

# *Tennessee Fire Service Emergency Response Plan*



## **Version 5**

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# Concept And Design

## Purpose

The purpose of the Tennessee Fire Service Emergency Response Plan (hereafter known as the Plan) is to provide local fire chiefs access to large quantities of fire service resources that may be needed in a large fire, disaster or other major emergency. The Plan is based on a series of observed occurrences and shared experiences during recent disasters and major emergencies in the State of Tennessee. It is also an evolution of our experiences in dealing with the day-to-day incidents that continually challenge our resources and competencies. Most importantly, it is a practical approach to provide fire service resources in quantities beyond the means of any single fire department.

The Tennessee Fire Chiefs Association created the Plan to provide for the systematic mobilization, deployment, organization, and management of fire service resources to assist local agencies in a large fire event, disaster, or other major emergency. The local fire service agency is the first line of defense in responding to the aftermath of a disaster. No community has the resources sufficient to cope with all emergencies.

Tennessee is susceptible to natural and man-made disasters, so it is logical to establish this level of coordination and preparation. The effective management of emergency response personnel during the early stage of any major incident and throughout its extended operations will have the most significant impact on reducing life loss and the severity of injuries to the affected population. The Plan provides for the rapid activation and response of aid to a community in the event of a localized disaster. These events can include a tornado or other severe weather event, a large fire event, train derailment, hazardous materials incident, wildland fire, domestic terrorism and other events that overwhelm the local fire department serving the community and its normal mutual aid resources.

## Key Concepts of the Plan

The Plan enhances disaster management at the local, county, and state level of government by:

1. Providing a simple method to immediately activate large quantities of fire service personnel and resources.
2. Establishing the positions, roles, and responsibilities necessary to activate and maintain this plan.
3. Complimenting other disaster plans at the local and state level.
4. Using the Incident Command System embodied in the Tennessee Emergency Management Plan (TEMP).

## **Authority**

The authority for local fire departments to participate in the Plan is found within T.C.A. §58-8-101 *et seq.*, known as the “Mutual Aid and Emergency and Disaster Assistance Agreement Act of 2004.” A complete copy of the law is contained in Appendix D.

Briefly, the law contains a standard mutual aid agreement and provides that the mutual aid agreement is in effect between all governmental entities unless an entity adopts a resolution to opt out of the standard mutual aid agreement. The law permits the provision and receipt of mutual aid and assistance by participating governmental entities without the specific need to have an individual agreement with the other entity.

## **Plan Maintenance**

### **Tennessee Fire Chiefs Association Emergency Response Plan Committee**

The coordination of the Tennessee Fire Service Emergency Response Plan, including its development, revision, distribution, training and exercising is the responsibility of the Tennessee Fire Chiefs Association (TFCA). The TFCA Emergency Response Plan Committee will oversee this process. The committee will be composed of the following:

- TFCA State Plan Coordinator (Chairperson)
- TFCA Assistant State Plan Coordinator (Vice-Chairperson)
- Municipal Technical Advisory Service (MTAS) and County Technical Assistance Service (CTAS) fire consultants
- District and Assistant District Coordinators
- Tennessee Emergency Management Agency (TEMA), one representative
- State of Tennessee, Division of Forestry, one representative
- Tennessee State Fire Marshal’s Office, one representative
- Tennessee Association of Rescue Squads, one representative
- Emergency Support Function (ESF 4) Coordinator

The State Coordinator may recommend to the Executive Board of the TFCA that the membership of the committee be altered as deemed necessary for the success of the Plan. The Executive Board will consider and approve/disapprove all such recommendations from the State Coordinator.

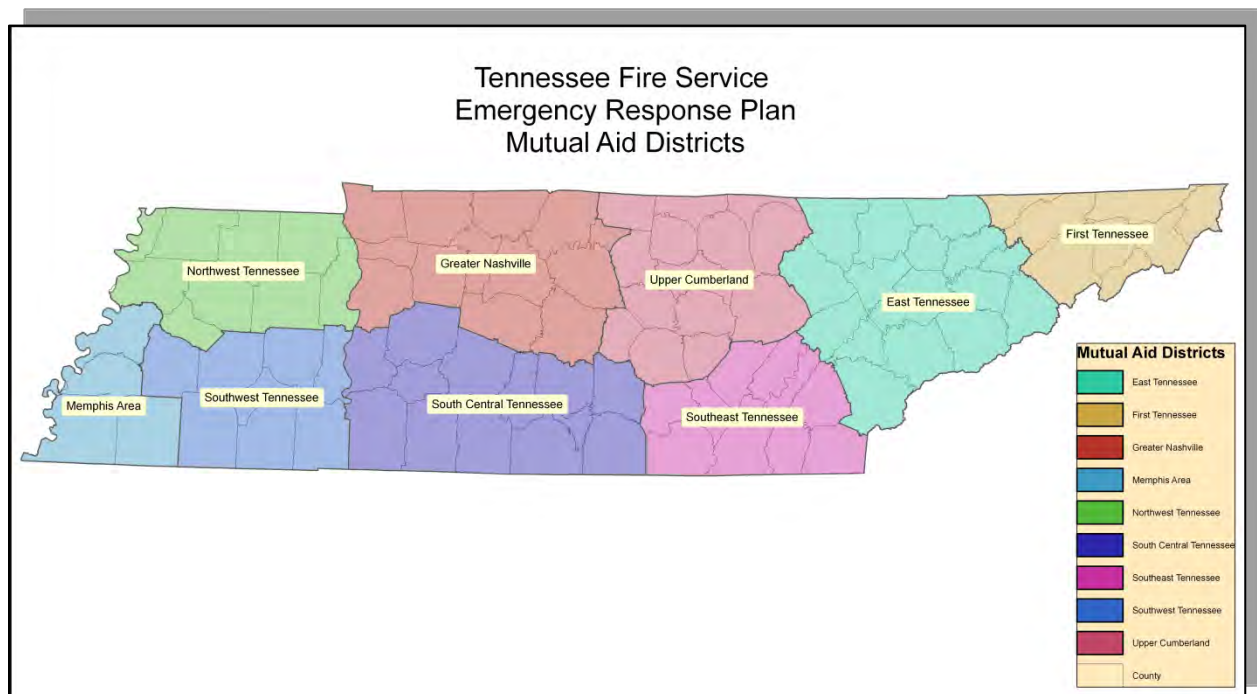
### **Organizational Structure and Responsibilities**

The Tennessee Fire Chiefs Association divided the state into 3 Regions and 9 Districts. The 3 Regions are the 3 grand divisions of Tennessee (East, Middle, West) and the 9 Districts align with the Tennessee Regional Development Districts for maintaining the Plan. Each of the ninety-five counties will have a designated County Coordinator.

Within each grand division, a Lead Regional Plan Coordinator is appointed to form a management team consisting of the Lead Regional Plan Coordinator, the District Coordinators, and the County Coordinators. Each regional management team is responsible for tracking all available resources within that Region. District Coordinators are appointed by the Plan Coordinator upon recommendation and consultation with the Regional Coordinators.

County Coordinators must be selected by a consensus of their peers from each county in a method approved by their District Coordinator. The County Coordinator is considered a vital logistical link from the area. Alternates for County and District Coordinators shall be appointed in the event that the primary person is not available during a disaster. The above appointments should be geographically separate from each other in their county and district. With the assistance of the County Coordinators, the individual fire departments will be given the opportunity to designate resources available in support of the Plan. The combined resources of the nine Regions comprise the Plan's resource network.

## Map of Regional Response Areas



**Northwest TN  
(8)**

Benton  
Carroll  
Crockett  
Dyer  
Gibson  
Henry  
Lake  
Obion  
Weakley

**Greater  
Nashville (5)**

Cheatham  
Davidson  
Dickson  
Houston  
Humphreys  
Montgomery  
Robertson  
Rutherford  
Stewart  
Sumner  
Trousdale  
Williamson  
Wilson

**Upper  
Cumberland (4)**

Cannon  
Clay  
Cumberland  
DeKalb  
Fentress  
Jackson  
Macon  
Overton  
Pickett  
Putnam  
Smith  
Van Buren  
Warren  
White

**East TN (2)**

Anderson  
Blount  
Campbell  
Claiborne  
Cocke  
Grainger  
Hamblen  
Jefferson  
Knox  
Loudon  
Monroe  
Morgan  
Roane  
Scott  
Sevier  
Union

**First TN (1)**

Carter  
Greene  
Hancock  
Hawkins  
Johnson  
Sullivan  
Unicoi  
Washington

**Memphis Area (9)**

Fayette  
Lauderdale  
Shelby  
Tipton

**Southwest TN (7)**

Chester  
Decatur  
Hardeman  
Hardin  
Haywood  
Henderson  
Madison  
McNairy

**South Central TN  
(6)**

Bedford  
Coffee  
Franklin  
Giles  
Hickman  
Lawrence  
Lewis  
Lincoln  
Marshall  
Maury  
Moore  
Perry  
Wayne

**Southeast TN (3)**

Bledsoe  
Bradley  
Grundy  
Hamilton  
Marion  
McMinn  
Meigs  
Polk  
Rhea  
Sequatchie



## **Key Positions in the Maintenance of the Plan**

### **State Plan Coordinator (SPC)**

Nominated by the President of the Tennessee Fire Chiefs Association, and approved by the Executive Board is responsible for chairing and directing the Emergency Response Committee. The State Plan Coordinator shall be either an active or retired fire service official, preferably with experience in the coordination of local/regional mutual aid systems and be a member of the Tennessee Fire Chiefs Association. The State Plan Coordinator shall recommend to the TFCA President candidates for the positions of Assistant State and Regional Plan Coordinators. The State Plan Coordinator is responsible for training and exercising of the Plan on the state level.

### **Assistant State Plan Coordinator (ASPC):**

Nominated by the President of the Tennessee Fire Chiefs Association, and approved by the Executive Board to serves as vice-chairperson of the Emergency Response Committee. The Assistant State Plan Coordinator shall be either an active or retired fire service official, preferably with experience in the coordination of local/regional mutual aid systems. The Assistant State Plan Coordinator shall be a member of the Tennessee Fire Chiefs Association. The position is responsible for coordinating all grants and training programs in support of the Plan. The Assistant State Plan Coordinator functions as the liaison to external agencies and associations.

### **ESF 4 Operations Liaison (ESL):**

The University of Tennessee's CTAS and MTAS Fire Consultants shall fill the role of the ESF 4 Operations Liaison (ESL). The ESL's shall support the operations of the ESF 4 desk to provide resources during request for mutual aid and be the link between the TFCA and the ESF 4 Coordinator. The ESL's shall coordinate plan maintainance with the Lead Regional Plan Coordinators.

### **Lead Regional Plan Coordinators (LRPC):**

The three LRPC's shall be selected from among the District Coordinators. Coordinates the plan maintenance at the regional level and inventories resources with the assistance of the District Plan Coordinators. The Regional Plan Coordinators shall be a current member of the Tennessee Fire Chiefs Association with experience in the coordination of local/regional mutual aid systems. The Lead Regional Plan Coordinators are responsible for training and exercising of this plan on the regional level.

