency/nims/NIMS_core.pdf).

1. Incorporation of Exhibits into Agreement

The following Exhibits are hereby incorporated into this Agreement (Note: Exhibit H relates only to Stafford Act responses):

Exhibit A Glossary of Terms

Exhibit B Principal Contacts

Exhibit C Operating Plan Template

Exhibit D Reimbursable Billings and Payments

Exhibit E Cost Share Agreement Instructions

Exhibit F Cost Share Agreement Template

Exhibit G Supplemental Fire Department Resources Template

Several of the referenced Exhibits are intended to be used as templates, and as such, completion and/or execution of those Exhibits do not require formal modification to this Agreement. Also, as necessary, the Parties may introduce new or revised Exhibits at the geographic, statewide, or sub-geographic areas as a component of the Operating Plans without necessitating a formal modification to this Agreement, so long as they do not conflict with the provisions of this Agreement.

2. Acknowledgement of Supplements to the Agreement

Supplements to this Agreement, including Operating Plans, Joint Projects and Project Plans, Supplemental Fire Project Agreements, 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, Operating Plans, etc.

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

1. This Agreement
2. Geographic or Statewide Operating Plan
3. Sub-geographic (Local) Operating Plan
4. Cost Share Agreements
5. Exhibits to this Agreement
6. Joint Projects, Project Plans, or Supplemental Project Agreements

V. **PERIOD OF PERFORMANCE**

1. **Commencement/Expiration:** This Agreement shall be effective and in effect for five years, beginning from the date of the last signature.
2. **Modifications:** Modifications within the scope of this Agreement shall be made by mutual consent of the Parties to the Agreement, by the issuance of a written modification, signed and dated by all Parties to the Agreement, prior to any changes being performed. No Party is obligated to fund any changes not properly approved in advance.
3. **Termination:** Any Party to the Agreement shall have the right to terminate its participation under this Agreement by providing one year advance written notice to the other Parties.
4. **Annual Review:** If deemed necessary, prior to (insert date) representatives of the Parties to the Agreement will meet and review matters of mutual concern. Operating Plans, at all levels, will be reviewed annually. If necessary, Operating Plans will be revised.
5. **Previous Agreements Superseded:** This Agreement supersedes the following: *MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT. NPS Agreement #_, FWS Agreement # F19MU00026. USFS Agreement # 19-FI-11080400-301*

Existing supplemental agreements and operating plans may 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 or plans can be incorporated into geographic, statewide, or sub-geographic area operating plans provided for under this Agreement.

VI. RECITALS

1. Lands for which the TDF are responsible for wildland fire protection in Tennessee, and the lands for which the respective Federal Agencies are responsible, are intermingled or adjacent in some areas, and wildland fires on these intermingled or adjacent lands may present a threat to the lands of the other.
2. The Parties to this Agreement maintain fire protection and fire management organizations.
3. It is to the mutual advantage of the Parties to this Agreement to coordinate efforts for the prevention and detection of, and responses to wildfires, fuels management, suppression, non-wildland fire emergencies (as authorized), and cooperative projects for resource and protection objectives in and adjacent to their areas of responsibility, and to limit duplication and improve efficiency and effectiveness.
4. It is the intent of the Parties to this Agreement that state and local 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 Parties to this Agreement that federal resources be available to assist in fire management activities on all state and private lands the States and local resources are responsible to protect.
6. The USFS, BLM, BIA, NPS, and FWS have entered into a National Interagency Agreement for Wildland Fire Management to cooperate in all aspects of fire management.
7. It is noted that local fire resources are often mobilized within a state pursuant to a separate state MOU or Agreement with local fire departments or fire organizations, with reimbursement handled according to the terms detailed within that MOU or Agreement.
8. It is expected that all federal, state, and local agencies will coordinate assistance and operations during Stafford Act responses by following the procedures and requirements established in the NRF. This Agreement documents the commitment of the Parties to provide cooperation, resources, and support to the Secretary of Homeland Security and Administrator of the FEMA in the implementation of the NRF, as appropriate and consistent with their own authorities and responsibilities. Some state and local resources are limited by statute to wildland fire response, requiring the governor to specifically approve mobilization outside of their state for non-fire emergencies. State emergency declarations and responses for all-hazard and non-Stafford Act responses are outside the scope of this Agreement.
9. The Responsibilities of the Parties to this Agreement shall be distinguished as follows:
 - A. **Jurisdictional Agency:** Agency having land and resource management responsibility for a specific geographical or functional area as provided by federal, state, or local law. Under no circumstances may a Jurisdictional Agency abdicate legal responsibilities as provided by federal or state law.
 - B. **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, or other agreement or arrangement.

- C. **Supporting Agency:** Agency providing suppression or other support and resource assistance to a Protecting Agency. In consideration of the mutual commitments and conditions herein made, the Parties agree as follows:

VII. INTERAGENCY COOPERATION

1. **Southern Area Coordinating Group (SACG):** provides coordination and recommendations for all interagency fire management activities in Tennessee. Membership, procedures, and guidelines will be agreed to and documented in the SACG Charter (Memorandum of Understanding and/or Standard Operating Procedures).
2. **National Incident Management System:** The Parties to this Agreement will operate under the concepts defined in the NIMS. In implementing these concepts, Parties to this Agreement will be expected to follow the NWCG's minimum standards as defined in the *Wildland Fire Qualifications Systems Guide*, PMS-310. NWCG recognizes the ability of cooperating agencies at the local level to jointly define and accept each other's qualifications for initial attack, extended attack, fire operations, and prescribed fire. The NWCG minimum standards are 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 for the management of incidents covered by this Agreement.
3. **Operating Plans:** Operating plans will be developed using Exhibit C, Operating Plan Outline, at the geographic, statewide, or sub-geographic area level, as appropriate, and will tier to this Agreement. Operating Plans may be written for more than one year, but should be reviewed annually, and will be subject to modifications, as warranted. No Operating Plan tiered to this Agreement should be written beyond the expiration date of this Agreement. The following operating plans are listed in descending order of precedence:

Southern Area Geographic Area Operating Plans (if applicable)

Southern Area Geographic Area Operating Plans will address issues affecting Geographic Area-wide cooperation. The Geographic Area Operating Plan will be approved by the signatory of state and federal SACG member agencies. The Southern Area Mobilization Guide will be incorporated by reference and be considered part of the Geographic Area Operating Plan.

Statewide Operating Plans

Statewide Operating Plans will address issues affecting statewide cooperation. The Statewide Operating Plans will be approved by the signatory state and federal SACG members. The Statewide Mobilization Guides will be identified and considered part of the Statewide Operating Plans.

Sub-Geographic (Local) Area Operating Plans (if applicable)

Sub-geographic area operating plans will be developed that outline the details of this Agreement for sub-geographical areas. Unit Administrators will have the responsibility for developing and approving sub-geographic area operating plans. Unless superseded by the Geographic Area or Statewide Operating Plans, sub-geographic area operating plans will apply.

Project Plans (if applicable)

Project plans are developed for specific non-suppression, fire related projects or activities. (See related clause: Joint Projects and Project Plans).

4. **Interagency Dispatch Centers:** The Parties 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 Parties to this Agreement and documented in geographic, statewide, or sub-geographic area operating plans and/or appropriate mobilization guides.
5. **Southern Area Coordination Center:** The Parties to this Agreement recognize the Southern Area Coordination Center in Atlanta, GA as the Geographic Area Coordination Center (GACC) for the Southern Geographic Area. The Parties to this Agreement will coordinate, mobilize, and demobilize emergency management resources through the GACC as appropriate. Parties to this Agreement are not precluded from independent movement of their own resources.
6. **Interagency Resources:** Interagency funding, staffing, and utilization of resources and facilities will be pursued by the Parties to this Agreement whenever an interagency approach is appropriate and cost effective. Shared staffing and funding will be commensurate with each Parties use of resources, will be agreed to, and documented in 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 appropriate geographic, statewide, or sub-geographic area operating plan.
7. **State-to-State Response:** Should a state Party to this Agreement intend to utilize the assistance of the USFS to accept the reimbursement amounts expended for resources and services provided from another State, and have the Forest Service pay that amount to the State seeking reimbursement, that State shall agree to meet the associated reimbursement obligations and requirements, including any reasonable administrative fees, as agreed upon by the State and the Forest Service, and detailed in Exhibit D, Reimbursable Billings and Payments.
8. **Standards:** The Parties to this Agreement desire to achieve common standards within the Parties' best interest, recognizing differing agency missions and mandates. Each Party to this Agreement recognizes that other Parties' standards are reasonable, prudent, and acceptable. This clause does not affect the Jurisdictional Agency's land management standards.

VIII. PREPAREDNESS

1. **Protection Planning:** Annually, before December 31, sub-geographic area Unit Administrators will determine efficiencies to be gained from reciprocal assistance and acquisition of protection services. 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.
2. **Protection Areas and Boundaries:** Protection areas, as defined by boundaries, will be mapped and or described, and made a part of geographic, statewide, or sub-geographic area operating plans. Protection Areas may include lands under the jurisdiction of another agency as authorized by law.

3. **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 Operating Plans, 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 and/or aviation to the fire for the duration of the mutual aid period. The length of the mutual aid period is 24 hours ground resources, 24 hours for aircraft and will be documented in the Operating Plan.

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. See applicable item regarding Reimbursable Billings and Payments, Exhibit D.

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 Operating Plans.

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 wildland fire agencies. The National Interagency Agreement for Wildland Fire Management between the Department of the Interior wildland fire agencies and the USDA Forest Service provides that the Parties agree not to bill each other for suppression services.

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 Operating Plans and carried out through an appropriate procurement document.

4. **Joint Projects and Project Plans:** The Parties 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, preparedness, fire analysis/planning, rehabilitation, training, prevention, public affairs, and other beneficial efforts in support of interagency fire management. Such projects will be documented in separate, local agreements, or other appropriate written documents, executed by the authorized signatories of the involved Parties. This may include a Supplemental Project Agreement, as in Exhibit I, or other written document.

5. **Fire Prevention:** The Parties to this Agreement agree to cooperate in the development and implementation of fire prevention programs. Unit Administrators will ensure that fire prevention goals and activities are planned at local levels and are addressed in the appropriate operating plans. Specific fire prevention plans should be developed by local interagency fire management personnel. The Parties to this Agreement may pool resources and each Party pay its own costs. Unit Administrators are encouraged to participate in local fire prevention cooperatives, organizations, or groups, where applicable.
6. **Public Use Restrictions:** Guidelines for implementing restrictions and closures shall be established by a separate MOU or Agreement, and/or in an Operating Plan.
7. **Burning Permits:** Burning permit procedures, where applicable, will be included in local operating plans. If authorized by state and federal law, federal employees or their agents may be granted authority by the states to issue burn permits when it is determined to be in their mutual interest.
8. **Prescribed Fire and Fuel Management:** The Parties to this Agreement agree to cooperate in the development and implementation of planned ignitions, prescribed fire and fuels management programs.

