

Operating Plan Template

Between

UNITED STATES DEPARTMENT OF THE INTERIOR

Bureau of Land Management

New Mexico State Office, BLM Agreement BLM-MOU-NM-930-2019-005

National Park Service

Interior Regions 6, 7 and 8, NPS Agreement H1249200002

Bureau of Indian Affairs

Southern Plains Region, BIA Agreement A21AC00001

Fish and Wildlife

Interior Region 6, FWS Agreement FWS-19072

UNITED STATES DEPARTMENT OF AGRICULTURE

Region 8- Southern Region

National Forest and Grasslands in Texas

Agreement #20-FO-11081300-242

Region 3- Southwestern Region

Agreement #20-FO-11031600-164

STATE OF TEXAS

TEXAS A&M FOREST SERVICE

Agreement #00-20-230

This Operating Plan is hereby made and entered into by and between the Parties pursuant to the Master Cooperative Wildland Fire Management and Stafford Act Response Agreement (Agreement) signed and dated 09/23/20. This Operating Plan, inclusive of any referenced attachments or Exhibits, is tiered to the Agreement. A formal modification to the Agreement is unnecessary, but the operating plan 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.

MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

I. PURPOSE

This is a Texas Multi-Agency Coordinating (TMAC) Group and Southwest Area Multi-Agency Coordination (SWA MAC) Group Operating Plan applicable to all signatory Parties within the state of Texas. Its purpose is to address statewide issues affecting cooperation, interagency working relationships and protocols, financial arrangements, sharing of resources, and joint activities/projects. The SACC / SWCC and National Mobilization Guides are 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:** The primary coordination center for the State of Texas will be the Texas A&M Forest Service (TFS/State) owned Texas Interagency Coordination Center (TICC), located at Hudson. Use is authorized for federal agencies on a continuous, year-round basis. In addition, during periods of high fire danger or increased activity, the center may temporarily increase staffing to meet the needs of the situation. TICC will be staffed by State employees and/or Federal employees as needed. Federal agencies west of the 100th meridian within the State of Texas use Alamogordo and Albuquerque (Southwest Coordination Center – SWCC) for dispatch of federal resources. The Parties to this Agreement will coordinate, mobilize and demobilize emergency management resources through the Interagency Dispatch Center as appropriate. Parties to this Agreement are not precluded from independent movement of resources
2. **Interagency Resources:** All agencies will maintain separate and individual initial attack resources. Agencies' resources will be available to assist the other in all fire management related activities. During periods of extended high fire danger resources may be co-located as deemed necessary.
3. **Standards:** Texas Multi-Agency Coordinating Group (TMAC Group): provides coordination and recommendations for all interagency fire management activities in the State of Texas east of the 100th meridian. Membership, procedures, and guidelines will be agreed to and documented in the TMAC Group Charter (Memorandum of Understanding and/or Standard Operating Procedures).

Southwest Area Multi-Agency Coordinating Group (SWA MAC Group): provides coordination and recommendations for all interagency fire management activities in the State of Texas west of

MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

the 100th meridian. Membership, procedures, and guidelines will be agreed to and documented in the SWA MAC Group Charter (Memorandum of Understanding and/or Standard Operating Procedures).

4. Supplemental Fire Department Resources: N/A
5. **Drivers Licenses:** Drivers and equipment operators will hold appropriate operating licenses to meet State and Federal laws. Employees of Parties to this Agreement may operate each other's vehicle provided that operator meets the current operating guidelines and training requirements of their own Party.