### **District Plan Coordinators (DPC):**

District Coordinators are appointed by the Plan Coordinator upon recommendation and consultation with the ESL's. District Coordinators manage the plan maintenance at the District level and inventories resources with the assistance of the County Plan Coordinators. The District Plan Coordinators shall be a current member of the Tennessee Fire Chiefs Association preferably with experience in the coordination of local/regional mutual aid systems. Approves the County Coordinator selection process. There are nine District Plan Coordinators, one per District, with at least one alternate per District. The District Plan Coordinator is responsible for training and exercising of this plan on the District level.

### **County Plan Coordinator (CPC):**

County Coordinators are selected by a consensus of their peers from each county in a method approved by their District Coordinator. There are ninety-five (95) persons identified, one per county, additionally each county should have at least one alternate CPC. Rural areas may identify one person to handle more than one county. This position liaisons between the Emergency Management Director of each county and the Regional and State Plan Coordinators for this plan. This person shall maintain a county inventory of available fire resources. The County Plan Coordinator (CPC) is responsible for training and exercising of this plan on the county level.

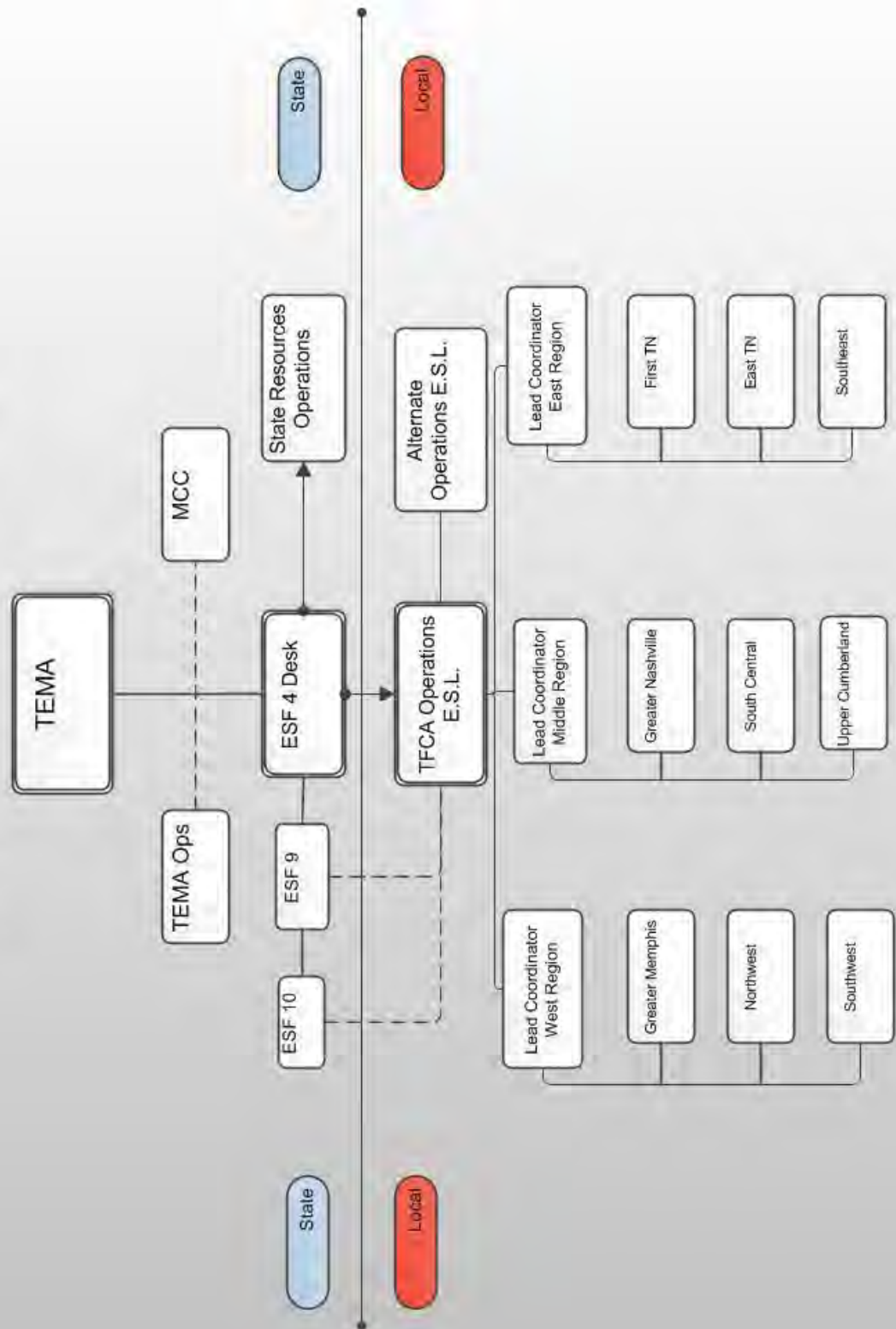
### **State Go Team Member:**

A State Go Team Member shall be a Chief Officer who has completed the Command and General Staff Functions for Incident Management Teams and has experience operating at large scale/ complex incidents. The State Go Team Members shall be pre-identified and appointed by the Regional Coordinator. A State Go Team Member will be assigned to respond to an incident when the ERP is activated and will serve as a liaison between the District Coordinator and the Incident Commander.

**Appendix A contains a checklist identifying roles and responsibilities for each key position.**

The following flow chart shows the interaction between the State resources and the operations of the TFCA's ERP.

# TFCA Mutual Aid Plan Operations



## **ACTIVATION OF THE PLAN**

When a disaster situation or other emergency locally affects a Fire Department, the Incident Commander will initially request additional assistance using the local mutual aid system. The Plan does not replace or inhibit the development of any local or regional mutual aid system. When a local jurisdiction is no longer able to obtain additional assistance through the area mutual aid system, the jurisdiction may activate this plan by requesting additional assistance through the TEMA Operations Center (OPS). During any major incident, interagency coordination is essential. Upon the activation of an Emergency Operations Center (EOC) or Multi-Agency Coordination Entity (MAC), requests for assistance shall be channeled through the local EOC/MAC to TEMA OPS/ EOC.

### **Request for Assistance**

A jurisdiction cannot submit a request for assistance until local mutual aid has been exhausted or a specialized team/ equipment is needed. Requests for assistance will be processed through TEMA OPS. Upon receiving a request for assistance, TEMA OPS will complete the Request for Assistance Form (Appendix E) listing exactly what resources are being requested, what area(s) resources have already been used, the anticipated duration of the mission and nature of the mission to which those resources will be assigned. TEMA OPS will then notify the ESF-4 Coordinator to fill the request based upon the information given. The State Plan Coordinator shall be contacted and advised of the Plan activation.

### **Level 3 Activation**

#### **Non-State EOC Activation**

**Example: Firefighter Line of Duty Death, Back-fill for a fire department, tanker/tender standby for a water system, etc.**

- Event Occurs
- Incident Commander or County Coordinator notifies District Coordinator of the event and the needed resources
- District Coordinator fills the request and verifies that the County EMA Director is aware of resources coming into county
- District Coordinator notifies the Lead Regional Coordinator and ESL (State and/or Asst. State Plan Coordinator as a back-up) of the event and resources requested and filled.
- TEMA OPS is notified by District Coordinator and an Incident number is assigned for tracking purposes

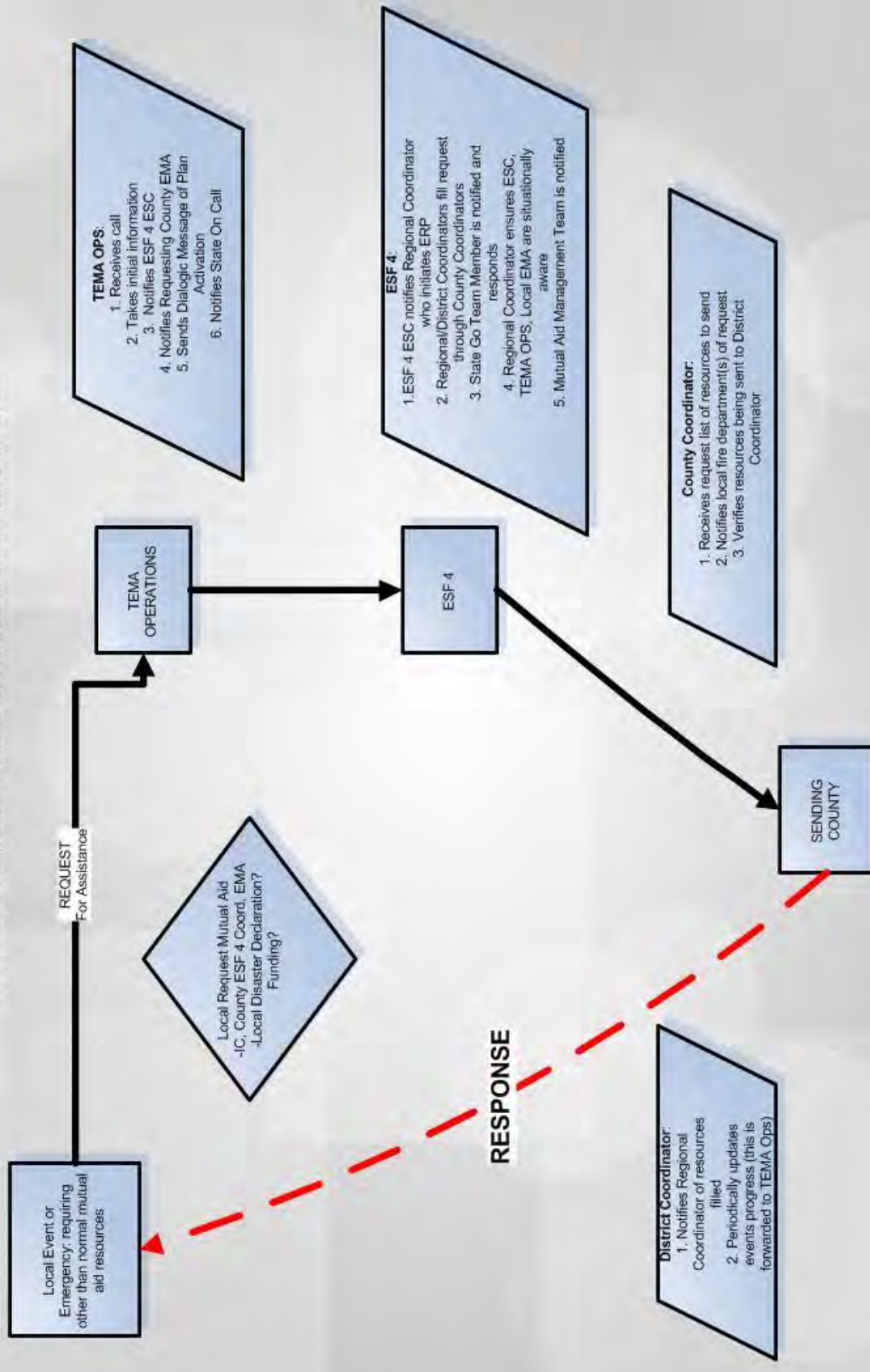
## Level 2 Activation

### Non-State EOC Activation

**Example: Large Fire that exceeds the local resources available through the county's mutual aid system, Haz-Mat incident exceeding local capabilities, Specialized Response Incident that the local resources are not equipped/trained to mitigate, Weather event that does not activate the State/Regional EOC, etc.**