Any Party to this Agreement may provide assistance to another Party as requested and agreed to for the purposes of performing planned ignitions, 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 Joint Projects and Project Plans (as referenced in Joint Projects and Project Plans). Any instrument processed under this clause shall be in accordance with each Party's applicable laws, regulations, and policy requirements.

9. **Smoke Management:** Within their authorities, the Parties to this Agreement agree to cooperate in smoke management efforts for wildfires and prescribed fires. The need for air resource advisors is increasing and additional technical expertise may be available through State air quality and regulatory agencies. The state may facilitate the request and utilization of state air regulatory agencies as resource advisors during any wildfire and prescribed fire incident that could benefit from such additional technical expertise.

IX. OPERATIONS

1. **Closest Forces Concept:** The guiding principle for dispatch of initial attack suppression resources is to use the closest available and appropriate resource regardless of which Party owns or controls the resources, and regardless of which Agency has protection responsibility or jurisdiction.
2. **Fire Notifications:** Each Party 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 the timeframes established in the applicable Operating Plan, Agreement or Memorandum of Understanding.
3. **Boundary Line Fires:** A boundary line fire, as defined in Exhibit A, Glossary of Terms, 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. When protecting agencies have arrived at the site of the fire, the agencies will mutually agree to the designation of an Incident command organization.

4. **Independent Action:** Except as otherwise limited in geographic, statewide, or sub-geographic area operating plans, nothing herein shall prohibit any Party, on its own initiative, from going upon lands known to be protected by another Party to this Agreement to engage in suppression of wildfires, when such fires are a threat to lands under that Party's management or protection responsibility. In such instances, the Party taking action will promptly notify the Protecting Agency. Such actions will be commensurate with the land management considerations of the Jurisdictional Agency, and subject to the laws and regulations of the Jurisdictional Agency.
5. **Escaped Prescribed Fires:** Wildfires resulting from escaped prescribed fires that were ignited by, managed at the direction of, or under the supervision of one of the Parties to this Agreement shall be the responsibility of the Jurisdictional Agency. If the Parties to this Agreement jointly conduct or manage a prescribed fire, the responsibility for suppression costs, should it escape, shall be agreed upon and documented in the Project Plan. Unless otherwise agreed, all suppression costs and associated damages are the responsibility of the Jurisdictional Agency. The Parties 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 Parties to this Agreement.
6. **Response to Wildland Fire:** All fire suppression action conducted by one Party on lands of another Party shall be consistent with the Jurisdictional Agency's fire management policy, preplanned objectives for the area in which the fire occurs, and the terms of this Agreement.

A *Special Management Considerations* section in the Operating Plan, addressing resources and other management concerns, will be used by Unit Administrators of the Agencies to identify areas of special management consideration, and to communicate appropriate fire management actions and any restrictions on firefighting tactical techniques to an Incident Commander.

Unless otherwise agreed, the Jurisdictional Agency will provide an Agency representative or appropriate environmental technical specialist to advise a Protecting Agency of any special management considerations that may influence suppression action. The Incident Commander will incorporate special management considerations into the incident planning process, subject to the delegation of authority.

Each Operating Plan must address how the entities will handle cost sharing for wildland fires that spread to another jurisdiction. Entities should recognize that, as in the, *Guidance for Implementation of Federal Wildland Fire Management Policy* (2009), a wildland fire may concurrently be managed for one or more objectives. Additionally, objectives can change as the fire spreads across the landscape, affected by changes in environmental conditions, human influence, and institutional factors. Simply stated, some portions of a wildland fire may receive a protection objective while other portions are managed for multiple objectives, and those portions and objectives might change at some time over the duration of the event. The intent should never be to allow a wildland fire to burn onto a jurisdiction that does not want it. All Parties should be involved in developing the strategy and tactics to be used in preventing the fire from crossing the jurisdictional boundary, and all Parties should be involved in developing mitigations that would be used if the fire crosses jurisdictional boundaries.

7. **Delegation of Authority:** Operating Plans will document procedures and criteria for Unit Administrators to specify direction, authority, and financial management guidelines to Incident Commanders.
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 Parties to this Agreement will meet to determine an appropriate investigation process.
9. **Stafford Act Response:** For Stafford Act Responses, procedures and requirements established in the NRF shall be utilized by Parties to this Agreement to authorize and accomplish any required response or support tasks. Any Party requesting support pursuant to a Stafford Act Response shall issue written instructions and funding limitations to any Party providing cooperation, resources or support. Mobilization activities will be accomplished utilizing established dispatch coordination concepts pursuant to the current *National Interagency Mobilization Guide*.

X. USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

1. **Appropriated Fund Limitation:** Nothing in this Agreement shall require the Parties to this Agreement to obligate or expend funds, or require the United States, the State of Tennessee, or the other Parties to this Agreement to enter into 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. **Length of Assignments:** Consideration must be given to the health and safety of personnel when assigned to fires. The Parties 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 specified within the *National Interagency Mobilization Guide*.
3. **Cost Share Agreement:** Whenever multiple jurisdictions are affected due to the location of a fire, it is mandatory to develop and implement a Cost Share Agreement (or Apportionment Process, if applicable). The Operating Plan must address how the Parties to this Agreement will handle cost sharing for wildland fires that spread to another jurisdiction. Acceptable forms of the cost share mix are limited to those listed in item #10 of Exhibit F, Cost Share Agreement. Except as otherwise provided by Billing Procedures, a cost share agreement will be approved by the responsible Unit Administrators (as defined in Exhibit A, Glossary of Terms) or their authorized representatives when the incident involves lands of more than one Protecting Agency (see Boundary Line Fires and Exhibit F, Cost Share Agreement).

A Cost Share Agreement that addresses temporary support functions or facilities may be developed to document cost sharing, especially at times of high fire danger or activity.
4. **Procurement:** At the time of the incident, the affected agencies will determine the appropriate procurement procedures that will be utilized.
5. **Licensing:** Drivers and equipment operators will hold appropriate operating licenses to meet state and federal laws and employing agency regulations and policies. Employees of the Parties to this Agreement may operate each other's vehicles provided the operator is qualified by the current operating guidelines and training requirements of their own Agency. Driving and operating equipment will be for official purposes only.

6. **Text Messaging While Driving:** In accordance with Executive Order (EO) 13513, Federal Leadership on Reducing Text Messaging While Driving, any and all text messaging by federal employees is banned: a) while driving a government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official government business; or b) using any electronic equipment supplied by the government when driving any vehicle at any time. All cooperators, their employees, volunteers, or contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased, or rented vehicles or GOVs when driving while on official government business or when performing any work for or on behalf of the government. Tennessee Code Annotated prohibits the use of handheld mobile devices while driving. A driver shall not read or transmit messages while driving. The use of hands-free devices are permitted.
7. **Training:** The Parties to this Agreement will cooperate to assure that training needs 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 to standardize training.
8. **Communication Systems and Facilities Access:** The Parties to this Agreement may 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 Parties to this Agreement. Such arrangement shall be approved only by Agency authorized personnel and in accordance with agency laws, regulations and policies governing security of systems and facilities.
9. **Fire Weather Systems:** The Parties 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. All such use shall be in accordance with applicable Federal, State, and local laws, software, and other applicable licenses. The Parties to this Agreement will jointly evaluate and agree to any deletions or additions to the system. The common and agreed upon fire danger rating system for the Southern Geographic Area is National Fire Danger Rating System (NFDRS).

The Parties to this Agreement agree to cooperate and coordinate the utilization of Incident Meteorologist (IMET) services to support responses to wildfires, as described within the Interagency Agreement for Meteorological and other technical services (IMET Agreement) between the National Weather Service (NWS) and the federal wildland fire agencies. The Parties shall follow the provisions described in the IMET Agreement, along with the procedures detailed within the Operating Plan for this Agreement.

10. **Aviation Operations:** The Parties to this Agreement agree to cooperate in the use of aviation resources to foster effective and efficient use of aircraft and personnel. (Refer to the Southern Geographic Area Operating Plan for specific direction in the use of aircraft.) All UAS operations will be conducted in compliance with national/regional agency-specific policy/guidance.
11. **Billing Procedures:** The Parties agree to follow the policies and procedures detailed in Exhibit D, Reimbursable Billings and Payments. Additional agreement documentation may be required to accommodate differences in Agency/Bureau systems for payments.
12. **Cost Recovery:** Authority to recover suppression costs and damages from those responsible for causing a fire varies depending on contracts, agreements, permits and applicable laws. As soon as possible after a fire, the Authorized Representatives of affected Parties will attempt to reach mutual agreement on the strategy that will be used to recover suppression costs and

damages from the individuals responsible for such costs and damages. If possible, all costs should be determined prior to the initiation of cost recovery efforts. Such strategy may alter interagency billing procedures, timing and content as otherwise provided in this Agreement. As authorized by law, any Party may independently pursue civil actions against individuals to recover suppression costs and damages, though adequate notice should be provided the other Parties to the Agreement. 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 Party taking reciprocal action, as authorized by law.

13. **Stafford Act Use and Reimbursement:** The use and reimbursement for resources when responding under the Stafford Act shall be governed by the provisions contained in Exhibit H, Use and Reimbursement for Stafford Act Shared Resources.

XI. GENERAL PROVISIONS

1. **Personnel Policy:** Employees of the Parties to this Agreement shall be subject to the personnel rules, laws, and regulations of their respective agencies, unless they are employed temporarily by another Party to this Agreement and the authority under which such temporary employment is authorized provides that such employees shall be subject to the employing Party's personnel laws and regulations.
2. **Supplemental Fire Department Resources:** There are situations when additional support personnel are necessary for national mobilization and the need can be filled by supplemental personnel available to the fire district. When this situation arises resources will be mobilized via the process outlined in Exhibit G, Supplemental Project Agreement Template.
3. **Mutual Sharing of Information:** Subject to applicable state and federal rules and regulations, including the Privacy Act, Parties to this Agreement may furnish to each other, or otherwise make available upon request, such as maps, documents, GIS data, instructions, records, and reports including, but not limited to fire reports, employment records, and investigation reports as either Party considers necessary in connection with the Agreement.
4. **Freedom of Information Act:** Public access to grant or agreement records must not be limited, except when such records must be kept confidential and would be exempted from disclosure pursuant to Freedom of Information Regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36

Public access to culturally sensitive data and information and information of Federally recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2008 Farm Bill).

5. **Record Retention:** All records related to this Agreement should be retained by the Parties in accordance with Agency regulations and policies, but no less than three years from the date that all Agreement projects have been completed. If any litigation, claim, negotiation, audit, or other action involving the records has been started by a Party to the Agreement, that Party should provide notification to any other Party to the Agreement of the need to retain records until the litigation, claim, negotiation, audit or other action is resolved.
6. **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 of representatives from the affected agencies, as appropriate. As appropriate, the Parties agree that the Protecting Agency will provide notification of the accident to the National

Transportation Safety Board, or the Occupational Safety and Health Administration and other appropriate Agencies.