IV. PREPAREDNESS

1. **Protection Planning:** Agencies will maintain responsibility for protection of lands under their jurisdiction. Closest forces concept will be used when appropriate.
2. **Protection Areas and Boundaries:** Federal agencies will have protection responsibility for lands under their management within the State of Texas. The Texas A&M Forest Service will have protection responsibility for all non-federal lands within the State of Texas.
3. Methods of Fire Protection and Suppression:
 - **Reciprocal (Mutual Aid) Fire Assistance:** Non-reimbursable fire protection will be provided by all agencies when fires occur on lands under the responsibility of one agency, but threatening the other agency, or if ownership isn't immediately known. Reciprocal protection will generally be limited to lands within one mile of the property boundary of the federal ownership in Texas. Resources will charge to their established job codes until the non-billable mutual aid period is met, at which time they will convert to the established job code for the incident. Maps depicting areas under reciprocal protection will be maintained at each dispatch office and at TICC and SWCC.
 - All requests for assistance will be processed through the State and Federal coordinators at TICC.
 - The requesting agency agrees to assume responsibility for making necessary arrangements and paying all expenses for lodging and meals for personnel from the sending agency.
 - Air tactical resources will be utilized on a reimbursable basis on all fires, regardless of reciprocal status of the fire.
 - **Acquisition of Services:** All areas that are not under reciprocal protection will be managed according to cooperative protection standards. Assistance from the agency that does not have protection responsibility will be reimbursable. However, if the fire is controlled with initial attack forces within the first 24 hours, there will be no charges or reimbursement by either agency. There are currently no areas in Texas that fall under offset or fee basis rules.
4. **Joint Projects and Project Plans:** If any of the federal agencies and the state agencies wish to engage in joint cooperative projects, such as prescribed fire/fuels management, preparedness, fire analysis/planning, rehabilitation, training, prevention, public affairs, and other beneficial efforts in support of interagency fire management, a Supplemental Fire Project Agreement (as outlined in Exhibit I of the Agreement) will be prepared.

MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

5. **Fire Prevention:** Each agency will retain rights to limit public use on lands under their jurisdiction. Whenever feasible agencies should coordinate the implementation of restrictions together so there is consistency in a given area.

Each agency agrees to cooperate in the development and implementation of fire prevention programs. Unit Administrators will assure the fire prevention goals and activities are planned at local levels and are addressed. Specific fire prevention plans should be developed by local interagency fire management personnel. Each agency may pool resources and share costs. Unit Administrators are encouraged to participate in local fire prevention cooperatives, organizations or groups, where applicable.

6. All parties agree that in order to avoid duplication of effort in fire education/prevention/prevention sign programs, representatives from the all agencies will meet each year to agree on areas to be served by each or to be handled jointly. Each agency will emphasize measures to reduce the risk to communities and the environment according to the direction given through the 10-Year Comprehensive Strategy in the National Fire Plan.
7. **Public Use Restrictions:** Each agency will follow their individual policies concerning fire restrictions on lands under their jurisdiction. When feasible, agencies should coordinate the implementation of restrictions for consistency in a given area.
8. **Burning Permits:** Each agency will follow their individual policies on lands under their jurisdiction. Whenever feasible, agencies should coordinate the implementation of restrictions together so there is consistency in a given area.
9. **Prescribed Fire (Planned Ignitions) and Fuels Management:** Information concerning prescribed fire or other fuels management projects will be coordinated at TICC/SWCC. State dispatch offices will be notified each day concerning prescribed burns that are being conducted.
10. **Smoke Management:** Prescribed burns will comply with state smoke management guidelines as determined by the Texas Commission on Environmental Quality (TCEQ).

V. OPERATIONS

1. Fire Notifications:

1. When Federal resources takes sole action on fires that threaten or involve private lands the following information will be provided to the State:
 - a. Location
 - b. Suppression action taken. This information will be furnished as soon as possible after the action is taken, or at least later on the same day of the fire occurrence. The appropriate State dispatch office will be notified, as well as the State representative at TICC.
2. When the State takes sole action on fires that threaten federal lands the following information will be provided to the jurisdictional agency:
 - a. Location
 - b. Suppression action taken. This information will be furnished as soon as possible after the action is taken, or at least later on the same day of the fire occurrence. The agency dispatcher or contact will be notified.

MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

3. Official Records - For fires occurring partly or entirely on private lands and suppressed solely by the Forest Service, State Form FCD-6 will be completed and mailed to the appropriate Regional Fire Coordinator within one week after the fire.
2. **Boundary Line Fires:** A fire threatening the reciprocal area boundary may be considered a fire within the reciprocal boundary at the discretion of the agency or State officer in charge. Standard fire notification procedures will be followed.
3. **Independent Action on Lands Protected by Another Agency:** Each agency may take independent action in reciprocal areas on any lands under protection responsibility of the other agency.