- Event occurs
  - Local resources and mutual aid is depleted
  - Additional resources are needed
  - Event may or may not be declared a local state of emergency by the mayor
- Initial notification/request for resources are made (These are the most likely scenarios)
  - **Incident commander (I.C.) notifies the local EMA;** and/or,
  - I.C. contacts TEMA OPS; or,
  - I.C. notifies County Coordinator; or,
  - I.C. notifies District Coordinator; or
  - I.C. notifies Lead Regional Coordinator; or,
  - I.C. notifies ESF 4 Operations Liaison (ESL).
- TEMA OPS receives request via one of the channels in the previous step, assigns incident/mission #, and:
  - Notifies ESF 4 Emergency Services Coordinator (ESC)
  - Ensures that the local EMA Director is notified
  - Ensures that Forestry has been notified during a wildland event
- ESF 4 Operations Liaison (ESL) is notified by ESF 4 ESC and then:
  - Verifies request/ assigns codeword
  - Notifies Lead Regional Coordinator and/ or District Coordinator to fill request
  - Notifies closest State Go Team Member to respond to incident
  - Notifies Mutual Aid Management Team members (State and Asst. State Plan Coordinators, Lead Regional Coordinators, District Coordinators, TN Fire Chiefs Assoc. President)
- District Coordinator:
  - Contacts County Coordinator(s) to fill request
    - County Coordinator:
      - Contacts local fire departments to fill request and reports back to the District Coordinator of progress
      - County Coordinator of the affected county or the next closest county responds to incident to manage staging area
  - Notifies Regional Coordinator of resources filled and any additional resources needed
  - Places surrounding counties on "Stand-by" status
  - Periodically notifies TEMA OPS of events progress

TN Fire ERP Activation Process for Non-State EOC Activation Event



## **Level 1 Activation**

### **State EOC Activation**

**Example: Large scale weather event, Disaster or Catastrophic event (DOG or CAT Plan implemented)**

- ESF 4 Operations Liaison (ESL) respond to the State/Regional EOC's or other designated location to assist ESC and with planning
- TEMA receives request through County/State level Regional EOC
- TEMA OPS/ MCC assign number to request and send to Emergency Services Branch ESF 4
- ESL:
  - Verifies request
  - Notifies District Coordinator to fill request
  - Notifies Mutual Aid Management Team members (State and Asst. State Plan Coordinators, Regional Coordinators, District Coordinators, TN Fire Chiefs Assoc. President)
  - Alerts regional Incident Management Team of event
- District Coordinator:
  - Contacts County Coordinators to fill request
  - Notifies ESF 4 Desk of resources filled and any additional resources needed
- All District Coordinators are activated
- All County Coordinators are notified of the event

## Resource Inventory

Each region shall maintain an updated inventory of the equipment, vehicles, and personnel that are available for response within the scope of the Plan. The participating agencies will review the resource inventory section for completion and submit to their County Coordinator, who will gather the resource sheets and pass them on to the District Coordinator. If a department receives a request that they cannot fill, the department has the right to refuse.

The Regional and District Coordinators will use the resource inventory as a guide to track available resources.

The Tennessee Fire Chiefs Association has adopted the TN Fire Service Emergency Response Plan's *Resource Typing Guidance Document* and the FEMA Typed Resource Definitions document as the basis of categorizing equipment and teams. State specific resources have been identified and resources typed through a working group of the Mutual Aid Committee. The Resource Typing guides are to be used to classify available resources. The list of available resources is to be updated semi-annually in accordance with the following guidelines utilizing the Resource Inventory Forms and/or RD3 Computer System.

### Directions for Completing the Resource Inventory

1. **Include all resources that are physically available and properly equipped for a response to an incident.**
2. For planning purposes, the District and County Plan Coordinators shall ensure that the responding community will still have adequate resources to continue to provide fire and other essential services. A department or agency should commit no more than 50% of its resources to this plan.
3. Use the special information area on the inventory list for resources that need clarification for unusual attributes (Example: personnel that are bi-lingual or sign for the deaf).

Use a separate list, if necessary, for additional resources not typed on these resource lists. Be specific in describing features or qualifications.



# Deployment Of Resources

## Critical Concepts

**All responding agencies must have a mission/incident number and code word before deploying or the agency will not be allowed into the secured or operating area.**

Critical to the success of this deployment plan is the concept of efficient timeframe for deployment. In concert with this concept, it is critical that all resources deployed are adequately documented and tracked.

### Time Frame for Deployment

**Scramble Response:** In many emergencies, a more rapid deployment may be deemed necessary and authorized as a scramble response. Time frame for deployment of these missions shall be as soon as possible but preferably within thirty (30) minutes of notice from the District/County Coordinator. Unless otherwise stated, the anticipated duration of the deployment will be up to 24 hours. Deployed resources shall respond to the designated Staging Area or assigned location. The Staging Area shall be under the direct supervision of a Staging Area Manager. It is anticipated that Immediate Need responses will peak rapidly and will terminate within a shorter time frame, thereby allowing for a shorter preparation time.

**Standard Response:** Unless specified otherwise at the time of request, the standard for deployment of fire service resources shall be within three (3) hours of notice from the District/County Coordinator. Unless otherwise stated, the anticipated duration of the deployment will range from 24 hours to a maximum of 72 hours. Deployed resources shall respond to the designated Staging Area or assigned location. The Staging Area shall be under the direct supervision of a Staging Area Manager.

**Extended Response:** Unless specified otherwise at the time of request, the standard for deployment for an extended response shall be within twenty-four (24) hours of notice from the District/County Coordinator. Unless otherwise stated, the anticipated duration of the deployment will range from 3 days to a maximum of 14 days. Deployed resources shall respond to the designated Staging Area or assigned location. The Staging Area shall be under the direct supervision of a Staging Area Manager.

## Code of Conduct

The conduct of deployed resources under the Tennessee Fire Chiefs Association Emergency Response Plan (ERP) is of the highest importance to the Tennessee Fire Chiefs Association (TFCA), the sponsoring agency, and the local Authority Having Jurisdiction (AHJ).

Mutual aid personnel are a well-organized, highly trained group of responders assembled to help communities in need of assistance. The behavior of personnel must be above reproach at all times during the deployment, whether working on an assignment or relaxing between

assignments. At the conclusion of a mission, system members must ensure that their performance has been positive, and that they will be remembered for the outstanding way they conducted themselves both socially and in the work environment.

This Code of Conduct consists of the rules and standards governing the expected demeanor of members of agencies responding as part of the Plan. Each system member is both a representative of their response team and their sponsoring agency. Any violation of principles or adverse behavior demonstrated is unprofessional. Such behavior may discredit the good work that the resource completes and will reflect poorly on the entire team's performance and its sponsoring agency.

### **General Responsibilities:**

It is the responsibility of the sponsoring agency to prepare its system members before deployment regarding conduct expectations. Each deployed member is duty-bound by their sponsoring agency's rules, regulations, policies, and procedures.

It is the responsibility of the TFCA fire service district coordinator or designee(s) to reinforce the Code of Conduct during all planning sessions, team meetings and briefings and to monitor compliance. Any violations must be documented, with appropriate follow-up action taken by the TFCA Statewide Emergency Response Committee, or the sponsoring agency.

At no time during a mission will system members take personal advantage of any situation and/or opportunity that arises.

It is the responsibility of each system member to abide by this Code of Conduct.

Unethical behavior will not be tolerated.

### **Basic Rules:**

As a basic guide, system members will base all actions and decisions on the ethical, moral, and legal consequences of those actions. It is in this manner that positive and beneficial outcomes will prevail in all system events. Responding personnel will:

- Keep the value of life and the welfare of the victim constantly in mind
- Remain aware of cultural issues including race, religion, gender and nationality
- Abide by all local law enforcement practices, including its policy regarding weapons
- Abide by all regulations regarding the handling of sensitive information
- Follow local regulations regarding medical care and handling of patients and/or deceased
- Follow prescribed direction regarding dress code and personal protective equipment
- Not carry firearms or other weapons
- Not be in possession of non-prescribed or illegal substances
- Not consume alcoholic beverages while on duty or subject to call
- Only procure equipment through appropriate channels

- Follow AHJ and federal regulations or restrictions regarding taking and showing pictures of victims or structures
- Not remove property from an operational work site as a souvenir
- Not deface any property
- Travel only using approved roadways and not stray into restricted areas
- Demonstrate proper consideration for other team's capabilities and operating practices
- Not accept gratuities to promote cooperation
- Not operate or act in any manner that is contrary to the best interests of the Tennessee Fire Chiefs Association, the sponsoring agency, or the local authority having jurisdiction.
- Willingly accept missions as assigned

## Documentation

**Once requested resources arrive in the designated Staging Area or assigned location, it is critical that the documentation process begin. Documentation is required in order to receive funds should the incident become eligible for reimbursement at the State or Federal level. The documentation process is the responsibility of the requesting jurisdiction.** The requesting jurisdiction must complete a "Disaster Team Deployment Form". The local jurisdiction will then forward such information to the Regional Coordinator. The Disaster Team Deployment Form shall contain the following information on each individual that has been deployed:

- **Mission/Incident Number** - to be issued by TEMA OPS.
- **Staging Area Location or Assignment** – as set by the requesting jurisdiction.
- **Date/Time Deployed** – available through TEMA OPS and to be updated as replacement crews are deployed.
- **Date/Time Demobilized** - to be updated as the mission is completed.
- **Full Name** - as it would appear on payroll, social security, etc.
- **Agency** - sponsoring department.
- **Position** - to indicate position within strike team, task force or position filled resource request. (May also indicate fire service rank)
- **Unit Designation** - apparatus number/designation individual is assigned.
- **Comments** - to provide additional information such special skills.
- **Emergency Contact** - Emergency contact number at the responding agency that can provide 24-hour notification of family member.

## Dispatch Orders

The strike team leader or the person in charge of an individual/single resource will receive dispatch orders before responding to the incident. The orders will clearly identify:

1. The mission number and code word.
2. Call back telephone number of TEMA OPS and/or District Coordinator.
3. Contact name, telephone number, and radio frequency of the jurisdiction requesting assistance.
4. Staging area location in affected area (code word required for access).