7. **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. Parties to the Agreement will meet and confer to determine a cost recovery process as outlined in Cost Recovery Clause.
8. **Waiver of Claims:** Parties to the Agreement shall each be responsible for their own losses arising out of the performance of this Agreement, and each Party hereby waives any claim against any other Party for loss or damage of its property and/or 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 Party from responsibility for claims from third Parties for losses for which the Party is otherwise legally liable. This waiver does not extend to ordinary expenses incurred as part of the cost of the fire (gloves, fuses, hose, etc.). This provision pertains to claims between the respective state and federal agencies and does not pertain to claims advanced by third Parties.

Claims requesting compensation for property loss or damage, personal injury, or death resulting from the negligence or other wrongful acts of employees performing under this Agreement will be received by the Jurisdictional Agency and forwarded to the hiring, or home agency of the allegedly negligent employee for processing.

Employee claims for loss of or damage to personal property must be submitted to the Jurisdictional Agency and then forwarded to the hiring, or home agency of the employee for processing in accordance with the hiring agency's administrative procedures.

9. **Equipment, Supplies, and Cache Items:** The Parties recognize that wildland fire suppression will often involve the use of equipment, supplies, and cache items. Equipment, supplies, and cache items checked out (such as pumps, hoses, nozzles, etc.), or supplied by one Party and received by another Party, shall become the responsibility of the receiving/supporting Party. Equipment, supplies, and cache items shall be returned in the same condition as when received, reasonable wear and tear excepted. Notwithstanding the general Waiver of Claims Clause, Parties agree that the receiving/supporting Party shall replace or reimburse for damage in excess of reasonable wear and tear, and shall replace or reimburse items lost or destroyed, except for damage occurring as a result of negligence by the receiving/supporting Party. The receiving/supporting Party will replace or reimburse for items lost, destroyed, or expended with items of like or similar standard from the fire cache or supply unit on the incident, or via an authorization for replacement using a unique request number. Insurance or other reimbursement options should be pursued, if such options are available, prior to replacement or reimbursement for lost, stolen or destroyed items.
10. **Transported Equipment:** Equipment transported or operated by Supporting Agency personnel in transit to or from an incident is considered under the control of the Supporting Agency. When arrangements are made with a transportation service provider to deliver equipment, the Party making arrangements for the transportation should ensure that the transportation service provider will be responsible for all loss and damage to equipment or supplies consigned on the bill of lading.
11. **Authorized Representatives:** By signature below, all signatories to this Agreement certify that the individuals (Agency Representative, Agency Administrator, Unit Administrator)

listed in this document are authorized to act in their respective areas for matters related to this Agreement.

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB Control Number for this information collection is 0596-0242. The time required to complete this information collection is estimated between 4 to 24 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

25-FI-11080400-250

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

USDOI FISH AND WILDLIFE SERVICE

SOUTHEAST REGION 4

BRETT HUNTER

Digitally signed by BRETT
HUNTER

Date: 2025.08.29 08:13:01 -04'00'

Assistant Regional Director NWRS

Date: _____

USDOI NATIONAL PARK SERVICE

INTERIOR REGION 2

DARRELL ECHOLS

Digitally signed by DARRELL
ECHOLS

Date: 2025.09.08 21:44:38 -04'00'

Regional Director

Date: _____

**STEVEN
SPONAUGLE**

Digitally signed by STEVEN
SPONAUGLE

Date: 2025.08.28 14:40:34 -04'00'

Contracting Officer

Date: _____

MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

25-FI-11080400-250

USDOJ BUREAU OF LAND MANAGEMENT
EASTERN STATES OFFICE



Digitally signed by BART
KICKLIGHTER
Date: 2025.09.04 13:41:14 -05'00'

Eastern States Associate Director

Date: _____

USDOJ BUREAU OF INDIAN AFFAIRS
EASTERN REGION

ERIC WILCOX Digitally signed by ERIC WILCOX
Date: 2025.09.08 15:38:03 -05'00'

Eastern Region Regional Director

Date: _____

Contracting Officer

Date: _____

STATE OF TENNESSEE

Department of Agriculture, Division of Forestry

Heather Slayton

Digitally signed by Heather Slayton
Date: 2025.08.29 16:55:45 -05'00'

State Forester

Date: _____

Agreements Coordinator

Date: _____

—

**USDA FOREST SERVICE
CHEROKEE NATIONAL FOREST**

**MICHAEL
WRIGHT** 2025.09.11
10:13:47 -04'00'
Forest Supervisor
Date: _____

**LESLIE
HUGHES** Digitally signed by LESLIE
HUGHES
Date: 2025.08.28 12:51:33
-05'00'
Grant Management Specialist
Date: _____

**USDA FOREST SERVICE
LAND BETWEEN THE LAKES,
NATIONAL RECREATION AREA**

**BRADLEY
TURBERVILLE** Digitally signed by BRADLEY
TURBERVILLE
Date: 2025.09.09 10:23:18
-05'00'
Area Manager

Concurrence of this Agreement by:

**USDA FOREST SERVICE
REGION 8**

KEN ARNEY
Regional Forester, Southern Region

Exhibit A. Glossary

GLOSSARY

Agencies: Governmental agencies that have direct fire management or land management responsibilities or that have programs and activities that support fire management activities.

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: The official responsible for the management of a geographic unit or functional area.

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.

Area: The lands in a described geographic area that are managed and/or protected by the Parties within this Agreement.

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 multi-jurisdictional. Area Command may be established at an Emergency Operations Center (EOC) facility or at some location other than an ICP.

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 owns or controls them, and regardless of which agency has protection responsibility.

Confine: Restrict the wildfire within determined boundaries, established either prior to, or during the fire. These identified boundaries will restrict the fire, with no action being taken to put the fire out.

Contain: Restrict a wildfire to a defined area, using a combination of natural and constructed barriers that will stop the spread of the fire under the prevailing and forecasted weather conditions, until out.

Control: Aggressively fight a wildfire through the skillful use of personnel, equipment, and aircraft to

establish fire-lines around a fire to halt the spread and to extinguish all hotspots, until out.

Controlled Burn: Synonymous with **Prescribed Fire**.

Cost Share Agreement: A document prepared to distribute costs on a multi-jurisdictional incident (see Exhibit F, Cost Share Agreement Template).

Direct Costs: Direct costs are those items of expense specifically identified with the delivery or completion of a project or program. Examples include, but are not limited to, personnel costs (salary and fringe benefits), equipment costs, travel, materials, supplies, and contracts.

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): Used by the Federal Government and many State governments as the primary mechanism at the operational level to organize and provide assistance. ESFs align categories of resources and provide strategic objectives for their use. ESFs utilize standardized resource management concepts such as typing, inventorying, and tracking to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident.

Escaped Prescribed Fire: A prescribed fire that has exceeded or is expected to exceed prescription parameters or otherwise meets the criteria for conversion to wildfire. The criteria are specified in, *Interagency Prescribed Fire – Planning and Implementation Procedures Reference Guide*.

ESF Primary Agency: A Federal Agency with significant authorities, roles, resources, or capabilities for a particular function within an Emergency Support Function of the NRF. A Federal Agency designated as an ESF primary agency serves as a Federal Executive Agent under the Federal Coordinating Officer (or Federal Resource Coordinator for non-Stafford Act incidents) to accomplish the ESF mission.

Extended Attack: Actions taken on a wildfire that has exceeded the initial response.

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

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, post-fire rehabilitation, and restoration activities in fire management.

Geographic Area Coordination Center (GACC): The physical location of an interagency, regional operation center for the effective coordination, mobilization and demobilization of emergency management resources.

Geographic Area Coordinating Group (GACG): Interagency, regional fire management bodies.

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 include hazardous substances, pollutants, and contaminants as defined within the National Oil and Hazardous Substances Contingency Plan, known as the National Contingency Plan (NCP). See 40 C.F.R. Part 400 for additional information.

Incident Command System (ICS): A standardized, on-scene 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 managing and conducting incident operations.

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

Indirect Costs: Indirect costs are those items of expense incurred as part of general management and administrative support of an organization. These costs are not attributable to a specific project, program or output, but are distributed among many benefiting activities. Often they are proposed as a percentage of direct project costs and are referred to as administrative costs, overhead, or burden. Examples may include office space, computer equipment, postage, utilities, salaries for administrative activities, such as procurement, personnel, accounting, and so forth.

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

Jurisdictional Agency: The agency having land and resource management responsibility for a specific geographical or functional area as provided by federal, state or local law.

Initial Action: The actions taken by the first resources to arrive at a wildfire.

Initial Attack: The first aggressive response to a wildland fire based on values to be protected, benefits of response, and reasonable cost of response.

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

Interagency: Coordination, collaboration, communication among cooperating agencies.

Land/Resource Management Plan (L/RMP): A document prepared with public participation and approved by an agency administrator that provides general guidance and direction for land and resource management activities for an administrative area. The L/RMP identifies the need for fire's role in a particular area and for a specific benefit. The objectives in the L/RMP provide the basis for the development of fire management objectives and the fire management program in the designated area.

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 mechanism used 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.

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

National Incident Management System (NIMS): The NIMS provides a systematic, proactive approach to guide departments and agencies at all levels of government, nongovernmental organizations, and the private-sector to work seamlessly to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity, in order to reduce the loss of life and property and harm to the environment. NIMS works hand in hand with the NRF. NIMS provides the template for the management of incidents, while the NRF provides the structure and mechanisms for national-level policy for incident management.

National Response Framework (NRF): The NRF guides how the nation conducts all-hazards response. The Framework documents the key response principles, roles, and structures that organize national response. It describes how communities, States, the Federal Government, and private-sector and nongovernmental partners apply these principles for a coordinated, effective national response. And it describes special circumstances where the Federal Government exercises a larger role, including incidents where federal interests are involved and catastrophic incidents where a State would require significant support. It allows first responders, decision makers, and supporting entities to provide a unified national response.

NWCG: National Wildfire Coordinating Group; the NWCG is an interagency, intergovernmental body that establishes operational fire management standards and procedures such as qualification and certification protocols, allocation or resources protocols, equipment standards, training programs.

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

Operating Plan: A document reviewed annually, updated as necessary, and authorized by the appropriate officials for implementing the Cooperative Wildland Fire Management and Stafford Act Response Agreement in their respective areas of responsibilities.

Party: An entity that is signatory to this Agreement.

Planned Ignition: The intentional initiation of a wildland fire by management actions to meet specific objectives.

Preparedness: Activities that lead to a safe, efficient, and cost effective fire management program in support of land and resource management objectives through appropriate planning and coordination.

Prescribed Fire: Any fire intentionally ignited by management actions in accordance with applicable

laws, policies, and regulations to meet specific objectives.

Prevention: Activities directed at reducing the incidence of fires, including public education, law enforcement, personal contact and reduction of fuel hazards (fuels management).

Procurement Documents: Agency specific documents for acquisition of goods or services that include financial obligation.