Each agency will follow their individual policies on lands under their jurisdiction. Whenever feasible, agencies should coordinate the implementation of restrictions together so there is consistency in a given area.

Generally, there are no special land management considerations that affect independent action during initial attack. However, areas having special designation as wilderness, heritage or other resource issues on federal lands that are associated with suppression activities will be directed by jurisdictional agencies based on land management criteria due to specific governing policies.

4. Response to Wildland Fire:

Special Management Considerations: On National Forest (NF) designated Wilderness areas, the use of mechanical equipment will not be undertaken except with advance approval of the Regional Forester, on a case-by-case basis. Locations of NF wilderness areas are available on maps maintained at each dispatch office and at TICC.

5. **Decision Process:** For fires which are expected to exceed initial attack capabilities all parties involved with lands involved will meet to develop and document decisions regarding suppression strategies and tactical actions that are cost efficient and consider loss and benefit to land, values-at-risk, resource, social and political values, and existing legal statutes.
6. **Cooperation:** Pre-season meeting should be held to discuss areas which require a higher priority protection. Values at risk would be identified and ranked in order of priority. This would help set priority in the event that multiple fire starts occurred at the same time and required prioritization. The group should also identify those areas requiring fuels treatment/mitigation for future analysis.
7. **Communication:** Local level of communication is required. Communications should occur prior to fire seasons and during the early stages of wildland fires. Communication level is with locals to state, forming unified command early in response, ensuring local priorities are reflected. Using the Unified Command Landowner Liaison Program to insure input from large area landowners.
8. **Cost efficiency:** Agencies managing fires, especially those with multiple objectives, should consider: fire fighter and public safety, predicted weather conditions, resource drawdown, proximity to values at risk, smoke, current and anticipated fire activity and time of season. Neighboring jurisdictions should provide prompt notification to agencies when concerns exist about fires that are managed strategically and have the potential to impact adjacent jurisdictions.

MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

Response is control / immediate suppression. The appropriate management response (Confine, Contain and Control) will be selected for each incident. In the event that the fire will impact adjacent jurisdictions, all parties will be asked to participate in the development of the Wildland Fire Decision Support System (WFDSS).

9. **Delegation of Authority:** In the event that overhead teams are called in to stage, or to assume control of an incident, the agency with protection responsibility will prepare the delegation of authority and WFDSS for the incident commander.
10. **Preservation of Evidence:** Evidence will be preserved in accordance with applicable Agency regulations and policies.
11. **Resource Advisors:** Each agency reserves the right to assign a resource advisor to coordinate suppression actions on lands under their jurisdiction.

VI. USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

1. **Cost Share Agreement (Cost Share Methodologies):** 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 the ultimate selection of a cost share methodology for any given wildland fire.
 - When a wildland fire that is being managed for multiple objectives spreads to a neighboring jurisdiction because of strategic decisions, and in a location where fire is not wanted, the managing jurisdiction may be responsible for wildfire suppression costs.
 - In those situations where weather, fuels or fire behavior of the wildland fire precludes stopping at jurisdiction boundaries, cost share methodologies may include, but are not limited to:
 - a. Each jurisdiction pays for its own resources – fire suppression efforts are primarily on jurisdictional responsibility lands.
 - b. Each jurisdiction pays for its own resources – services rendered approximate the percentage of jurisdictional responsibility, but not necessarily performed on those lands.
 - c. Cost share by percentage of ownership.
 - d. Cost is apportioned by geographic division or percent of effort.
 - e. Reconciliation of daily costs (for larger, multi-day incidents). This method relies upon daily agreed to costs, using Incident Action Plans or other means to determine multi-Agency contributions. Reimbursements must be followed up by a final bill.
2. **Training:** Interagency training opportunities can be made available. This can include, but is not limited to the annual fire refresher, wildfire academies, and in house training.
3. **Communication Systems:** Radios for inter-agency communications will be installed at the following locations:
4. **State:** Henderson, Hudson, Woodville, Livingston **USFS:** Hudson

MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

5. To enhance communications, radio stations may be added, deleted or relocated by mutual agreement between representatives of both agencies. Each agency may install the others radio frequency in its radios for use in cooperative activities. All federal licensing requirements will be followed.
6. All headquarters and/or dispatch centers of both agencies will have commercial telephone service.
7. When it becomes necessary for either agency to operate radio equipment belonging to the other agency, all operating procedures of the agency owning the equipment will be followed.
8. Each agency will maintain its own radios and will cooperate to the fullest extent in maintaining efficient communications between the agencies.
9. Radio communication will be maintained between patrol planes and State Dispatchers and Federal Dispatchers.
10. **Fire Weather Systems:** The State and the federal agencies will share information from RAWS stations owned and/or operated by each respective agency.
11. **Incident Meteorological (IMET) Services:** The procedures shall be made in accordance with the provisions of the Interagency Agreement for Meteorological and Other Technical Services (IMET Agreement), and shall not conflict with the procedures of the Mobilization Guides. Reimbursement and expenditures for IMET Services shall follow the procedures detailed within the IMET Agreement.
12. **Aviation Operations:** Direction provided in the National Forests & Grasslands in Texas Aviation Management and Safety Plan, and the Texas A&M Forest Service Aviation Management Plan, and other feral or state aviation plans will be followed.

VII. BILLING PROCEDURES

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

1. Suppression Billing:

A. Billing information, provide:

- Agency name and billing address
- Financial Contact (name, phone, email)
- Agency Data Universal Numbering System (DUNS)
- 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. The process should include:
 - Points of Contact
 - Process for handling requests
 - Any standardized reports information

MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

2. **Fee Based Services** – Billings will be in accordance with separate written agreement or contract(s).
3. **Non-Suppression Billings:** As described in this Operating Plan, the Parties may jointly conduct cooperative projects and/or share resources to carry out non-suppression activities in support of interagency fire management. These joint projects or activities may involve sharing of costs and/or a transfer of funds between the Parties involved, at which time a separate, local agreement, procurement, or other appropriate written document will be required. Billing will be defined under the terms of that document.
4. **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.
2. **Personnel Policy:** N/A - See Exhibit XX – Supplemental Fire Department Resources. List personnel to be mobilized under the terms of that Exhibit by name, position(s), and identified as Single Resource. While on assignment, these individuals are (XX) FD employees and the (XX) FD will be reimbursed for their actual costs.
3. **Modification:** Modifications within the scope of this Operating Plan shall be made by mutual consent of the Parties, through the issuance of a written modification signed and dated by all Parties prior to any changes being performed. Any Party shall have the right to terminate their participation under this Operating Plan by providing one year advance written notice to the other Parties.
4. **Annual Review:** This Operating Plan is reviewed annually by May 30 and revised, as needed
5. **Duration of Operating Plan:** This Operating Plan shall be effective and in effect for five years, beginning June 15, 2020, 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.
FS Agreement #15-FI-11081300-038
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 Statewide Operating Plans will be approved by the signatory State and Federal TMACG and SWA MAC Group 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.

U.S. FISH AND WILDLIFE SERVICE
THAD HERZBERGER
REGIONAL FUELS AND OPS SPECIALIST
500 Gold Ave Southwest Albuquerque, NM
Phone: (505) 248-7463
Email: thad_herzberger@fws.gov

NATIONAL PARK SERVICE
JERFFERY L. HICKERSON
ACTING DEPUTY REGIONAL FMO
1100 Old Santa Fe Trail Santa Fe, NM 87504
Phone: (505) 629-9589
Email: jeff_hickerson@nps.gov

BUREAU OF LAND MANAGEMENT, NEW MEXICO STATE OFFICE
SUSAN HAGGERTY
STATE INCIDENT BUSINESS MANAGEMENT SPECIALIST
BLM New Mexico State Office 301 Dinosaur Trail Santa Fe, NM 87508
Phone: (505) 954-2193
Email: shaggerty@blm.gov

BUREAU OF INDIAN AFFAIRS, SOUTHERN PLAINS REGIONS
SHELDON SANKEY
FIRE OPERATION SPECIALIST
BIA - Southern Plains Regional Office WCD Office Complex PO Box 368 Anadarko, OK 73005
Phone: (405) 247-1663
Email: sheldon.sankey@bia.gov