5. Directions to staging area (maps are always helpful).
6. Any special instructions or relevant information.

## **Logistical Support**

### **Self-Contained**

The logistical support of mutual aid resources is critical in the management of a disaster effort. Logistical support will be established as soon as possible and will be maintained by the agency requesting the resources. Excluding Immediate Need (Scramble) responses, responding personnel shall bring food, water, clothing and personal hygiene items to support up to a 72 hour mission.

The size of the response sent to the area, the severity of the disaster, the extent of the area involved, and the infrastructure that is still functional within the affected area are factors affecting the extent to which logistical support is required. Items to consider include:

1. Transportation to and from the area:
  - a) Staging areas, within and outside, the disaster area
  - b) Overnight storage for vehicles
  - c) Maps and directions for responding personnel
  - d) Emergency towing and repairs
  - e) Designating fuel, oil, and water depots
2. Food supplies and preparation:
  - a) Self contained mobile food preparation units
  - b) Personnel to prepare/distribute meals
  - c) Sanitation and clean up
  - d) Food supplies/utensils
  - e) Bottled water
3. Overnight shelter and rehabilitation areas:
  - a) Provide suitable (secure) overnight shelter
  - b) Environmental considerations (rain, sun/heat, insects)
  - c) Bedding
  - d) Transportation to and from shelter
  - e) Parking and security of apparatus
  - f) Electricity/generator power
  - g) Water and sanitary facilities
4. Critical Incident Stress Debriefing considerations
5. Affected worker support/assistance

## **Communications**

The key to the successful operation of the various resources into a region will depend heavily upon the ability of these agencies to communicate effectively with other agencies. It is practical to assume that in the wake of a major disaster, the existing communication system in the affected area will be inoperable or severely compromised. Until an all-inclusive disaster communications network is in place, the requesting jurisdiction is responsible to arrange for effective communications. Common terminology shall be used for all voice transmissions. Refer to FEMA 205 form for communications.

## **Force Protection**

Protection of responders will be coordinated with Emergency Services Function 13 (Law Enforcement & Security) based on the nature of the mission and extent of risk to those responders. This protection shall include but not be limited to: protection of personnel and equipment while in transit, security at the Base of Operations (BoO), protection during search & rescue operations, and protection during rescue operations.

The primary mission of the force protection resources is to assess and detect hostile activity before it becomes a risk to operations. The law enforcement officer must assess, evaluate, and then advise the Leader or the senior operations officer, regarding risk associated with criminal or hostile individuals or groups.

The responding agency shall not bring firearms or other weapons to the incident. Force protection is not allowed unless authorized.

## **Demobilization**

Demobilization from incidents will be relayed through appropriate dispatch channels to notify home units of the release of their resources. All assigned resources must follow established incident demobilization procedures. The Incident Command System is in use until demobilization is complete.

## **Organizational Liability**

### **Workers' Compensation Coverage**

Per T.C.A. § 58-8-109(b), for the purposes of the Tennessee Worker's Compensation law, employees of the responding party will be considered as the responding party's employees at all times while performing their duties and will be considered as acting within the scope of their employment with the responding party. Each participating organization shall comply with the Tennessee Workers Compensation laws.

### **Automobile/Vehicle Liability Coverage**

Each participating organization shall be responsible for its own actions and those of its employees and shall comply with the Tennessee vehicle financial responsibility laws.

### **General Liability, Public Officials, and Law Enforcement Liability**

Per T.C.A. § 58-8-109(c), for liability purposes only, employees of the responding party are considered employees of the requesting party while performing their duties as part of their response under this plan while at the scene of the occurrence or emergency or other locations necessary for the response while under the supervision of the requesting party. At all other times in the response, including traveling to the scene and returning to the employing jurisdiction, such employees are considered, for liability purposes, employees of the responding party.

### **Tennessee Governmental Tort Liability Act**

Per T.C.A. § 58-8-110, no part of this plan affects any immunity from, defenses to, or limitation on liability provided by the Tennessee Governmental Tort Liability Act or other law.

## Reimbursement Procedure

Upon the activation of this plan, this Reimbursement Procedure will be applicable to all on-scene and responding agencies. The requesting organization will reimburse the responding organization for all deployment and operational costs to include those related to personnel, use of equipment, and travel, as provided by TCA 58-8-101.

### Financial Assistance Availability

STATE- The impact of major or catastrophic emergencies can exceed local financial resources and area fire departments ability to fulfill the needs of the citizens. Financial aid and assistance may be requested from the State of Tennessee. Financial assistance is available from a variety of sources within the state on a supplemental basis through a process of application and review. Fire departments responding under the Plan should contact the County Plan Coordinator and/or the County Emergency Management Director of the impacted county for the appropriate source of assistance and for application procedures.

FEDERAL- When damages are so extensive that the combined local and state resources are not sufficient, the governor submits a request for an emergency or major disaster declaration to the President through FEMA. A joint FEMA, state and local team will conduct a Preliminary Damage Assessment to determine if there is a need for federal assistance. If federal assistance is justified, the President issues an emergency or major disaster declaration and various emergency or disaster programs are made available. Federal assistance is often on a shared cost basis with 75% federal funds and 25% non-federal funds.

### Documentation

Any reimbursement, either state or federal, is based on the supporting documentation. The same documentation procedures are applicable to both the state and federal claims. The documentation must be able to stand the test of audit. **The attached “Documenting Disaster Costs” will provide the guidelines and tools needed to set up files and document costs.** The forms used are also available in a computerized version using MS Excel. Failure to properly document costs may result in part or the entire claim being ineligible for reimbursement. It is very important to document the request for mutual aid in addition to documenting costs.

### Eligibility

To meet eligibility requirements for reimbursement, an item of work must:

- Be required as the result of the emergency or disaster event.
- Have been requested by the impacted jurisdiction.
- Be located within a designated emergency or disaster area.
- Be the legal responsibility of the eligible applicant.

Fire service resources activated by this plan must submit reimbursement claims to the impacted jurisdiction(s).

## **Categories of Work**

The work most often performed under this plan is Emergency Work. This work is performed immediately to save lives, to protect property, for public health and safety, and/or to avert or lessen the threat of a major disaster. Emergency Work contains two categories: Debris Clearance (Category A) and Protective Measures (Category B).

It is possible that certain types of claims will be made under Permanent Work categories. For example, certain damages or losses of facilities and equipment may fall into the Permanent Work categories.

## **Expenses for Personnel**

Only the actual hours worked beyond the regular duty time, either overtime or regular time hours, can be claimed for FEMA category A and B (Emergency Work). Standby time is not eligible for reimbursement. If time and one-half or double time is paid to regular hourly employees for overtime or holiday work, these payments must be in accordance with rates established before the disaster (i.e. Collective Bargaining Agreement). For reimbursement under a state declared disaster, refer to TCA 58-8-111. Volunteer firefighters may be compensated up to three times the prevailing federal minimum wage.

In some cases, FEMA may approve reimbursement for overtime costs associated with backfilling. If approved, this option would allow the department to be reimbursed when personnel are called back to work on an overtime basis to replace existing employees already approved to perform disaster related activities elsewhere. To facilitate this reimbursement, the responding department must have a written policy concerning backfilling in existence before the disaster.

The information included in “Documenting Disaster Costs” details the required information and instructions for documenting the department’s personnel costs (Force Account Labor). It also provides guidance for claiming Fringe Benefit costs and includes a sample rate schedule. Include the Mission Number as issued by the TEMA EOC.

## **Expenses for Owned Equipment**

Each department may be eligible for reimbursement for the use of equipment owned (Force Account Equipment) by the department when it is used in disaster work. To assist in the reimbursement process, FEMA has developed a “Schedule of Equipment Rates.” The impacted jurisdiction should obtain the most recent version of the schedule available at FEMA (<http://www.fema.gov/government/grant/pa/eqrates.shtm>) before submitting for reimbursement. A suggested form for recording the needed information and instructions can be found in “Documenting Disaster Costs.” The Mission Number as issued by the TEMA EOC should also be included.

Equipment damaged and/or lost during disaster incidents may be eligible for reimbursement. Document the damage and/or loss with sufficient supportive documentation such as video and/or photographs. Factors such as insurance, salvage, and age of the equipment (a Blue Book type figure) are part of the review of the claim. If the documentation is not comprehensive, detailed, and accurate, portions of the claim or the entire claim may be disallowed.



## Expenses for Rented Equipment

A department may use some rented equipment. These costs may also qualify for reimbursement. Refer the “Documenting Disaster Costs” for the proper documenting of these expenses.

## Processing Claims

Each department is responsible for preparing the necessary documentation and submitting a claim for resources deployed under this Plan. Where and how to file a claim is dependent on several factors because of the variety of possible reimbursement sources. The size of the event, the type of event and the type of emergency or disaster declaration can effect which funding sources are available. Some general guidelines are:

- Time is of the essence. Coordinate reimbursement claims with the fire department and Emergency Management Agency of the impacted county. That agency will work with the Tennessee Emergency Management Agency (TEMA) for recommendations and guidance for the best source for reimbursement for the particular event.
- For reimbursement from the State Disaster Relief Program, a letter of intent to seek reimbursement must be filed within 14 days. The letter should have an attachment, which includes a list of sites, a brief description of damages and an estimate of costs. For a federal claim, the Request for Public Assistance form must be filed within 30 days of the designation of the county for public assistance.

## The Disaster Declaration Process

- **Local Government** responds to the emergency or disaster supplemented by neighboring communities and volunteer agencies. If the local government is overwhelmed, the county Emergency Management Agency requests an Emergency Declaration from the County Mayor/Executive requesting state assistance.
- **The State, coordinated by TEMA**, responds with state resources, such as the National Guard and other state agencies. If these resources are overwhelmed, then the state requests assistance from the Federal Emergency Management Agency (FEMA).
- **Damage Assessment** by local, state, federal and volunteer organization teams determines losses and recovery needs.
- **A Major Disaster Declaration** is requested by the governor, based on the damage assessment, and an agreement to commit state funds and resources to long-term recovery;
- **FEMA Evaluates** the request and recommends action to the White House based on the disaster, the local community, and the state’s ability to recover.
- **The President** considers the request and FEMA informs the governor whether it has been approved or denied. This decision process could take a few hours to several weeks depending on the nature of the disaster.

## Reimbursement Procedure Notes

The following notes are offered to assist the fire service regarding reimbursement procedures:

- Because of the availability of a number of different possible funding programs at the state and federal level, no one procedure for filing reimbursement claims can be prescribed.

- The one procedure that can be consistent for preparing all claims is the documenting procedure. The attached “Documenting Disaster Costs” will provide the appropriate documentation for all potential funding sources.
- It is very important, especially for FEMA claims, that written mutual aid agreements be executed before a disaster. Tennessee Code Annotated §58-8-101 *et seq.* establishes written mutual aid agreements for all departments in Tennessee unless that department’s governmental entity passed a resolution to opt out of the model plan or has a separate agreement for mutual aid with other governmental entities. The crucial points that the agreement must contain are: 1) the terms for charges for mutual aid; and 2) there is no contingency clause, i.e. “Payment will be provided only upon receipt of funding from FEMA.”
- TEMA is an important resource to help match reimbursement claims with the best available funding source.
- Additional information is available from FEMA’s “Public Assistance Guide” (FEMA 322) and FEMA’s “Public Assistance Policy Digest (FEMA 321).