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

Protection: The actions taken to mitigate the adverse effects of fire on environmental, social, political, economic, and community values at risk.

Protection Area: That area for which a particular fire protection organization has the primary responsibility for attacking an uncontrolled fire and for directing the suppression actions.

Protection Boundaries: The exterior perimeter of an area within which a specified fire agency has assumed a degree of responsibility for wildland fire control. It may include land in addition to that for which the agency has jurisdiction or contractual responsibility.

Reciprocal Fire Protection: The act of helping a neighboring Protecting Agency through written agreement for mutual aid in furnishing fire protection, which includes personal services and equipment required for fire prevention, the protection of life and property from fire, and firefighting. 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.

Reconciliation Process: The process for tracking incidents for all Parties to this Agreement for the purpose of issuing one annual billing for each paying Party.

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 Costs: All costs associated with operations and support ordered on a resource order or under a Joint Project or Project Plan by or for an incident or project within the provisions of this Agreement.

Resources: Personnel and major items of equipment, supplies, and facilities 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.

Response to Wildland Fire: The mobilization of the necessary services and responders to a fire based on ecological, social, and legal consequences, the circumstances under which a fire occurs, and the likely consequences on firefighter and public safety and welfare, natural and cultural resources, and values to be protected.

Severity Funding: Suppression funds used to increase the level of pre-suppression capability and fire preparedness when predicted or actual burning conditions exceed those normally expected, due to severe weather conditions.

Stafford Act Response: The mobilization of the necessary services and resources to a request from FEMA under the provisions of the Stafford Act and based on the procedures and requirements established in the NRF.

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.

Supplemental Fire Department Resources: Overhead tied to a local fire department generally by agreement who are mobilized primarily for response to incidents/wildland fires outside of their district or mutual aid zone. They are not a permanent part of the local fire organization and are not required to attend scheduled training, meetings, etc. of the department staff.

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

Suppression: Management action to extinguish a fire or confine fire spread beginning with its discovery.

Threat: An indication of possible harm, or danger.

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 Incident Command Post 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 managers for a Tribe, state, county, or local government entity.

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 US. 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).)

Unplanned Ignition: The initiation of a wildland fire that was unplanned, regardless of cause.

Wildfire: An unplanned, unwanted wildland fire including unauthorized human-caused fires, escaped wildland fire use events, escaped prescribed fire projects, and all other wildland fires where the objective is to put the fire out.

Wildland Fire: Any non-structure fire that occurs in vegetation or natural fuels. Wildland fire includes prescribed fire and wildfire.

Wildland Urban Interface (WUI): The line, area, or zone where structures and other human development meet or intermingle with undeveloped wildland or vegetation fuels.

Exhibit B. Principal Contacts

PRINCIPAL CONTACTS. The Principal Contacts for this instrument are as follows. These points of contact will review this instrument at least annually.

Bureau of Indian Affairs
Eastern Region
Reese Kerbow Chief-DWFM
545 Marriott Drive Suite 700 Nashville, TN 37214
Phone: 828-736-0952
FAX: N/A
Email: reese.kerbow@bia.gov

Forest Service
Cherokee National Forest
Trenton Girard Forest FMO
2800 Ocoee Street North Cleveland, TN 37312
Phone: 423-715-1099
FAX: N/A
Email: trenton.girard@usda.gov

National Park Service
Interior Region 2
Shawn Nagle
100 Alabama Street SW, 1924 Building Atlanta, GA 30303
Phone: 404-507-5624
FAX: N/A
Email: shawn_nagle@nps.gov

U.S. Fish and Wildlife Service
Southeast Region 4
Rick Struhar, Fire Management Specialist
1875 Century Blvd, Atlanta, GA 30345
Phone: 404-353-2004
FAX: N/A
Email: rick_struhar@fws.gov

Bureau of Land Management
Eastern States
Bart C. Kicklighter-State FMO
273 Market Street Flowood, MS 39232
Phone: 601-919-4663
FAX: N/A
Email: bkicklighter@blm.gov

Forest Service
Land Between The Lakes
Russell Harris Forest FMO
100 Golden Pond Road Golden Pond, KY 42211
Phone: 270-924-2092
FAX: N/A
Email: russell.harris@usda.gov

State of Tennessee
Department of Ag, Division of Forestry
David Fiorella, Fire Chief
440 Hogan Rd Nashville, TN 37204
Phone: 615-571-3726
FAX: 615-837-5003
Email: david.fiorella@tn.gov

Agency Doc ID No. (as applicable)

Exhibit C. Operating Plan

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

Southeast Region 4

United States Department of Interior, National Park Service

Interior Region 2

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 25-FI-11080400-250. 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 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

1. 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, prescribed burning support and all-hazard incident resource ordering requests. TN-TNC provides incident support by coordinating the mobilization of resources and has initial attack dispatching and national data integration responsibilities for the following units:

- 1) Cherokee National Forest (TN-CNF)
- 2) Appalachian-Piedmont Costal Fire Management Zone Units - Great Smoky Mountains National Park (TN-GSP), Chickamauga and Chattanooga National Military Park (GA-CHP)
- 3) Mississippi Rivers Fire Management Zone Units - Shiloh National Military Park (TN-SHP), Fort Donelson National Battlefield (TN-FDP), Stones River National Battlefield (TN-STP), Andrew Johnson National Historic Site (TN-ASP)
- 4) FWS Southeast Region Central Fire Management Zone Units - Tennessee National Wildlife Refuge (TN-TNR), Reelfoot National Wildlife Refuge (TN-RLR), Chickasaw National Wildlife Refuge (TN-CHR), Cross Creeks National Wildlife Refuge (TN-CRR), Hatchie National Wildlife Refuge (TN-HTR), Lower Hatchie National Wildlife Refuge (TN-LHR), and Lake Isom National Wildlife Refuge (TN-LIR)
- 5) Eastern Regional Office Bureau of Indian Affairs (TN-EAA)

The State of Tennessee, Department of Agriculture-Division of Forestry (TN-TNS) is responsible for dispatch of its own resources across the state on its own jurisdictional lands and will be supported as a 4th Tier Dispatch Center by TN-TNC.

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, two Assistant Center Managers, 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 managers 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 the specific agencies Duty Officer's 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.

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

ii. Assistant Center Manager(s): are responsible for the technical accuracy in the execution of resource orders and operational efficiency of TN-TNC. 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. Updates Center Manager 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/Interagency Resource Ordering Capability (IROC), 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.
- h. Refers questions concerning policy or interpretation of general operating procedures to the Center Manager.
- i. Beginning each shift review: dispatch logs, notes, and resource orders/IROC.
- 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 Center Manager, document in shift log, makes sure information is discussed with other shifts, and relays to other entities as appropriate. Observes chain of command, receives assignments for section from the Center Manager and delegates

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as appropriate. Sets timeframes and standards, deals with personnel concerns in a conscientious and diplomatic manner. Can assign work schedules for employees, if delegated by Center Manager. Acts as technical specialist for reviewing resource requests.

- m. Helps dispatchers by giving insight as to best resource to fill a request.
- n. 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 Center Manager.

iii. Initial Attack Dispatcher(s):

- a. Performs general dispatch duties for the TN-TNC initial attack operations, following standard operating procedures.
- 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 daily.
- 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 (Hazmat, 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 all units listed in this plan, under the Purpose and Overview section. Currently there is no direct radio contact with NPS and FWS resources, but TN-TNC shall create incidents as they occur in WildCAD, for all Federal Units supported by TN-TNC. This includes creating unique fire codes and ensures all data is correctly integrated with national systems using Authoritative Data Sources (ADS) to reflect the unit activity, reporting, 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.

- Dispatching and resource orders for events occurring on Big South Fork National River and Recreation Area (TN-BSP) will be routed through the Kentucky Interagency Coordination Center (KY-KIC).
- Dispatching and resource orders for events occurring on the Great Smoky Mountains National Park in Tennessee and North Carolina will be routed through the TN-TNC.

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- Dispatching and resource orders for events occurring on the Chickamauga & Chattanooga National Military Park (GA-CHP) in Tennessee and Georgia will be routed through the TN-TNC.
- TN-CNF jurisdictional lands located in Virginia (South Holston Lake)- Dispatching and resource orders for events occurring in this response area will be routed through TN-TNC.
- TN-CNF jurisdictional lands located in North Carolina (Cut Laurel)- Dispatching and resource orders for events occurring in this response area will be routed through TN-TNC.
- lands in NC (Cut Laurel)
- GA-CHF lands in TN (Cohutta Wilderness)- Dispatching and resource orders for events occurring in this response area will be routed through the Georgia Interagency Coordination Center (GA-GIC).

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. All federal aviation resources will be coordinated through TN-TNC. 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 on all prescribed fire activities for FS, NPS and FWS units supported by TN-TNC. Units supported by TN-TNC will ensure information is given to TN-TNC and the Center will ensure the incidents are added into WildCAD, for data integration with national programs. 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 IROC.

Funding

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- i. Cost Sharing between participating agencies for the operations and maintenance of the dispatch center. TN-TNC is currently funded in its entirety by the Cherokee NF. This includes all assigned staff (Center Manager, (2) Assistant Center Managers and (2) Initial Attack Dispatchers), facilities, and utilities. Opportunities to assist with staffing and funding of TN-TNC will be forthcoming as feasible. All agencies have cost sharing mechanisms at their disposal and will be utilized where appropriate.
- ii. Financial plan (attach as Appendix) n/a

2. Interagency Resources:

- Identify funding and staffing of joint resources and facilities commensurate with each Agency's use.
- Preparedness Resources- The ordering and coordinating of additional resource needs for preparedness is the responsibility of the agency requesting the resources.
- IMT Operating Plan- IMTs located in Tennessee all follow the current Interagency Standards for Fire and Fire Aviation Operations as well as the Standard of Operations set by their hosting agency.
- Supplemental Fire Department Resources (if applicable).
- Shared Communication Sites (i.e. Starr Mountain, State Repeater)

Standards: All federal parties to this agreement will follow all guidance laid out with the Interagency 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 Operations Handbook.

3. Supplemental Fire Department Resources: N/A

4. (insert other items, as applicable)

IV. PREPAREDNESS

1. **Protection Planning:** Each agency will provide for protection within their jurisdictional boundaries in the state of Tennessee.

2. **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.

3. 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 except for 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 actions.
- 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.
- Helicopter and Air Attack operations exceeding the first 24 hours will be reimbursed unless waived by the Agency Administrator or delegated official. 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. The USFWS will use the same equipment rates identified by The State of Tennessee in Chapter 100 of the Southern Area Mob Guide. Other 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. If the need for reimbursement should arise, USDOJ FWS agrees to the use of the equipment rates identified by the State of Tennessee in the Southern Area Mobilization Guide.

4. 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, fire project 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. Document joint

cooperative projects including objectives, role of each agency, and financial plan when funds are exchanged.

5. 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, Television, 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 operational 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.

6. 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.