STATE OF TEXAS, TEXAS A&M FOREST SERVICE
MARK STANFORD
ASSOCIATE DIRECTOR
200 Technology Way, Suite 1162 College Station, TX 77845
Phone: (979) 458-6507
FAX: (979) 458-7347
Email: mstanford@tfs.tamu.edu

USDA FOREST SERVICE R8, NATIONAL FOREST AND GRASSLANDS IN TEXAS
JAMIE SOWELL
FOREST FIRE MANAGEMENT OFFICER
2221 North Raguet Street Lufkin, TX
Phone: (936) 639-8543
Email: james.sowell@usda.gov

MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

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.

REVIEW AND SIGNATURES

**USDI, BUREAU OF LAND MANAGEMENT
NEW MEXICO STATE OFFICE**

TIMOTHY SPISAK Digitally signed by TIMOTHY SPISAK
Location: Santa Fe, NM
Date: 2020.07.27 07:53:22 -06'00'

State Director

Date: _____

ANNA SALAS-WALDO Digitally signed by ANNA SALAS-WALDO
Date: 2020.07.27 10:01:39 -06'00'

Contracting Officer

Date: _____

MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

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.

REVIEW AND SIGNATURES

**USDI, NATIONAL PARK SERVICE
INTERIOR REGIONS 6, 7, and 8**

**JEREMY
LUSHER**

Digitally signed by JEREMY LUSHER
Date: 2020.09.11 08:08:09 -0800'

Regional Fire Management Officer

Date: 9/11/20

TAMMY GALLEGOS

Digitally signed by TAMMY
GALLEGOS

Date: 2020.09.08 14:48:10 -06'00'

Contracting Officer

Date: _____

MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

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.

REVIEW AND SIGNATURES

**USDI, BUREAU OF INDIAN AFFAIRS
SOUTHERN PLAINS REGION**


~~State Director~~ Regional Director

Date: 9-25-20


Contracting Officer

Date: 10/1/2020

MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

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.

REVIEW AND SIGNATURES

USDI, FISH AND WILDLIFE SERVICE
INTERIOR REGION 6



Regional Director

Date: 6/29/2020

DANIEL GARCIA

Digitally signed by DANIEL
GARCIA

Date: 2020.06.25 14:12:46 -06'00'

Budget/ Agreement Officer FWS-
19072


Date: June 25, 2020

MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

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.

REVIEW AND SIGNATURES

**USDA FOREST SERVICE R8,
Southern Region
NATIONAL FOREST AND GRASSLANDS IN TEXAS**



WILLIAM E. TAYLOR, JR.
Forest Supervisor
Date: 9/23/2020

PLEZ WEST Digitally signed by PLEZ WEST
Date: 2020.06.19 11:55:05 -04'00'

PLEZ WEST
Agreements Specialist
Date: _____

MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

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.

REVIEW AND SIGNATURES

**USDA FOREST SERVICE R3
Southwest Region**

**JAMES
MELONAS**

Digitally signed by JAMES
MELONAS
Date: 2020.07.16 15:55:50
-06'00'

Regional Forester

Date: _____

Eddie W Bell, Jr.

CGMS

EDDIE BELL
c=US, o=U.S. Government, ou=Department of
Agriculture, cn=EDDIE BELL,
0.9.2342.19200300.100.1.1=12001001757931
2020.07.16 14:50:36 -07'00'

Agreements Specialist

Date: 16 July 2020

MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

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.

REVIEW AND SIGNATURES

STATE OF TEXAS
TEXAS A&M FOREST SERVICE



State Forester

Date: 7-15-2020



Agreements Coordinator

Date: 7/15/20

MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

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

**USDA FOREST SERVICE
REGION 8,
NATIONAL FOREST AND GRASSLANDS IN TEXAS**

KENDERICK ARNEY

Digitally signed by KENDERICK
ARNEY
Date: 2021.05.24 14:24:04 -04'00'

KEN ARNEY
Regional Forester, Southern Region

Note - The date this agreement is signed/executed is 9/23/2020 which is the signature of the Forest Supervisor. This signature date of the Forest Service Regional Forester happened after all the signatures due to a requirement of the FS Washington Office.

MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT



Forest Service

Southern Region

1720 Peachtree Road, NW
Atlanta, GA 30309

Fax: 404-347-4448

File Code: 5100

Date: July 20, 2018

Route To:

Subject: Direction for State Sponsored Administratively Determined (AD) Personnel

To: Forest Supervisors, Forest Managers, and Area Supervisor

Several field units have had questions and identified concerns regarding State sponsored personnel being hired by the Forest Service through the Administratively Determined (AD) authority that do not meet the required training and qualification standards under Forest Service Handbook 5109.17. After reviewing the Forest Service Handbook, Fire and Aviation Qualification Guide, Office of General Council opinion and consultation with the Washington Office, we are providing the following direction and leader's intent.

The Southern Region Forest Service and its State Forestry agency partners are critical resources for our nation's wildland fire, aviation and all hazard programs. All thirteen Southern states have current State Cooperative Wildland Fire and Stafford Act Response Agreements with the Forest Service. These agreements include an Operating Plan that provides guidance for state-affiliated casual or AD hiring following the intent that:

1. The parties agree that persons hired under this provision must be trained, certified, and "red carded" by the appropriate state official to meet national qualification standards set forth by the National Wildfire Coordinating Group Wildland Fire Qualification System Guide (Publication Management System PMS-310-1). Training records and associated qualifications shall be maintained and kept current by the state. Employee wildland experience/fire training records will be made available for review by the appropriate Forest Service personnel, as needed.
2. The parties shall recognize the Incident Qualification System (IQS) for state-affiliated employees as the qualification system of record for mobilization through the Resource Ordering Support System (ROSS).
3. The term "state-affiliated" means: any fulltime, part-time, seasonal, or intermittent employee of the state or its political subdivisions; state-affiliated volunteer; appointed or elected state agent or official; forest fire warden or deputy; member of a fire department or emergency services organization with which the state has a written agreement or understanding, whether via memorandum or within statute, who performs some work or benefit on behalf of the state.

Therefore, the Southern Region will continue to serve as the hiring authority for state affiliated casuals or AD personnel that are qualified by the state in compliance with PMS-310-1. Field units will not impose additional restrictions that conflict or are not consistent with this direction. This direction will be incorporated into the Forest Service directive system as a regional supplement in the near future.



MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

Forest Supervisors, Forest Managers, and Area Supervisor

2

We will continue to cohesively build on our strong existing relationships with our state and local partners through continuous shared learning and dialogue. To that learning effort we will begin implementation of a Regional State AD Working Team to improve casual or AD hire processes and coordination.

If there are any further questions regarding this subject matter, please contact Shardul Raval at sraval@fs.fed.us or Dave Martin at dmartin04@fs.fed.us.



KEN ARNEY
Acting Regional Forester

cc: State Foresters

**File Code:** 5130; 3170; 5100**Date:** April 8, 2021**Route To:****Subject:** Texas Cooperative Wildland Fire Management and Stafford Act Response Agreement and Statewide Operating Plan**To:** Ken Arney, Regional Forester, Region 8

The Washington Office completed its review of the Texas Cooperative Wildland Fire Management and Stafford Act Response Agreement and Statewide Operating Plan in accordance with the direction outlined in the Chief's letter of July 20, 2020, (FSH 6509.11g-2020-3).

This memorandum documents approval of the Agreement and Operating Plan by the Deputy Chief of State and Private Forestry. The final checklist with signatures is attached so that it may be included as part of your official file. Two items will need clarification for recordkeeping purposes by Regional Office grants and agreements staff: 1) confirmation of applicable indirect cost rate, and 2) whether billing for State resources will be through a single State agency, or whether billing will be split between both signatory State agencies.

If you have any questions or need additional information, please contact James P. Fortner, Cooperative Fire Program Manager, at 202-236-3139 or james.fortner@usda.gov.

JAE LITH HALL-RIVERA

Acting Deputy Chief, State and Private Forestry

Enclosures

cc: Patricia Grantham, Clint Cross, Mark Lichtenstein, James Fortner, Tim Melchert, Shardul Raval, Lex Gabaldo