## **Documenting Disaster Costs**

Following a major disaster, federal funding may be available to help local governments repair or replace damaged facilities. The primary reason that local governments fail to receive reimbursement is the lack of properly documented disaster costs. Since federal payments are based on Project Worksheets, final inspections, and audits, the proper documentation of costs is an absolute requirement. **It is not enough just to complete the disaster-related work - that work must be fully and accurately documented!**

### **Procedures**

Documentation should begin immediately during the response to the disaster. The work done for such things as debris removal and emergency protective measures should be documented. A separate file folder shall be set up for each location where work is being done. Later, as Project Worksheets are completed, a separate folder should be established for each Project Worksheet. Place the Project Worksheet in its own folder along with all supporting documents to verify claim for potential reimbursement. If in doubt about starting a new folder, start a new folder. It is easier to consolidate folders than it is to separate documentation into new folders

There are two ways to complete items of work: one is by contract, and the other is by force account (using personnel, equipment, and materials belonging to the jurisdiction). The proper documentation in each case is described in appendix H.

### **Force Account Work**

Before or immediately after a disaster occurs, someone should be appointed to start keeping a record of costs. Ideally, this person should have been designated and trained in advance. In addition, the person picked should attend the Applicant's Briefing that the state and federal officials will conduct.

If temporary workers or extra help are hired to complete items of work (which is frequently done for emergency work such as debris removal), they must be placed on the payroll and the job, wages, and period of employment must be recorded. The procedures for placing temporary workers on the payroll during an emergency should be planned in advance.

When a resource (personnel, materials and/or equipment) is used from another jurisdiction, (mutual aid), the resource must be documented and paid for as contract work to qualify for reimbursement. Invoices are required to show a description of the resource, dates the resource was used, name of the jurisdiction providing the resource, an invoice number, and cost of the resource.

Guidelines for documenting and organizing costs are outlined below.

### **Files**

After a Presidential Declaration, there will be an initial meeting conducted by the Federal Public Assistance Officer. Guidance will be provided at this meeting for the formulation of Project

Worksheets. The jurisdiction may then write their own Project Worksheets without having to wait for the FEMA/State personnel to write the Project Worksheets. Assistance to write the Project Worksheets may be requested from local, state, and federal officials. Approval of the Project Worksheets may not be received until several weeks after the disaster. In the meantime, emergency work must be started.

The problem is how to keep a separate record of costs for each project when it is not known what each project will cover. One way to accomplish this is to establish, immediately after the disaster, a separate folder for each emergency work project that must be done before project approval is received. For example, damage to three streets should have a separate folder set up for each street, not one folder for all three streets. If several buildings require repairs (such as repairing roofs to prevent further rain damage), set up a folder for each building. When the Project Worksheets are completed and approved, a permanent folder can be established for each project. It is easier to combine information from several folders than to separate information out of one folder.

## **Labor**

Permanent and temporary employees must be on the payroll in order to be reimbursed for their work on disaster projects. The payroll records must show the pay period, employee name, job classification, number of hours worked each day, total hours worked for the pay period, rate of pay (regular and overtime), and total earnings. Most established payroll systems already include this information.

The records must also show which project the employee worked on each day and each hour if he/she worked on more than one project in a single day. Claims for labor must be documented for each project **individually**.

The time records must show how much time the employee worked on the disaster projects. Overtime must be shown on the records as being disaster related. Overtime pay must be in accordance with policies and practices in use by the jurisdiction before the disaster. That means that pay for overtime worked during a disaster cannot be claimed if overtime is not paid for extra hours worked before the disaster.

Procedures must be set up to record each day to show which employees worked on each disaster-related job, for how long, and what he or she did. The Force Account Labor Summary Record is needed for this purpose (*see Exhibit 1*). The record sheets should be used by the supervisor of each work crew and turned into the designated record keeper. The record keeper should also prepare the Fringe Benefit Rate Sheet (*see Exhibit 2*).

**If an employee worked on two or more projects on the same date, the supervisor should turn in a separate Forced Account Labor Record for each project.** These Force Account Labor Records are to be filed in the proper project folders.

There is no reimbursement for volunteer labor (other than Volunteer Firefighters as mentioned above). However, it is important to keep a record of volunteer labor if claims for equipment hours used by volunteers are being made.

## Equipment

Equipment used on each project (both owned and rented) must be documented. Specifically, the documentation must show the Project Number, date used, FEMA code (if known), equipment description, operator, hours used each day, cost per hour, and total cost for each piece of equipment. **Equipment not in actual use is considered standby and is not eligible for reimbursement.** Use the Force Account Equipment Record (*see Exhibit 3*) or the Rental Equipment Summary Record (*see Exhibit 4*) to document the use of the equipment. Place the forms in each project folder immediately upon starting work. Operator costs associated with the use of equipment should be reported separately as part of the labor costs on the Force Account Labor Record unless the rental charge included the operator.

If the equipment is rented, the rental invoices must show the type of equipment, date and hours used, rate per hour (with or without operator), total cost, vendor name, invoice number, amount paid, and check number. This information is recorded on the Rented Equipment Summary Record (*see Exhibit 4*). Repair costs for rental equipment are not reimbursable.

Rates claimed for forced account equipment should correspond to those approved on FEMA's "Schedule of Equipment Rates." Preparing a list in advance of all available force account equipment showing the make, model and other specifications will facilitate the determination of the correct rate to charge. If a piece of equipment is used which is not listed on the rate schedule, FEMA will determine an applicable rate. However, having a record of the make, model number, and any other pertinent information will help in establishing the rate.

## Materials and Supplies

A record of materials and supplies purchased or taken from stock must be kept for each project. Specifically, the documentation must show the name of the vendor, description of the material, quantity, unit price, total price, date of purchase, date used and whether purchased or taken from stock. The Material Summary Record (*see Exhibit 5*) can be used to record this information. Claims for materials taken from stock must be supported either by copies of the original purchase invoice or the invoice for replacement of the materials. Invoices for the materials must show the date paid, the amount paid and the check number and should be placed in the appropriate project folder.

## Contract Work

The folder for each project that involves contract work must contain a copy of the contract and all invoices for that project. Each invoice must include a description of the work done, date of the work, name of the contractor, an invoice number, and amount billed. The Contract Work Summary Record (*see Exhibit 6*) is used to record this information. The folder must also contain a copy of the contract advertisement, a list of bidders, and proof that the work was awarded to the low bid contractor. If the low bid is not accepted (there can be some acceptable reasons for not taking the low bid), it must be documented why the bid was not accepted and that information must be placed in the project folder. The contract may be awarded to the next lowest bidder who is able to meet the terms of the contract. If the contract is significantly more than the approved Project Worksheet amount, the Tennessee Emergency Management Agency should be notified. **CAUTION: FEMA will not reimburse costs for cost-plus-percentage-of-cost contracts or any contract where payment for work is contingent upon federal**

**reimbursement.** Any work done by either type of contract will be ineligible and no federal funds will be paid for the work.

## **General Documentation Requirements**

The dates used on all documentation must be within the allowable period for each project. This period is from the date of the disaster to the completion date of the work as shown in the Project Application. It is important that the dates on our supporting documentation agree with the project dates and final inspection. In other words, if 50 percent of the work was completed (as shown on the Project Worksheet) when the Project Worksheet was written, 50 percent of the work and costs must be shown between the date of the disaster and the date the Project Worksheet was prepared. The other 50 percent must be between the Project Worksheet date and the completion date shown on the final inspection report.

The approved Project Worksheet will show a total amount approved for each job. However, do not restrict the supporting documentation to these amounts. Overruns on large projects will be considered on a case-by-case basis for reasonable costs. Significant cost overruns on small projects will be considered in relation to the net overrun on all small projects. All overruns should be reported to the Tennessee Emergency Management Agency as soon as possible. This step is critical because early approval of overruns is necessary. If a large overrun is not approved, reimbursement will not cover the overrun.

FEMA will reimburse only for repairs included in scope of work on the Project Worksheet. If it is decided to change to an alternate project, FEMA approval is required. Immediately inform the Tennessee Emergency Management Agency of any proposed changes and justification for those changes. FEMA must approve alternate work projects. If the change is only to improve an existing work project, the state can approve the change, unless the change will involve required federal approval, such as the National Environmental Protection Act.

## **Available Assistance**

Contact the local Emergency Management Director who will arrange for assistance with the documenting of damage costs through the Tennessee Emergency Management Agency Response and Recovery Branch.

**Reimbursement is tied to documentation. Good records must be kept!**

# Record Keeping Forms and Instructions

## Introduction

It is essential that the expenses incurred in disaster response and recovery be accurately documented. Accurate documentation will help:

1. Recover all eligible costs.
2. Have the information necessary to develop Project Worksheets.
3. Have the information available for the state and FEMA to validate the accuracy of small projects.
4. Be ready for any state or federal audits or other program or financial reviews.

There are many ways to maintain documentation. It is important is to have the necessary information, readily available and that this information is in a usable format. The records for the documentation must be assembled under the Project Number as shown on FEMA's Project Worksheet. The Public Assistance Coordinator assigns project numbers.

Six record forms have been developed to assist in the organizing of the project documentation. Other systems can be used if the system will provide the required information. The forms are:

1. **Force Account Labor Summary Record** (Exhibit 1) -- used to record personnel costs.
2. **Fringe Benefit Rate Sheet** (Exhibit 2)-- used to record benefit costs.
3. **Force Account Equipment Summary Record** (Exhibit 3) -- used to record your equipment use costs.
4. **Rented Equipment Summary Record** (Exhibit 4) -- used to record the costs of rented or leased equipment.
5. **Material Summary Record** (Exhibit 5) -- used to record the supplies and materials that are taken out of stock or purchased.
6. **Contract Work Summary Record** (Exhibit 6) -- used to record the costs or work that is done by contract.

## Exhibit 1

### Force Account Labor Summary Record Instructions

Force Account is the term to refer to the jurisdiction's own personnel and equipment. Keep the following points in mind when compiling force account labor information:

- Record regular and overtime hours separately.
- Record the benefits separately for regular and overtime hours. Most overtime hours include fewer benefits than regular hours.
- Attach a Fringe Benefit Rate Sheet giving a breakdown of what is included in the jurisdiction's benefits. By percentages, e.g., Social Security – 15.2%, Workman's Compensation – 4.3%, insurance – 18.5%, etc. Use an average rate if there are different benefit rates for different employees.