7. Burning Permits:

Burning permits are required for prescribed fires and outdoor burning on all lands outside of federal lands in Tennessee between October 15 and May 15. Permits will be issued only by the State of Tennessee, Department of Agriculture-Division of Forestry. Division of Forestry may issue seasonal burn permits for prescribed fires on federal lands at the request of the respective party. Seasonal permits are valid from date of issuance through May 15.

Campfires in developed federal campgrounds and disbursed recreation areas are exempt.

8. 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.

9. Smoke Management:

Cherokee National Forest and Land Between The Lakes NRA's 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.

10. (insert other items, as applicable, or remove this line).

V. OPERATIONS

11. 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 within 24 hours. If 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.
- Incident records will be created by the dispatch center with delegated authority for the benefiting agency and associated Protecting Unit based on the point of origin (POO) of the incident. Reference "jurisdictional unit" for additional information. Unique incident identifiers are the concatenation of the year from the fire discovery date/time, the POO protecting unit, and the local incident identifier.

12. 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 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.

13. 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.

14. Response to Wildland Fire:

Special Management Considerations:

- Unless there is an immediate threat to life or structures, contact TN-TNC prior to dozer deployment by state resources on federal lands. This includes all FS, NPS and FWS lands, especially if lightning is the possible cause. 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. TN-TNC will be the liaison between the state and federal agencies as much as circumstances allow.
- Minimal Impact Suppression Tactics (MIST) will be used in all federal wilderness areas, NPS and USFWS lands. MIST tactics will vary depending on location. Agency Administrator guidance will be sought prior to initiating suppression actions. 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 TN-TNC before proceeding with suppression actions unless there is immediate threat to life or structures. The Operations guide and map are available at TN-TNC.
- Delivery and reporting of wildland fire chemicals near waterways will follow the policy expressly stated in the Interagency Standards for Fire and Fire Aviation Operations, Chapter 12, and/or the respective agency's Fire Management Plan, if more restrictive.
- 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 TN-TNC.

15. Decision Process:

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

16. 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.

17. 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.

18. Cost efficiency:

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

19. 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-Appalachian-Piedmont-Coastal Zone lands, there is a blanket delegation signed by the Park Supervisor for all type 4 and 5 fires.

20. 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.

21. (insert other items, as applicable, or remove this line).

VI. USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

1. Cost Share Agreement (Cost Sharing Methodologies): Describe how costs will be shared when a fire spreads into another jurisdiction. The type of cost share methodology utilized will vary according to a great variety of environmental, resource, tactical, political, and other considerations. The following factors should be discussed to clarify how such factors will influence the ultimate selection of a cost share methodology for any given wildland fire.

- The cost sharing methodologies that will be utilized should wildfire spread to a neighboring jurisdiction in a location where fire is not wanted.
- The cost share methodologies that will be used should a jurisdiction accept or receive a wildland fire and manage it for multiple objectives.
- Any distinctions in what cost share methodology will be used if the reason the fire spreads to another jurisdiction is attributed to a strategic decision, versus environmental conditions (weather, fuels, and fire behavior) or tactical considerations (firefighter safety, resource availability) that preclude stopping the fire at jurisdictional boundaries.

Examples of cost sharing methodologies may include, but are not limited to, the following:

- 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.

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- 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:

Each jurisdiction pays for its own resources – fire suppression efforts are primarily on jurisdictional responsibility lands.

Each jurisdiction pays for its own resources – services rendered approximate the percentage of jurisdictional responsibility, but not necessarily performed on those lands.

Cost share by percentage of ownership.

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.

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.

2. **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.

3. **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.

4. **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).

5. **Incident Meteorological (IMET) Services:**

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

6. **Aviation Operations:**

Chattanooga Air Tanker Base Agreement with USDA FS and NPS. Chattanooga Helibase is also located at Lovell Field (CHA) and staffed by CNF.

7. **Public Information:** It is the intent of the agencies signatory to this agreement to fully cooperate in seeking out media opportunities associated with fire management activities to include the following.

- In general, agencies 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.

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- When multiple agencies 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, coordinated in advance the content and time of releases.

VII. BILLING PROCEDURES

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

8. Suppression Billing:

Billing information, provide:

- Agency name and billing address
 - Financial Contact (name, phone, email)
 - Unique Entity Identifier (UEI)
 - Billing timeframes – Provide contact information for written request for extensions beyond timeframes established in Exhibit D, Reimbursable Billings and Payments.
 - Indirect Cost Rates, if applicable
 - Identify a process for handling any supplemental billing information, summary data or additional billing documentation. Such supplemental billing information, summary data or additional billing documentation may be requested and provided if agreed upon by the Parties. Additional agreement documentation may be required to accommodate differences in Agency/Bureau systems for payments. The process should include:
 - Points of Contact
 - Process for handling requests
 - Any standardized reports information
9. **Fee Based Services** – Billings will be in accordance with separate written agreement or contract(s).
10. **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, supplemental fire project agreement, procurement, or other appropriate written document will be required. Billing will be defined under the terms of that document.
11. **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

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.

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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 expiration of the Master agreement 25-FI-11080400-250 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. 19-FI-11080400-301-executed on 9/24/2019 and modified to extend the expiration date to 9/24/2025.
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.

Exhibit D. Reimbursable Billings and Payments

Reimbursable Billings and Payments

I. Suppression Billings

The Forest Service, Bureau of Land Management, Bureau of Indian Affairs, National Park Service, and Fish and Wildlife Service will not bill each other for suppression costs. However, pre-suppression costs, fair sharing for interagency dispatch centers costs, prevention costs, and other fire management costs will be billed in accordance with existing agreements or other written documents.

Parties to this Agreement may opt to use a “Reconciliation Process” for tracking incident costs for all Parties to this Agreement for the purpose of issuing one annual billing to the paying Party. If the Reconciliation Process is not utilized, parties to the Agreement shall utilize the applicable Incident by Incident process.

1. **Reconciliation Process:** State and federal agencies agree to consolidate billing and minimum balances.

All Tennessee costs of fires occurring in and out of Tennessee, regardless of jurisdictional boundary, will be compiled based on each agencies’ costs. A reconciliation balance sheet will be developed and billed as one consolidated amount. This cost tracking method will reduce actual payments and ensure that a fair division of suppression costs can be made between the Federal Agencies and the State in a timely fashion. Agency and Cooperator costs are identified by fire number and code and tracked on an annual balance sheet. Federal balance sheets (and State balance sheets depending on funding laws) must align with a single fiscal year. A final division of cost responsibilities based on jurisdiction, minimum thresholds and cost share agreements will be negotiated by September 30 of each year.

Minimum Billing Threshold is [*\$XX – insert agreed upon amount*] and applies to all fires included in this process. It does not apply to out-of-state responses. The minimum threshold does not apply to costs for cooperating fire departments under a separate agreement with the state when working outside their jurisdictional boundary or requested by a resource order for extended attack.

The USDA Forest Service will be responsible for managing the balance sheet which includes all agencies’ costs and cost share information. Actual costs are tracked by each agency for each incident. Agency actual costs are subject to audit procedures identified in item #, Audit Procedures. The balance sheet is verified but may be disputed based on the cost share allocation, severability of costs and actual costs submitted for each fire. The balance sheet will result in a final settlement between all Parties and one transfer of funds is required to reconcile the fire season, unless a request is submitted to complete reconciliation prior to the end of fire season, at which point a settlement will be done for expenses to the requested date.

Billing Time Frames for Reconciliation Process: Agencies will submit invoices within 30 days of final reconciliation. Requests for extensions beyond 30 days for invoice submittal must be presented in writing to the reimbursing agency. Operating plans will include contact information for written requests for extensions.

2. Incident by Incident Process

Federal Billings by Incident: There are not billings between the Federal wildland fire agencies, pursuant to the Master Interagency Agreement for Wildland Fire Management. Federal Agencies will submit bills for their reimbursable costs to the States whenever Tennessee state agencies are the Protecting Agency and a billing is appropriate.

State Billings by Incident: When one of the States is the Supporting Agency and the fire is within the State of Tennessee, the State will bill the Protecting Agency for reimbursable costs when a billing is appropriate. Anytime the States respond to a Federal Agency fire outside of Tennessee, the State will bill all applicable costs to the jurisdictional Federal Agency or agencies. Operating plans will include billing location information.

Billing Time Frames: Agencies will submit invoices within 180 days of the demobilization of the incident. Extensions beyond 180 days for invoice submittal must be presented in writing to the reimbursing agency. It should be noted that some categories of expenses may often require subsequent billings outside of the 180 day period, such as: outstanding cost shares, claims, aircraft expenses, and fire cache costs.

Operating plans will include contact information for written requests for extensions.

Absent a written extension of time granted by the reimbursing agency, the final itemized bill should be submitted to the reimbursing agency within 180 days of the demobilization of the incident. After a final billing has been sent, and if additional costs are identified, a supplemental billing may be issued if agreeable to applicable Parties.

Each Party to this Agreement will strive to provide appropriate Parties of an estimate of the amount of reimbursable bills they expect to submit within 90 calendar days in each reimbursable action.

3. **Severity:** Costs incurred on severity assignments within the state of [state] will be billed individually to the Jurisdictional Agency. Severity assignments are reimbursable under the Reciprocal Fire Protection Act.

4. **Electronic Funds Transfer (EFT):** Notwithstanding any other provision of law, effective January 2, 1999, US Treasury Regulation, Money and Finance at 31 CFR 208.3 requires that federal payments are to be made by EFT unless waived in accordance with specific circumstances set forth in 31 CFR 208.4

In order to receive EFT payments, the payment recipient shall register in System for Award Management (SAM) and are required to validate their information in SAM once per year. The payment recipient is also required to have a UEI. The UEI number is assigned by SAM to identify unique business entities. For more information, refer to

<https://www.sam.gov/portal/SAM/##11>.

Each Party to this Agreement shall provide the following information in the operating plan.

- Agency name and billing address
- Financial Contact (name, phone, email)
- Agency UEI

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5. **Billing Content:** The following items will be included as a minimum for each bill, noting that a resource order is not always required or available in order for a bill to be valid. Provide as a minimum on each invoice/bill:

- Agency 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 Firecode or charge code
- Summary cost data for the amount being billed

Summary data may include but is not limited to, a list of personnel, travel, and equipment expenses; and a listing by vendor name and amount spent for supplies and services procured. Generally, cost source documents will not be required unless summary cost data is disputed, there is a Fire Management Assistance Grant, or unless specific agency regulations require cost source documents.

At times, supplemental information, summary data or additional billing documentation may be requested and provided if agreed upon by the Parties. The process for handling such requests should be documented in the Operating Plan.