Complete the Force Account Labor Summary Record as follows:

#### Heading:

- Applicant:** Enter the jurisdiction's name.
- Paid:** Enter the date these wages were paid.
- PW#:** Enter the Project Worksheet Number that this record covers.
- Disaster Number:** Enter the assigned Disaster Number.
- Location/Site:** Enter the location or site where the work was performed for this Project Worksheet.
- Category:** Enter the category of work being done, e.g. A, B, C, etc.

#### Detail Section:

- Name:** Enter the names of the employees who worked on the project.
- Job Title:** Enter the job title of each employee who worked on the project.
- Reg:** Enter the regular hours that each employee worked on the project.
- OT:** Enter the overtime hours that each employee worked on the project. **REMINDER: The only overtime that is eligible for reimbursement is overtime for emergency work. Record both regular and overtime hours, so that personnel hours can be compared with equipment use hours, if necessary.**
- Date:** Enter the days date in the space at the top of each column.
- Hours Worked:** Enter the hours worked by each employee, regular hours and overtime hours, in the blocks below the date worked.
  - Total Hours:** Add up the regular hours and enter the total. Add up the overtime hours and enter.
- Hourly Rate:** Enter the regular hourly rate for each employee and enter the overtime rate for each employee.
- Benefit Rate:** Enter the appropriate benefit rate from the Totals line on the Fringe Benefit Rate Sheet.
- Total Hourly Wages:** Multiply the Hourly Rate by the Benefit Rate to get an hourly benefit rate. Add the hourly rate to the hourly benefit rate and enter that total.
- Total Costs:** Multiply the Total Hours by the Total Hourly Wage and enter that total.

#### Totals Section:

- Total Force Account Labor – Regular Time:** Add up the Regular time Total Costs and enter.
- Total Force Account Labor – Over Time:** Add up the Overtime Total Costs and enter.
- Total Force Account Labor:** Add the Regular time total to the Overtime total and enter.



**FORCE ACCOUNT LABOR SUMMARY RECORD**

PAGE \_\_\_\_ OF \_\_\_\_

APPLICANT	PA ID NO.	PROJECT NO.	DISASTER
LOCATION/SITE		CATEGORY	PERIOD COVERING

DESCRIPTION OF WORK PERFORMED:

NAME	DATES AND HOURS WORKED EACH WEEK								COSTS				
	JOB TITLE	DATE							TOTAL HOURS	HOURLY RATE	BENEFIT RATE/HR	TOTAL HOURLY RATE	TOTAL COSTS
NAME	REG.												
JOB TITLE	O. T.												
NAME	REG.												
JOB TITLE	O. T.												
NAME	REG.												
JOB TITLE	O. T.												
NAME	REG.												
JOB TITLE	O. T.												
NAME	REG.												
JOB TITLE	O. T.												
NAME	REG.												
JOB TITLE	O. T.												

<b>TOTAL COSTS FOR FORCE ACCOUNT LABOR REGULAR TIME</b>	➔	\$
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<b>TOTAL COSTS FOR FORCE ACCOUNT LABOR OVERTIME</b>	➔	\$
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**I CERTIFY THAT THE ABOVE INFORMATION WAS OBTAINED FROM PAYROLL RECORDS, INVOICES, OR OTHER DOCUMENTS THAT ARE AVAILABLE FOR AUDIT.**

CERTIFIED	TITLE	DATE
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## Exhibit 2

### Applicant's Benefits Calculation Worksheet Instructions

#### Fringe Benefit Calculations:

Fringe benefits for force account labor are eligible for reimbursement. Fringe benefits for overtime will be significantly less than for regular time, except for extremely unusual cases. The following steps will assist in calculating the percentage for fringe benefits paid on an employee's salary. Note that items and percentages will vary from one entity to another.

1. The normal year consists of 2080 hours (52 weeks X 5 workdays/week X 8 hours/day). This does not include holidays and vacations.
2. Determine the employee's basic hourly pay rate (annual salary / 2080 hours).
3. Fringe benefit percentage for vacation time: Divide the number of hours of annual vacation time provided to the employee by 2080 e.g. (80 hours (2 weeks) / 2080 = 3.85%).
4. Fringe benefit percentage for paid holidays: Divide the number of paid holiday hours by 2080 e.g. (64 hours (8 holidays) / 2080 = 3.07%).
5. Retirement Pay: Because this measure varies widely, use only the percentage of salary matched by the employer.
6. Social Security and Unemployment Insurance: Both are standard percentages of salary.
7. Insurance: This benefit varies by employer. Divide the amount paid annually by the jurisdiction by the basic pay rate determined in Step 2. Then divide the result by 100 to determine the correct percentage rate.
8. Workman's Compensation: This benefit also varies by employee. Divide the amount paid annually by the jurisdiction by the basic pay ray determined in Step 2. Then divide the result by 100 to determine the correct percentage rate.

Note: Typically, the same rate should not be charged for regular time and overtime. Generally, only FICA (Social Security) is eligible for overtime; however, some entities may charge retirement tax on all income.

#### Sample Rates:

Although some rates may differ greatly between jurisdictions due to their particular experiences, the table below provides some general guidelines that can be used as a reasonableness test to review submitted claims. These rates are based on experience in developing fringe benefit rates for several state departments, the default rate used for the State of Florida, following Hurricane Andrew (August 1992), and the review of several FEMA claims. The rates are determined using the gross wage method applicable to the personnel hourly rate (PHR) method. The net available hours method would result in higher rates.

#### Paid Fringe Benefits:

FICA (Social Security Matching) 7.65% (or slightly less)  
Retirement – Regular 17.00% (or less)  
Retirement – Special Risk 25.00% (or slightly less)  
Health Insurance 12.00% (or less)  
Life & Disability Insurance 1.00% (or less)  
Worker's Compensation 3.00% (or less)  
Unemployment Insurance 0.25% (or less)

#### Leave Fringe Benefits:

Accrued Annual Leave 7.00% (or less)  
Sick Leave 4.00% (or less)  
Administrative Leave 0.50% (or less)  
Holiday Leave 4.00% (or less)  
Compensatory Leave 2.00% (or less)

Rates outside of these ranges are possible, but should be justified during the validation process.

APPLICANT'S BENEFITS CALCULATION WORKSHEET		PAGE _____ OF _____
1. APPLICANT		2. PA ID
3. DISASTER NUMBER		4. PW #
FRINGE BENEFITS (by %)	REGULAR TIME	OVERTIME
HOLIDAYS		
VACATION LEAVE		
SICK LEAVE		
SOCIAL SECURITY		
MEDICARE		
UNEMPLOYMENT		
WORKER'S COMP.		
RETIREMENT		
HEALTH BENEFITS		
LIFE INS. BENEFITS		
OTHER		
TOTAL in % of annual salary		
COMMENTS		
I CERTIFY THAT THE INFORMATION ABOVE WAS TRANSCRIBED FROM PAYROLL RECORDS OR OTHER DOCUMENTS WHICH ARE AVAILABLE FOR AUDIT.		
CERTIFIED BY	TITLE	DATE

## Exhibit 3

### Force Account Equipment Summary Record Instructions

Complete the Force Account Equipment Summary Record as follows:

#### Heading

- Applicant:** Enter the jurisdiction's name.
- Paid:** Enter the date these charges were paid.
- PW#:** Enter the Project Worksheet Number that this record covers.
- Disaster Number:** Enter the assigned Disaster Number.
- Location/Site:** Enter the location or site where the work was performed for this Project Worksheet.
- Category:** Enter the category of work being done, e.g. A, B, C, etc.

#### Detail Section:

- Type of Equipment:** Enter the name of the equipment used including the size, capacity, horsepower, make, and model.
- Equip Code #:** Enter the FEMA Cost Code for the equipment, if known.
- Operator's Name:** Enter the name of the equipment operator.
- Date:** Enter the day's date in the space at the top of each column.
- Hours Used:** Enter the hours used for each piece of equipment in the blocks below the date. Idle and standby hours cannot be included.
- Total Hours:** Add up the Hours Used for the week and enter.
- Equipment Rate:** Enter the cost per hour to use the equipment.
- Total Cost:** Multiply the Total Hours by the Equipment Rate and enter the result.

#### Totals Section:

- Total Hours:** Add the Total Hours column and enter.
- Total Cost:** Add the Total Cost column and enter.

FEDERAL EMERGENCY MANAGEMENT AGENCY  
**FORCE ACCOUNT EQUIPMENT SUMMARY RECORD**

Page OF

APPLICANT	PA ID NO.	PROJECT NO.	DISASTER
LOCATION/SITE		CATEGORY	PERIOD COVERING

DESCRIPTION OF WORK PERFORMED

TYPE OF EQUIPMENT		OPERATOR'S NAME	DATES AND HOURS USED EACH DAY								COSTS		
INDICATE SIZE, CAPACITY, HORSEPOWER, MAKE, AND MODEL AS APPROPRIATE	EQUIPMENT CODE NUMBER		DATE								TOTAL HOURS	EQUIPMENT RATE	TOTAL COST
			HOURS										
			HOURS										
			HOURS										
			HOURS										
			HOURS										
			HOURS										
			HOURS										
<b>GRAND TOTAL →</b>													

I CERTIFY THAT THE ABOVE INFORMATION WAS OBTAINED FROM PAYROLL RECORDS, INVOICES, OR OTHER DOCUMENTS THAT ARE AVAILABLE FOR AUDIT.

CERTIFIED	TITLE	DATE
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## Exhibit 4

### Rented Equipment Record Summary

Complete the Rented Equipment Summary Record as follows:

#### Heading

- Applicant:** Enter the jurisdiction's name.
- Paid:** Enter the date these charges were paid.
- PW#:** Enter the Project Worksheet Number that this record covers.
- Disaster Number:** Enter the assigned Disaster Number.
- Location/Site:** Enter the location or site where the work was performed for this Project Worksheet.
- Category:** Enter the category of work being done, e.g. A, B, C, etc.

#### Detail Section:

- Type of Equipment:** Enter the name of the equipment used including the size, capacity, horsepower, make, and model.
- Dates and Hours Used:** Enter the date used on the upper block and the hours used in the lower block.
- W/Opr:** Enter the rate charged per hour when the rental company provides the operator.
- W/O Opr:** Enter the rate charged per hour when the rental company does not provide the operator.
- Total Cost:** Multiply the Hours used by the appropriate Rate Per Hour and enter.
- Vendor:** Enter the name of the rental company.
- Invoice No:** Enter the rental Company's invoice number.
- Date and Amount Paid:** Enter the Date Paid in the upper block and the Amount Paid in the lower block.
- Check No:** Enter the number of the check used to pay the vendor.

#### Total Section

- Grand Total:** Add the Amounts Paid in the Date and Amount Pd column and enter.



## Exhibit 5

### Materials Summary Record

Complete Materials Summary Record as follows:

#### Heading

- Applicant:** Enter the jurisdiction's name.
- Paid:** Enter the date these charges were paid.
- PW#:** Enter the Project Worksheet Number that this record covers.
- Disaster Number:** Enter the assigned Disaster Number.
- Location/Site:** Enter the location or site where the work was performed for this Project Worksheet.
- Category:** Enter the category of work being done, e.g. A, B, C, etc.

#### Detail Section:

- Vendors:** Enter the name of the vendor supplying the materials.
- Description:** Enter a description of the materials used.
- Quantity:** Enter the quantity used.
- Unit Price:** Enter the price per unit.
- Date Purchased:** Enter the date purchased for use or replacement of stock.
- Date Used:** Enter the date the materials were used on this project.
- Info From:** Check whether the information on this record came from a vendor's invoice or from stock records.

#### Total Section:

- Add up the Total Price column and enter.



<b>FEDERAL EMERGENCY MANAGEMENT AGENCY MATERIALS SUMMARY RECORD</b>					<b>Page      OF</b>				
APPLICANT			PA ID NO.		PROJECT NO.		DISASTER		
LOCATION/SITE					CATEGORY		PERIOD COVERING		
DESCRIPTION OF WORK PERFORMED									
VENDOR	DESCRIPTION	QUAN.	UNIT PRICE	TOTAL PRICE	DATE PURCHASED	DATE USED	INFO FROM (CHECK ONE) INVOICE   STOCK		
<b>GRAND TOTAL →</b>					\$				
I CERTIFY THAT THE ABOVE INFORMATION WAS OBTAINED FROM PAYROLL RECORDS, INVOICES, OR OTHER DOCUMENTS THAT ARE AVAILABLE FOR AUDIT.									
CERTIFIED			TITLE				DATE		

## Exhibit 6

### Contract Work Summary Record

Complete the Contract Work Summary Record as follows:

#### Heading

- Applicant:** Enter the jurisdiction's name.
- Paid:** Enter the date these charges were paid.
- PW#:** Enter the Project Worksheet Number that this record covers.
- Disaster Number:** Enter the assigned Disaster Number.
- Location/Site:** Enter the location or site where the work was performed for this Project Worksheet.
- Category:** Enter the category of work being done, e.g. A, B, C, etc.

#### Detail Section:

- Dates Worked:** Enter the dates for the work billed on the invoice listed.
- Contractor:** Enter the name of the contractor.
- Billing Invoice Number:** Enter the contractor's invoice submitted for payment.
- Amount:** Enter the total billed on the invoice.
- Comments – Scope:** Enter pertinent comments such as percentage of work completed, etc.

#### Total Section

- Amount:** Add up the Amount column and enter.

FEDERAL EMERGENCY MANAGEMENT AGENCY  
**CONTRACT WORK SUMMARY RECORD**

Page  OF

APPLICANT <input type="text"/>	PA ID NO. <input type="text"/>	PROJECT NO. <input type="text"/>	DISASTER <input type="text"/>
LOCATION/SITE <input type="text"/>	CATEGORY <input type="text"/>	PERIOD COVERING <input type="text"/>	

DESCRIPTION OF WORK PERFORMED

DATES WORKED	CONTRACTOR	BILLING/INVOICE NUMBER	AMOUNT	COMMENTS - SCOPE
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<b>GRAND TOTAL →</b>	<b>\$</b> <input type="text"/>	
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I CERTIFY THAT THE ABOVE INFORMATION WAS OBTAINED FROM PAYROLL RECORDS, INVOICES, OR OTHER DOCUMENTS THAT ARE AVAILABLE FOR AUDIT.

CERTIFIED <input type="text"/>	TITLE <input type="text"/>	DATE <input type="text"/>
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**Appendix A - Checklists for  
positions within the response  
plan**

## **Plan Activation**

**Responsibility:** Responsibility for activation of this plan shall remain with the person or persons with incident management authority in the event of a disaster within that jurisdictional area.

### **Actions:**

\_\_\_\_\_ In the event of an emergency/disaster and local/regional mutual aid systems have been exhausted, the local jurisdiction shall determine the type and amount of additional resources required. Types of resources shall be in accordance with the Resource Inventory Guidelines of this Plan.

\_\_\_\_\_ The Incident Commander establishes contact with the local Emergency Management Director and TEMA OPS is contacted at 1-800-262-3300 or 1-800-262-3400 to request additional resources. The I.C. may also contact the local dispatch center, County/ District/ Regional Coordinator.

\_\_\_\_\_ TEMA OPS notifies the ESF 4 contact(s) of the requested resources. At this point the plan is activated and the request will begin to be filled.

\_\_\_\_\_ During any major incident, interagency coordination is essential. Upon the activation of the County Emergency Operations Center (EOC), requests for assistance should be channeled through the local EOC.

his/her discretion.

## **President Of The Tennessee Fire Chiefs Association**

**Position Responsibilities:** Overall coordination of the Tennessee Fire Service Emergency Response Plan through the State Plan Coordinator.

### **Actions:**

\_\_\_\_\_ Annually nominates the Chair of the TFCA Emergency Response Plan Committee who also serves as the State Plan Coordinator.

\_\_\_\_\_ Upon recommendation from the State Plan Coordinator, annually nominates the Assistant State Plan Coordinator and the nine (9) Regional Plan Coordinators.

\_\_\_\_\_ Considers and approves/disapproves recommendations from the State Coordinator regarding committee membership.

\_\_\_\_\_ Notifies the Fire Marshal's Office annually with the identity of the State Plan Coordinator.

\_\_\_\_\_ Communicates with State Plan Coordinator on all matters affecting Tennessee disaster planning.

\_\_\_\_\_ Assists State Plan Coordinator with plan management as necessary.

\_\_\_\_\_ Contacts adjacent state fire chief associations, as necessary, to coordinate planning activities.

\_\_\_\_\_ Liaison with IAFC for situation updates and assistance needs.

\_\_\_\_\_ Attends critiques of the Plan at

## State Plan Coordinator

**Position Responsibility:** Overall coordination, management, maintenance of the Tennessee Fire Service Emergency Response Plan.

### **Actions:**

\_\_\_\_\_ Nominated annually by the President of the TFCA.

\_\_\_\_\_ Serves as Chairman of the TFCA Emergency Response Plan Committee.

\_\_\_\_\_ Recommends candidates for the position of Assistant State Plan Coordinator to the President of the TFCA.

\_\_\_\_\_ Recommends candidates for the positions of District Plan Coordinators for each of the nine (9) disaster response regions to the President of the TFCA. Obtains input from the Regional Coordinators.

\_\_\_\_\_ Holds regular committee meetings, conducted at least semi-annually.

\_\_\_\_\_ Represents the Emergency Response Plan Committee to the TFCA Board of Directors.

\_\_\_\_\_ Makes reports to the full TFCA on the Plan and the activities of the committee, as needed.

\_\_\_\_\_ Makes annual written report to the President of the TFCA.

\_\_\_\_\_ Insures plan updating, training, and other administrative functions are on

going.

\_\_\_\_\_ Notifies the President of the TFCA when the Plan is activated.

\_\_\_\_\_ Reviews responses with committee and makes appropriate recommendations to the TFCA for changes in the Plan.

\_\_\_\_\_ Directs the coordination of the reimbursement process.

\_\_\_\_\_ Develops a plan to provide for the continued staffing of the position during extended operations.

## **Assistant State Plan Coordinator**

**Position Responsibilities:** Assists the State Plan Coordinator in the overall coordination and maintenance of the Ohio response plan.

\_\_\_\_\_ Nominated annually by the President of the TFCA.

\_\_\_\_\_ Serves as chairman and plan coordinator in the absence of the State Coordinator.

\_\_\_\_\_ Responsible for coordinating all grants and training programs in support of the Plan.

\_\_\_\_\_ Provides recommendations on revisions as necessary to update the Plan.

\_\_\_\_\_ Liaisons with external associations and agencies on training opportunities.



## **ESF 4 Operations Liaison (ESL)**

**Position Responsibility:** Supports the ESF 4 desk activities and coordinates the implementation of the TFCA ERP with state and local resources.

### **Actions:**

- \_\_\_\_\_ Filled by the University of Tennessee CTAS and/or MTAS.
  
- \_\_\_\_\_ During activation serves as coordinator for the Plan in support of ESF 4 in the Disaster and Catastrophic Annexes of the TEMP.
  
- \_\_\_\_\_ During activation works with the Regional/ District Coordinator or their assigned liaison in the disaster area.
  
- \_\_\_\_\_ Serves as member of the TFCA Emergency Response Plan Committee.
  
- \_\_\_\_\_ Recommends Lead Regional Plan Coordinators to the State Plan Coordinator.
  
- \_\_\_\_\_ During Plan activation communicates with the State Plan Coordinator.
  
- \_\_\_\_\_ Coordinates advanced training with the Tennessee Fire and Codes Academy and TEMA.

## **Lead Regional Plan Coordinator**

**Position Responsibility:** Maintenance and coordination of the Plan at the regional level.

### **Actions:**

\_\_\_\_\_ Filled by the a District Coordinator within each region.

\_\_\_\_\_ During activation works with the District Coordinator or his assigned liaison in the disaster area.

\_\_\_\_\_ Serves as member of the TFCA Emergency Response Plan Committee.

\_\_\_\_\_ Recommends District Plan Coordinators to the State Plan Coordinator.

\_\_\_\_\_ Maintains current resource list of equipment, personnel, etc. within the region that are available for response upon Plan activation. Updates resource list at least semi-annually.

\_\_\_\_\_ During Plan activation communicates with the ESL.

## **District Plan Coordinator**

**Position Responsibility:** Maintenance and coordination of the Plan at the district level.

### **Actions:**

- \_\_\_\_\_ Appointed by the Plan Coordinator upon recommendation and consultation with the Regional Coordinators.
- \_\_\_\_\_ Identifies and trains at least one (1) alternate for the District
- \_\_\_\_\_ During activation serves as coordinator for the Plan in the assigned district.
- \_\_\_\_\_ During activation, may respond to the disaster and acts as a liaison in the disaster area.
- \_\_\_\_\_ Serves as member of the TFCA Emergency Response Plan Committee.
- \_\_\_\_\_ Appoints County Plan Coordinators with the input of the County Fire Chiefs' Associations in the area.
- \_\_\_\_\_ Maintains current resource list of equipment, personnel, etc. within the district that are available for response upon Plan activation. Updates resource list at least semi-annually.
- \_\_\_\_\_ During Plan activation communicates with the State and/or Regional Plan Coordinators.

## County Plan Coordinator

**Position Responsibility:** Maintenance and coordination of the Plan at the county level.

### **Actions:**

- \_\_\_\_\_ Appointed annually by the District Plan Coordinator.
- \_\_\_\_\_ Identifies a contact for each department in the county.
- \_\_\_\_\_ Identifies the fire service dispatching points within the county.
- \_\_\_\_\_ Maintains current resource list of equipment, personnel, etc. within the county that are available for response upon Plan activation. Updates resource list at least semi-annually.
- \_\_\_\_\_ Before Plan activation, establishes and maintains an on-going dialogue the local EMA.
- \_\_\_\_\_ Assists with the creation/expansion of local and county mutual aid systems.
- \_\_\_\_\_ Serves as a liaison for the Plan to the local fire service representatives within the County EOC.
- \_\_\_\_\_ Assists local jurisdictions and EMA with incident documentation and the processing of reimbursement document.