6. **Payment Due:** Whenever this Agreement provides for billing, the agency receiving the bill has an obligation to pay. Once bills are received by the reimbursing agency, payment will be made in accordance with that agency's payment processes outlined in the operating plan.
7. **Services Received and Certification of Billings:** Reimbursing agencies must provide written notice of incorrect invoices to billing agencies within the timeframes specified in the annual operating plan.
8. **Financial Dispute Resolution:** If a conflict arises between the agency's payment processes, the terms of the billing document, or the costs associated with the billing document, the Parties should attempt to resolve the differences. If the differences cannot be resolved after consultation between the Parties, the Parties follow their dispute resolution processes.
9. **Review Procedures:** The Parties agree to jointly conduct a review, sampling transactions of the incidents managed under this Agreement. Findings that are inconsistent with the normal or accepted way of doing business will be reconciled on a case by case basis. Any decision to further examine records will be considered on a case by case basis and appropriate follow up action agreed upon by all agencies involved.

II. **Payment for Protection Services (use if appropriate)**

Geographic, Statewide or Sub-Geographic (local) operating plans and procurement documents or agreement will establish billing procedures for Fee Basis Protection Services.

III. **Non-Suppression Billings**

All non-suppression costs shall be billed and paid in accordance with the terms and conditions of the Supplemental Fire Project Agreement, separate agreement, procurement, or other appropriate written document, executed by the authorized signatories of the involved Parties within their legal authorities.

IV. Accounting Records

Cooperators must maintain records incident by incident which adequately identify the source made use of funds. These records must contain information pertaining to expense related to each incident, unobligated balances, liabilities outlays or expenditures, and income. Such documents must be made available to the Federal Agency upon request.

V. **Internal Control**

Effective control and accountability must be maintained for all federal funds, real and personal property, and other assets. Cooperators must keep effective internal controls to ensure that all federal funds received are separately and properly allocated to each incident and used solely for authorized purposes.

VI. **Reimbursable Costs**

Documented costs incurred as the result of an incident are reimbursable. All costs must be reasonable, allowable, and allocable. Costs must be consistently treated as either direct costs or indirect costs. Consistent treatment of costs is a basic cost accounting principle and is specifically required to assure that the same types of costs are not charged as both direct costs and indirect costs. Every effort should be made to classify costs incurred for the same purpose, in like circumstances, consistently as either direct or indirect.

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).

Direct Costs: Direct costs are those items of expense specifically identified with the delivery or completion of a project or program. General examples include, but are not limited to, personnel costs (salary and fringe benefits), equipment costs, travel, materials, supplies, and contracts.

For the purposes of this Agreement, these may include, but are not limited to the following:

- Actual costs directly incurred for “move-up and cover” or “backfill” resources.
- Agency costs of individuals assigned to the incident or project for salary, benefits, and overtime including premium pay if and when it is earned according to the policies, laws, and rules governing the employees of the Supporting Agency.
- Agency costs for transportation including, but not limited to, airline fees, vehicle rental fees, fuel and oil, and agency established mileage fees.

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- Agency costs for per diem and lodging of resources assigned to the incident when such services are not supplied by the incident.
- Additional support dispatching, warehousing or transportation services supporting a resource order or project.
- Operating expenses for equipment assigned to the incident, such as fuel, oil, and equipment repairs.
- Cost of reasonable and prudent supplies expended in support of the incident or project.
- Usage cost of equipment in support of the incident or project, contract equipment costs and operating costs for agency equipment.
- Aircraft, airport fees, retardant costs and retardant and other fire chemical costs.
- Agency-owned equipment lost, or damaged, by the Supporting Agency when accompanied by the appropriate agency source documentation to include insurance deductible paid.
- Charges from the state for state controlled resources such as inmate crews, National Guard resources and county and local resources.
- Agency-owned equipment and supplies lost, damaged, or expended by the Supporting Agency.
- Cost or replacement of reasonable and prudent supplies expended in support of the incident. What is reasonable and prudent is determined by the protecting and/or Jurisdictional Agency or the fire team within the limits of their delegated authority or identified in the current Interagency Incident Business Management Handbook (IIBMH).

Indirect Costs: Indirect costs are those items of expense incurred as part of general management and administrative support of an organization. These costs are not attributable to a specific project, program or output, but are distributed among many benefiting activities. Often, they are proposed as a percentage of direct project costs and are referred to as administrative costs, overhead, or burden. Examples may include office space, computer equipment, postage, utilities, salaries for administrative activities such as procurement, personnel, accounting, and so forth.

Indirect cost rate rates may vary for each agency. Application of indirect cost rates will be addressed within the Operating Plan (Exhibit C).

When indirect cost rates are applied to federal reimbursements, the Parties agree to the following:

1. If the payment recipient has never received or does not currently have a negotiated indirect cost rate, they are eligible for a de minimis indirect cost rate up to 15% of Modified Total Direct Costs (MTDC). MTDC is defined as all salaries and wages, fringe benefits, materials and supplies, services, travel, and contracts up to the first \$50,000 of each contract.
2. For rates greater than 15%, the payment recipient shall provide either an applicable negotiated indirect cost rate agreement (NICRA) from a cognizant Federal Agency, or an indirect cost rate summary in a format that clearly defines the indirect cost rate and MTDC.
3. The payment recipient must maintain adequate documentation to support the methodology and computation of the indirect cost rate. Documentation must be made available to the Federal Agency upon request.
4. Failure to provide adequate documentation supporting the indirect cost rate could result in disallowed costs and repayment to the Federal Agency.

VII. Source Documentation

Accounting records for each incident must be supported by source documentation such as cancelled checks, paid bills, time and attendance records, contract or sub-award documents, etc. Such documents must be made available to the Federal Agency upon request.

Exhibit E. Cost Share Agreement Instructions

Each of the numbered instructions below corresponds to form items that require further explanation. Supplemental cost share agreements will be numbered consecutively following the original (#1) for each fire. Supplements may be added at any time. Where insufficient room is available for necessary information, additional sheets or addendums may be added. Small revisions to this Agreement may be completed on a single page, describing the change to the original agreement, and obtaining new signatures from those involved.

A Master Cooperative Wildland Fire Management and Stafford Act Response Agreement exists between all major wildland fire protection agencies in the Southern Geographic Area. This Agreement authorizes general mutual aid, including reciprocal and cooperative fire protection services elaborated upon in geographic, statewide, or sub-geographic area operating plans. Other cooperative agreements exist between fire management agencies that authorize fire management services between agencies at the sub-geographic level. The objective of the Cost Share Agreement is to establish and document the cost sharing and basic organizational structure in response to specific fires.

Cost Share Agreements will be negotiated between agencies involved in specific on-the-ground fire suppression activities. These agreements are mandatory 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 either Agency based upon responsibility for the fire origin. The designated representatives of each Agency with protection responsibility are responsible for completing and signing the Agreement.

1. List the fire name agreed upon by Parties involved.
2. Give the origin or best estimate of origin location by legal description.
3. Estimate the size at the time of the Supplemental Agreement.
4. List the Parties 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.

DEFINITIONS:

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.

List the appropriate personnel filling ICS positions on the fire.

1. List any special conditions or resource objectives, e.g., dozer restrictions, mechanized restrictions, bald eagle nest, high value plantation. Operational responsibility for the fire will be defined in this section (if appropriate). Respond to this item only if Agency forces have specific segments of the fire. This information will not determine cost responsibility, unless specified in Item 11. Examples are Divisions A and B; all structural protection areas; specific campground.
2. List the Agency having legal responsibility for structural protection, and any pertinent control information or contacts.

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3. List operation conditions or directions pertaining specifically to: air operations, base camp and food service, and fire investigation. Costs pertaining to these decisions shall be documented in Item #10.
4. Fire suppression costs shall 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 on lands with similar values and uses; D and E on larger, more complex incidents, such as those with both WUI and wildlands:

Each Agency pays for its own resources – fire suppression efforts are primarily on jurisdictional responsibility lands.

- A. Each Agency pays for its own resources – services rendered approximate the percentage of jurisdictional responsibility, but not necessarily performed on those lands.
- B. Cost share by percentage of ownership or Agency jurisdictional responsibility.
- C. Cost is apportioned by geographic division or by 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 campgrounds.
- D. 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.

The following are not reimbursable:

- Responsibility for tort claims or compensation for injury costs.
 - 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.
 - Support costs (i.e. office dispatchers, warehouse workers, etc.), unless they are charging to an emergency code assigned to the incident.
 - The cost centers 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).
5. List any specific conditions relative to this Agreement, such as: dispatch procedures, one Agency representing another, notifications, incident information, coordinated intelligence, etc.
 6. 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.

Exhibit F. Cost Share Agreement

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 Response Agreement executed between the Agencies listed, on (date).

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

2. Origin: Township _____ Range _____ Section _____

3. Estimated Size _____ Acres at the time of this Agreement _____

4. Agency _____ Fire # _____ Accounting Code _____

Agency _____ Fire # _____ Accounting Code _____

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. Identify below personnel filling the following positions:

Position	Name(s)	Agency
Incident Commander	_____	_____
Agency Administrator Representative	_____	_____
Liaison	_____	_____
Finance	_____	_____
Operations	_____	_____

7. Suppression action will be subject to the following special conditions and land management considerations:

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

Agency _____ Geographic Responsibility _____
Agency _____ Geographic Responsibility _____
Agency _____ Geographic Responsibility _____
Agency _____ Geographic Responsibility _____

9. The Agency responsible for structural protection will be _____

10. Special operational conditions agreed to (include as appropriate air operations, base camp, food service, fire investigation, security, etc.) List cost share information in Item #11:

11. Fire Suppression COSTS will be divided between Agencies as described:

Cost Centers:	Agency:	Agency:	Agency:

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12. Other conditions relative to this Agreement (notifications, incident information, etc):

13.

_____ Agency	_____ Agency	_____ Agency	_____ Agency
-----------------	-----------------	-----------------	-----------------

_____ Signature	_____ Signature	_____ Signature	_____ Signature
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_____ Title/Date	_____ Title/Date	_____ Title/Date	_____ Title/Date
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List of Attachments (if any) _____ / _____ / _____

Exhibit G. Supplemental Fire Department Resources Template

These provisions apply only to Supplemental Fire Department Resources, and not to regular fire department personnel. Supplemental Fire Department Resources are defined as overhead tied to a local fire department generally by agreement who are mobilized primarily for response to incidents/wildland fires outside of the district or mutual aid zone. They are not a permanent part of the local fire organization and are not required to attend scheduled training, meetings, etc. of the department staff.

When mobilizing Supplemental Fire Department Resources outside of the fire district or mutual aid zone the following will apply.

Mobilization

Mobilization will follow established ordering procedures as identified in the National, Geographic, and Local Mobilization Guides. Resources will be mobilized from the Host Dispatch Zone in which the department is located. Personnel will be provided a copy of the resource order request after confirmation of availability and prior to departure from their home jurisdiction. Resource orders shall clearly indicate incident assignment, incident location, expected incident arrival time, and any additional special needs or equipment authorizations, e.g. cell phones, laptops, rental vehicles, etc.

Reimbursable Costs

Reimbursable costs for personnel include compensation rates for hours worked, benefits, transportation, and per diem. It is the intent of this provision that the Supplemental Fire Department Resource be paid a regular compensation rate for all hours worked plus an overtime compensation rate for actual overtime hours worked, including travel. Reimbursable costs shall not include portal to portal pay or the portion of benefits personally paid by the employee. Travel and per diem reimbursements will be based on the Federal Travel Regulations.

Any costs for backfill personnel are not reimbursable for personnel hired as Supplemental Fire Department Resources.

An indirect cost allowance up to ten percent of the direct salary and wage cost of providing the service (excluding overtime, shift premiums, and fringe benefits) is allowed.

Personnel

All personnel will possess an active Incident Qualification System (IQS) or equivalent incident qualification documentation commensurate with all applicable NWCG 310-1 standards for training and qualifications. Personnel will be qualified for their assigned positions. XXFD is responsible for annually certifying and maintaining the qualifications of their Supplemental Fire Department Resources. XXFD will bear the cost of training for their Supplemental Fire Department Resources.

Any personnel to be mobilized under this Exhibit will be listed in the Operating Plan by name, position(s), and identified as SR. While on assignment, these individuals are XXFD employees and the XXFD will be reimbursed for their actual costs.

Rate Determination

The basis for the computation of base hourly rate is the classification level of the position filled according to the attached matrix. Base hourly rate shall be no more than step 5 of the appropriate GS wage adjusted for locality pay at the location of the fire district. These rates can be found on the Office of Personnel Management (OPM) website <https://www.opm.gov>, Salaries and Wages. Personnel are hired at the rate of the position being filled, not their highest qualification.

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The hourly compensation rates identified in the Operating Plan are computed as follows:

- 1) Regular Compensation Rate: The rates listed include base hourly rate determined above plus employee benefits. Employee benefits include those costs actually incurred by the XXFD for the employment of these individuals, such as employer liability, workers compensation, employer share of social security, etc.
- 2) Overtime Compensation Rate: Overtime compensation rates are paid based on a 7 day work week beginning on day one of mobilization. Compensation rates are paid at time and a half of the base hourly rate for all hours worked in excess of 8 hours per day for the first 5 days and full time and one half for all hours worked during the remainder of the work week. Compensation includes travel time.
- 3) Hazard Pay Rate – Hazard pay differential may be paid to those employees performing work that meets the definition of hazardous duty as defined in the IIBMH. Compensation rates are paid at 25 percent of the base rate when performing duties that meet the definition of hazardous duties. All hazard pay differential is based on a 24-hour day from 0001-2400 and shall be paid for all hours in pay status during the calendar day in which the hazardous duty is performed.

Days off at Incident

Days off at the incident will be paid for 8 hours. Work/rest guidelines will be followed, and mandatory days off will follow current guidelines (IIBMH) Once travel to the home unit commences, days off will not be paid.

Transportation and Per Diem

Per Diem reimbursements will be based on the Federal Travel Regulations. The payment rate for POVs and rental vehicles used to support Supplemental Fire Department Resources shall be at the current Federal Travel Regulation rate.

Signature and Date

(Agency Administrator)

(Federal Agency)

Signature and Date

(Fire Chief)

(Local Fire Protection District Or appropriate Official at State Level)

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Attachment to Exhibit G. Supplemental Fire Department Resource – Classification Matrix

OPM GENERAL SCHEDULE	AREA COMMAND	COMMAND	OPERATIO NS	AIR OPS	PLANS	LOGISTICS	FINANCE	SUPPORT
GS-2						RADO		
GS-3			FFT2	ABRO	DPRO	SECG		EDRC
GS-4			FALA	HECM		EQPI		
			FFT1					
GS-5		ICT5	ENOP		SCKN	BCMG	CLMS	
						EQPM	EQTR	
						INCM	INJR	
						ORDM	PTRC	
						RCDM		
						SECM		
GS-6		ICT4	CRWB	AOBS	DOCL	COMT		EDSD
			DOZB	DECK	FOBS			
			ENGB	HELB	TNSP			

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OPM GENERAL SCHEDULE	AREA COMMAND	COMMAND	OPERATIO NS	AIR OPS	PLANS	LOGISTICS	FINANCE	SUPPORT
GS-6 (continued)			FALB	RAMP				
			FELB					
			STAM					
			TRPB					
			WHSP					
GS-7		IOF3		HELM	GISS	EMTB		
				SEMG		EMTI		
GS-8		SOF3	DOZ1	ATBM	DMOB	COML	COMP	EDSP
			TFLD	HEB2	HRSP	FACL	COST	IADP
			STCR		RESL	FDUL	TIME	
			STDZ		SITL	GSUL		
			STEN			MEDL		
			STLM			SPUL		
			STPL			CTSP		
GS-9			FALC	HLCO			PROC	
				HEB1				

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OPM GENERAL SCHEDULE	AREA COMMAND	COMMAND	OPERATIO NS	AIR OPS	PLANS	LOGISTICS	FINANCE	SUPPORT
GS-9				SECO				
GS-10		ICT3	DIVS	ASGS	FBAN	EMTP		CORD
			STPS	ATGS	LTAN			INTL
								PETM
GS-11		ICT2	OPBD	AOBD	PSC2	LSC2	FSC2	ARCH
		THSP – Deputy ICT2	OSC2			SVBD		IBA2
		PIO2				SUBD		MCCO
		LOFR						PETL
		SOF2						
GS-12	ACAC	PIO1	OSC1		PSC1	LSC1	FSC1	IBA1
	ACPC	SOF1						
	ACLC							
GS-13	ACDR	ICT1						
		THSP – Deputy ICT1						

Exhibit H. Use and Reimbursement for Shared Resources in Stafford Act Response Actions

1. 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 Stafford Act Response activities will be accomplished by submission of billings to the ESF primary agency (i.e., the agency which issued the Mission Assignment or sub-tasking). The ESF primary agency will review, approve the documentation, and return to the sub-tasked agency with referencing documentation to process the billing. Each sub-tasked agency is responsible for submitting its own billing documentation to the ESF primary agency for reimbursement.

2. Federal Reimbursable Assistance: Federal Reimbursable Assistance resources must be requested by the ESF primary 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 the amount of reimbursement approved and provided 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 Administrator or the (FEMA) Regional Administrator in the emergency or major disaster.
- C. Cost of work, services, and materials procured under contract for the purposes of providing assistance directed by the (FEMA) Associate Administrator or the Regional Administrator.
- 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 Administrator or the (FEMA) Regional Administrator and the agency.

3. State/Tribe Reimbursement Process: State/Tribe Reimbursement refers to those resources that are to be reimbursed by the ESF primary agency. State/Tribe Reimbursement resources must be requested by the ESF primary 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.

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- B. Wages, travel and per diem of temporary State/Tribal personnel assigned solely to performance of services directed by the (FEMA) Associate Administrator or the (FEMA) Regional Administrator 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 Administrator or the Regional Administrator.
- 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 Administrator or the (FEMA) Regional Administrator and the agency.

Note: In order to meet FEMA's policies regarding mission assignments and timely billing, all State and local resources dispatched to a FEMA incident under a valid cooperative/interagency agreement with a state, local agency or a tribe must submit invoices for reimbursement to the appropriate Federal Agency no later than 90 days after demobilization of the incident. Any invoices not submitted within this timeframe are subject to non-payment. Extensions beyond 90 days for invoice submittal must be presented in writing to the reimbursing agency. Operating Plans will include contact information for written requests for extensions. Absent a written extension of time granted by the reimbursing agency, the final itemized bill must be submitted to the reimbursing agency within 90 days of the demobilization of the incident.

4. 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.

5. Procurement: The State derives its procurement authority from its inherent powers and 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.

6. 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 more than normal wear and tear and will replace or reimburse items lost or destroyed.

7. Billing Procedures

Incident Billings:

When Tennessee is the Supporting Agency operating under a Mission Assignment or sub-tasking from the ESF Primary Agency and the incident is within the State of Tennessee, the State of Tennessee will bill the ESF Primary Agency. When the State of

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Tennessee is the Supporting Agency and the incident is outside the State's jurisdiction, the State of Tennessee will bill the ESF Primary Agency.

Agencies will share their respective individual incident Resource Order numbers for cross referencing purposes, if requested.

Billing Estimates/Timeframes: On incidents where costs are incurred pursuant to Operating Plans, the billing Party shall submit a bill or estimate for reimbursement as soon as possible, but not later than 90 days after the incident is controlled.

Extensions beyond 90 days for invoice submittal must be presented in writing to the reimbursing agency.

Operating Plans will include contact information for written requests for extensions. Absent a written extension of time granted by the reimbursing agency, the final itemized bill must be submitted to the reimbursing agency within 90 days of the Stafford Act Response.

For obligation purposes, the Federal Agencies will submit unpaid obligational figures to the State of Tennessee by June 30th. The State of Tennessee 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.

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, and travel; and supplies/services procured by vendor name and dollar amount. Billings for Tennessee incident assistance may include administrative overhead, not to exceed the applicable Tennessee indirect cost rate.

Billing Addresses:

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

State of Tennessee, Division of Forestry
Attn: Fire Management
POBox40627
Nashville, TN 37204

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

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

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

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

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

Bureau of Land Management, Eastern States
State Fire Manager Officer
273 Market Street
Flowood, MS 39232

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

National Park Service, Interior Region 2
Attn: Billing Dept. (Fire and Aviation Management)
1924 Bldg. 100 Alabama St. SW
Atlanta, GA 30303

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

BIA, Div. of Wildland Fire Management
Attn: Michael Nutter, Budget Director
3833 South Development Avenue, Mail Stop-170
Boise, ID 83705

All bills for services provided to the Department of the Interior/Fish and Wildlife Service will be mailed to:

US Fish and Wildlife Service
Attn: Fire Management
1875 Century Blvd
Atlanta, GA 30345
Cc: rick_struhar@fws.gov

Interim and/or Final Billings from DOI agencies, states, or other cooperators sub-tasked via a FEMA ESF4 Mission Assignment, will need to be sent to the USFS-R8 Incident Business Coordinator, for missions that took place in states located within the boundaries of the SA. The USFS-R8 Incident Business Coordinator will review the invoice package, and once approved will send to the USFS Albuquerque Service Center where it will be processed for payment.

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Incident Business Coordinator
US Forest Service, R8 (Southern Region)

9. 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.

10. 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 no 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.

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

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Federal Agency Project Agreement No. (a)

Exhibit I. Supplemental Fire Project Agreement

Cooperator Project Agreement No. (b)

SUPPLEMENTAL FIRE PROJECT AGREEMENT

Between

(c)

And

(d)

This Supplemental Fire Project Agreement (Agreement) is hereby made and entered into by and between (e), hereinafter referred to as “the Cooperator,” and (f), hereinafter referred to as the Federal Agency under the Reciprocal Fire Protection Act of May 27, 1955, (69 Stat. 66; 42 U.S.C. 1856a) and under the provisions of the Master Cooperative Wildland Fire Management and Stafford Act Response Agreement No. (g), executed between the Parties.

Project Title: (h)

I. BACKGROUND

As referenced above, the Parties (directly or through their respective agencies) entered into a Master Cooperative Wildland Fire Management and Stafford Act Response Agreement (Master Agreement). The Master Agreement allows for the Parties to cooperatively conduct projects or share resources for fire protection and prevention, which includes such activities as prescribed fire/fuels management, preparedness, fire analysis/planning, rehabilitation, training, public affairs, and other beneficial efforts in support of interagency fire management.

II. PURPOSE:

The purpose of this Agreement is to document the Parties’ contributions and cooperation regarding (i). This project is further described in the hereby incorporated Financial and Project Plan, attached as Exhibit (j).

III. THE COOPERATOR SHALL:

- A. Perform in accordance with the terms of this Agreement and with the Financial and Project Plan, Exhibit (j).
- B. Bill the Federal Agency for actual costs incurred, not to exceed (k)\$, as agreed to in the attached Financial Plan.
- C. Upon presentation of a Bill for Collection, reimburse the Federal Agency for actual costs incurred, not to exceed (l)\$, as agreed to in the attached Financial Plan.

IV. THE FEDERAL AGENCY SHALL:

- A. Perform in accordance with the terms of this Agreement and with the attached Financial and Project Plan, Exhibit (j).

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- B. PAYMENT/REIMBURSEMENT. The Federal Agency shall reimburse the Cooperator for the Federal Agency's share of actual expenses incurred, not to exceed (k)\$, as shown in the attached Financial Plan. The Federal Agency shall make payment upon receipt of the Cooperator's (m) invoice. Each invoice from the Cooperator must display the total project costs for the billing period.

Each invoice must include, at a minimum:

1. Cooperator's name, address, and telephone number
2. Federal Agency project Agreement number
3. Invoice date
4. Performance dates of the work completed (start and end)
5. Total invoice amount for the billing period

The invoice must be forwarded to: (n)

Send a copy to: (o)

- C. REIMBURSABLE BILLING. The Federal Agency shall bill the Cooperator (m) for funds sufficient to cover the costs for the specific payment period, not to exceed (l)\$ as shown in the attached Financial Plan. All reimbursement billings must be completed within the same fiscal year as Federal Agency expenditures. Overhead is assessed at the rate of (p) percent.

Billings must be sent to: (q)

The Federal Agency is required to issue bills for expenditures incurred under reimbursable agreements at the end of or prior to the end of each federal fiscal year. Therefore, an out-of-cycle bill may be received by the Cooperator.

If payment is not received to the satisfaction of the Federal Agency by the date specified on the bill, the Federal Agency shall exercise its rights regarding the collection of debts owed to the United States.

- D. (r) SPECIAL BILLING REQUIREMENTS – FINANCIAL DOCUMENTATION.

Reimbursable billings shall be issued at the prescribed frequency based on expenditures recorded in the U.S. Forest Service accounting system for work performed. Bills for Collection reflect an aggregate amount for the billing period. U.S. Forest Service Transaction Register listing itemized expenses will be provided upon request at the end of a project or annually for long-term agreements. Provision of the Transaction Register or other supporting documentation accompanying individual bills will be limited to agreements over \$2,500, and only when cooperator requirements are clearly defined within this clause.

The special billing requirements are: (s)

- E. (t)SPECIAL BILLING REQUIREMENTS – PROGRAM DOCUMENTATION. The U.S. Forest Service Program Manager shall provide the Cooperator with a written report that meets the Cooperator's specific documentation requirements.

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

- A. (u)PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this Agreement.

(v)Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name:	Name:
Address:	Address:
City, State, Zip:	City, State, Zip:
Telephone:	Telephone:
FAX:	FAX:
Email:	Email:

(w)Principal Federal Agency Contacts:

Federal Agency Program Manager Contact	Federal Agency Administrative Contact
Name:	Name:
Address:	Address:
City, State, Zip:	City, State, Zip:
Telephone:	Telephone:
FAX:	FAX:
Email:	Email:

- B. LIABILITY. As set forth under the provisions of the Master Agreement.
- C. (x)Mutually agree to the Burn Plan as incorporated in this Agreement, and to any agreed upon revision thereof. If the revision to the Burn Plan does not materially affect the purpose and/or terms of the Agreement, but rather only revises the implementation of the project, then a modification to this Agreement is not necessary. The most recent revision of the Burn Plan will automatically be incorporated into this Agreement and a copy will be provided to the Principal Contacts listed above.
- D. In the event of a conflict between the provisions of this Agreement and the Master Agreement, the Master Agreement shall take precedence.
- E. (y) PURCHASE OF ASSETS. Any assets (such as equipment, property, or improvements) purchased by the Federal Agency with the Cooperator's contributions shall become the property of the Federal Agency, unless otherwise documented via separate authority and instrument.
- F. (z)PROPERTY IMPROVEMENTS. Improvements placed on federal land at the direction, or with the approval of, the Federal Agency becomes property of the United States. These improvements are subject to the same regulations and administration of the Federal Agency as

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would other agency improvements. No part of this Agreement entitles the Cooperator to any interest in the improvements, other than the right to use them under applicable Federal Agency Regulations.

- G. PARTICIPATION IN SIMILAR ACTIVITIES. This Agreement in no way restricts the Parties from participating in similar activities with other public or private agencies, organizations, and individuals.
- H. ENDORSEMENT. Either Party's contributions made under this Agreement do not by direct reference or implication convey endorsement of each other's products or activities.
- I. ALTERNATE DISPUTE RESOLUTION. In the event of any issue of controversy under this Agreement, the Parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to, conciliation, facilitation, mediation, and fact finding.
- J. MODIFICATION. Modifications within the scope of this Agreement must be made by mutual consent of the Parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least (aa) days prior to implementation of the requested change. Neither Party is obligated to fund any changes not properly approved in advance.
- K. TERMINATION. Either Party, in writing, may terminate this Agreement in whole, or in part, at any time before the date of expiration. Neither Party shall incur any new obligations for the terminated portion of this Agreement after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each Party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.
- L. COMMENCEMENT/EXPIRATION DATE. This Agreement is executed as of the date of last signature and is effective through (bb) at which time it will expire unless extended.

If the referenced Master Agreement is superseded by a new Master Agreement, this project agreement may remain in effect to the extent that it does not conflict with the provisions of the new Master Agreement, but only until such time that the project can be completed or modified to be incorporated within the terms of the new Master Agreement.

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M. AUTHORIZED REPRESENTATIVES. By signature below, the Parties certify that the individuals listed in this document as representatives of each Party are authorized to act in their respective areas for matters related to this Agreement.

(cc)

(dd) _____, (ee) _____ Date _____
(ff)

(gg)

(hh) _____, (ii) _____ Date _____
(jj)

(kk) The authority and format of this Agreement have been reviewed and approved for signature.

(ll)

(mm) _____ Date _____
U.S. Forest Service Grants & Agreements
Specialist

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INSTRUCTIONS for Supplemental Project Agreement

All provisions in this instrument are mandatory, unless otherwise excepted. This project agreement may only be used between a Federal Agency and a cooperating state, local, tribal government (or subdivision thereof) under a Master Cooperative Wildland Fire Management and Stafford Act Response Agreement.

(Master Agreement) = Referring to approved (2007 or newer) national agreement template used by/between federal wildland fire agencies and State/Tribal government.

(a) Federal Agency Project Agreement No. For example, Forest Service uses the following format: FY-FP-11RRUUS-XXX.

(b) Cooperator Project Agreement No. Insert Cooperator project agreement number, if applicable.

(c) Insert name of Cooperator (state, local, tribal, or subdivision thereof).

(d) Insert name of Federal Agency, including applicable Region, Office, or Unit.

(e) Insert Cooperator name as cited above.

(f) Insert Federal Agency name as cited above.

(g) Insert corresponding Federal Agency Agreement # as identified on the Master Coop Agreement.

(h) Insert project title.

(i) Enter brief project description.

(j) Insert alpha or numeric reference to the Exhibit added that provides a Financial and Project Plan. Note: The Project Plan may include tasks/projects defined in the Operating Plan (as referenced in the Background section), or it may be a Burn Plan, if applicable.

(k) Insert amount. If the Federal Agency is not obligating funds for reimbursement to the Cooperator, then delete this provision.

(l) Insert amount. If the Federal Agency is not collecting funds from the Cooperator, then delete this provision.

(m) Select and insert the appropriate billing cycle: monthly, quarterly, semi-annual, or annual. Note: quarterly dates (December 31, March 31, June 30, and September 30), semi-annually (March 31, and September 30) or annually (September 30 or earlier).

(n) Insert Federal Agency name as cited above and billing address. (For Forest Service, use Albuquerque Service Center, Payments – Grants & Agreements, 101B Sun Ave NE, Albuquerque, NM 87109, FAX: 877-687-4894)

(o) Insert other contact name and address, if applicable, otherwise delete.

(p) Insert the Federal Agency burden/overhead rate. Enter 'shall not be assessed' if burden is not applicable.

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(q) Enter Cooperator's name, name of point of contact, and mailing address to which billing documents should be sent.

(r) If the Federal Agency is not the Forest Service or if the Forest Service is not collecting funds, delete this provision.

Optional, if the Cooperator requires financial documentation with each bill. This provision alerts ASC-RACA that the Forest Service shall provide transaction registers with any billing to the Cooperator under this Agreement.

Also, Choose one of the following: with each bill, upon project completion, or annually

(s) Insert special billing requirements here, such as whether the billing requirements are either with each bill, upon project completion, or annually.

(t) If the Federal Agency is not the Forest Service or if the Forest Service is not collecting funds, delete this provision.

Optional provision if the Cooperator requires an accomplishment or program report with each BFC. This provision alerts ASC-RACA that the Forest Service must coordinate BFCs with the PM for submission to the Cooperator.

(u) May be changed to accommodate additional contacts.

(v) Insert ALL of the requested information below. If information is unavailable, then make a good-faith effort to obtain.

(w) Insert ALL of the requested information below. If information is unavailable, then make a good-faith effort to obtain.

(x) If a Burn Plan is not attached, remove this provision.

(y) If the Federal Agency is not collecting funds from Cooperator, delete this provision.

(z) Mandatory provision IF property improvements result from a project on federal lands.

Do not use this provision if improvements are owned by the Cooperator and covered under another instrument such as a Special Use Permit or license.

(aa) Insert a notification period that is no less than 30 days.

(bb) Insert the expiration date not greater than the expiration date of the Master Agreement.

(cc) Insert date of signature.

(dd) Insert name of signatory official for Cooperator.

(ee) Insert Cooperator signatory official's positional title.

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(ff) Insert Cooperator's organizational name.

(gg) Insert date of signature.

(hh) Insert name of Federal Agency Signatory Official.

(ii) Insert Federal Agency signatory official's positional title.

(jj) Insert Federal Agency Region, Office, or Unit.

(kk) If the Federal Agency is not the Forest Service, this signature block may be deleted.

(ll) Insert date of signature.

(mm) Insert G&A Specialist's name.