## State Go Team Member

**Position Responsibility:** Serves as a liason between the Incident Commander and the District Coordinator.

### **Actions:**

- \_\_\_\_\_ Chief Officer who has completed the Command and General Staff Functions for Incident Management Teams.
- \_\_\_\_\_ Responds to incident upon notification by the Regional/District Coordinator.
- \_\_\_\_\_ Reports back to District Coordinator of incident progress and verifies that requested resources are appropriate or needs to be updated.
- \_\_\_\_\_ Serves as a resource for the Incident Commander until a requested Regional Incident Management Team arrives.

## **Appendix B - Resource Inventory**

**The *Tennessee Fire Service Emergency Response Plan: Resource Typing Guidance Document* provides a comprehensive guide to resource typing of the resources that the plan tracks and deploys. This document will be updated as needed to reflect changes adopted by the NIMS Integration Center and the TFCA Mutual Aid Committee.**

## **Appendix C – Tennessee Emergency Management Overview**

### **Structure**

The emergency management structure in the state of Tennessee is guided by Tennessee Code Annotated, 58-2-101 *et seq.*, and sets up a structure with four levels of intervention (local, county, state and federal). The basic concept of this plan is the lowest level of government shall have initial responsibility for disaster response and relief, attempting to mitigate the situation with the resources available at that level. Requests for assistance from the next higher level of government will be made when either the magnitude of the disaster exceeds the resources of the local level of government or the resources needed are not available at the local level.

Under T.C.A. § 55-2-110, each county government is to operate an emergency management agency for coordinating disaster relief efforts in that county. Upon exhaustion of resources at the county level, requests for State assistance will be made to the Tennessee Emergency Management Agency (TEMA). TEMA will evaluate the damage and the assistance needed through the State. Based on this or other information, the Governor may declare a state of emergency exists, and direct state resources into the affected area. The State Emergency Operations Center (EOC) would be activated at this time and will provide direct liaison to the County EOC regarding the coordination of State resources operating and/or responding into the affected area.

State agencies will provide resources to local government according to the functional responsibilities outlined in the Emergency Support Functions (ESF) found in the Tennessee Emergency management Plan (TEMP). For each function, one State agency has primary responsibility and will provide resources and leadership relating to that function.

When local and state resources are determined to be inadequate to respond to the disaster, the Governor will request assistance through the Federal Emergency Management Agency (FEMA). The requests will be based on State and local damage reports and expenditure reports for disaster-related activities. When the President of the United States declares an emergency or a major disaster, federal assistance would then be authorized to assist State government. In Tennessee, TEMA has been designated as the State agency responsible for coordinating assistance received through federal programs.

# **Appendix D - Mutual Aid and Emergency and Disaster Assistance Agreement Act of 2004**

**CHAPTER NO. 743**

**SENATE BILL NO. 3139**

**By McNally, Ketron, Crowe, McLeary, Kilby, Williams, Norris**

**Substituted for: House Bill No. 3094**

**By Rinks, Casada, Shaw**

AN ACT to amend Tennessee Code Annotated, Title 7 and Title 58, relative to mutual aid, emergency and disaster assistance, and homeland security.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Tennessee Code Annotated, Title 58, is amended by adding the following as new Chapter 8:

58-8-101. This act shall be known and may be cited as the "Mutual Aid and Emergency and Disaster Assistance Agreement Act of 2004".

58-8-102. As used in this chapter, unless the context otherwise requires:

(1) "Activities under service agreements" means day-to-day cooperation and activities based upon interlocal service or operational agreements or contracts between or among governmental entities;

(2) "Aid" means the same as assistance except that aid is provided in an occurrence during any period of time when a state of emergency has not been declared;

(3) "Assistance" means the provision of personnel, equipment, facilities, services, supplies, and other resources to assist in firefighting, law enforcement, the provision of public works services, the provision of emergency medical care, the provision of civil defense services, or any other emergency assistance one governmental entity is able to provide to another in response to a request for assistance in a municipal, county, state, or federal state of emergency;

(4) "Disaster" means any natural, technological, or civil emergency that results in substantial injury or harm to the population or substantial damage to or loss of property of sufficient severity and magnitude that there is a declaration, resulting from the emergency, of a disaster by the governor under state law or the president under federal law;

(5) "Emergency" means an occurrence or threat of an occurrence, whether natural or man-made, that results in or may result in substantial injury or harm to the population or substantial damage to or loss of property and which results in a declaration of a state of emergency by a municipal mayor, a county mayor or executive, the governor, or the president;

(6) "Emergency assistance" means assistance provided by a participating governmental entity to another under this act;



(7) "Employee" means paid, volunteer, and auxiliary personnel and emergency management workers of a governmental entity;

(8) "Governmental entity" means any political subdivision of the state, including, but not limited to, any incorporated city or town, metropolitan government, county, utility district, school district, nonprofit volunteer fire department receiving public funds and recognized under Title 68, Chapter 102, Part 3, rescue squad, human resource agency, public building authority, airport authority, and development district, or any instrumentality of government created by one (1) or more of these named governmental entities or the general assembly, or any entity otherwise recognized by state law as a local governmental entity;

(9) "Occurrence" means the imminent threat of an event or an actual event and its aftermath, whether natural or man-made, that could lead to substantial bodily injury or property damage and that could lead to the declaration of a state of emergency;

(10) "Participating governmental entity" means any governmental entity in the state that requests or responds to a request for aid or assistance under this act;

(11) "Responding party" means a governmental entity that has received and responded to a request to provide mutual aid or assistance to another governmental entity under this act; and

(12) "Requesting party" means a governmental entity that requests aid or assistance from another governmental entity under this act.

58-8-103. (a) On and after July 1, 2004, the provision and receipt of mutual aid and assistance by participating governmental entities shall be governed by this act, and no separate agreement is necessary except with regard to aid or assistance provided to entities in other states, and governmental entities that decide to provide aid and assistance under a separate agreement. Governmental entities may choose by resolution of their governing bodies to continue agreements existing on July 1, 2004, until they expire or are terminated in accordance with their terms. Governmental entities may also by resolution extend existing agreements or make new agreements relative to mutual aid and assistance after July 1, 2004. When there is an agreement between or among governmental entities, the provisions of that agreement and applicable authorizing law govern activities under the agreement. For any governmental entity with no agreement with the particular requesting party governing mutual aid or assistance, the provisions of this act apply to both parties.

(b) It is not the intent of this act to affect activities under service agreements. Service and operational agreements may continue to be made and enforced under Sections 5-1-113, 5-1-114, 5-16-107, 5-19-106, 6-54-307, 6-54-601, Title 12, Chapter 9; Title 49, Chapter 2, Part 13, or other applicable law.

(c) The purposes of this act are to authorize mutual aid and to enhance public safety and homeland security by facilitating assistance among governmental entities in any state of emergency or declared disaster while conforming to federal guidelines relative to reimbursement of costs for assistance rendered.

(d) Aid and assistance to entities in other states continues to be governed by the Interlocal Cooperation Act, compiled in Title 12, Chapter 9, and other applicable law.

58-8-104. (a) The mayor of a municipality or the mayor or county executive of a county or metropolitan government may declare a local state of emergency affecting such official's jurisdiction by executive order consistent with and governed by § 58-2110(3)(A)(v).

(b) The mayor or executive of any municipality or county, or such official's designee,

may declare a state of emergency for such official's municipality or county regardless of whether the event in question affects only that jurisdiction or multiple jurisdictions.

(c) The declaration of a state of emergency by a jurisdiction entitles the responding party or parties to cost reimbursement as provided in § 58-8-111. The requesting party is required to make this reimbursement to the responding party or parties.

(d) The municipal mayor or county mayor or executive may declare the state of emergency at any time during the imminent pendency or happening of the occurrence.

58-8-105. (a) When a governmental entity is affected by an occurrence that its resources will not be adequate to handle, the governmental entity may request aid through the appropriate emergency management employee or official, or a county or municipality may declare a local state of emergency as provided in § 58-8-104 and request assistance by communicating the request to a potential responding party or multiple potential responding parties. Requests for aid or for assistance must be made by the appropriate official or employee to the emergency communications dispatch center of potential responding parties or other officials authorized by the potentially responding party to respond to requests under this act.

(b) Each request for aid or assistance may be made verbally and should, to the extent possible, include the following:

(1) A statement that an occurrence is imminent, in progress, or has occurred. The statement should also indicate whether a declaration of a state of emergency has been made and give a general description of the occurrence or emergency, including an initial estimate of the damages and injuries sustained or expected;

(2) Identification of the service functions for which aid or assistance is needed and the particular type of aid or assistance needed;

(3) The amount of personnel, equipment, materials, and supplies needed; and

(4) An estimated time and place for a representative of the requesting party to meet the responding party.

(c) Each request for aid or assistance may include the following if known or necessary:

(1) An estimate of the amount of time, aid, or assistance that will be needed.

(2) Identification of the types of infrastructure for which aid or assistance is needed (e.g., water and sewer, streets, gas, electric, or other infrastructure); and

(3) Identification of the need for sites, structures, or other facilities outside the requesting party's jurisdiction to serve as relief centers or staging areas for incoming emergency goods or services.

(d) All requests for assistance shall be confirmed in writing to the responding party or parties within thirty (30) days of the initial request. Parties shall keep records of all requests made for assistance under this act.

58-8-106. Any participating governmental entity may, upon receiving a request for mutual aid in an occurrence or for assistance from a requesting party in a municipal, county, state, or federal state of emergency, send its personnel and equipment outside its boundaries and into any other jurisdiction necessary to respond to the request.

58-8-107. (a) This act does not create a duty on participating governmental entities to respond to a request for aid or assistance nor to stay at the scene of an occurrence or emergency for any length of time. Upon receipt of a request for aid or assistance, a potential responding party shall determine whether and to what extent it will provide the aid or assistance. If the potential responding party determines in its complete

discretion that it is not in its best interest to provide aid or assistance, it shall notify the requesting party of its decision as soon as possible. If the potential responding party determines that aid or assistance can be provided, it shall communicate the following information to the requesting party as soon as possible:

- (1) A description of what personnel, equipment, and other resources it will provide;
- (2) An estimate of the length of time aid or assistance will be available; and
- (3) An estimated time of arrival at the scene or designated meeting place.

(b) The responding party may withdraw aid or assistance at any time. The responding party shall notify the requesting party as soon as possible of any decision to withdraw aid or assistance.

(c) The provisions of this section that require certain actions are directory rather than mandatory and do not create a public or special duty on the part of any participating governmental entity.

58-8-108. The representative or representatives of the requesting party authorized to be in charge of emergency response at the scene shall be in command at the scene as to strategy, tactics, and overall direction of the operations. The requesting party may delegate command as needed. Generally accepted incident command procedures shall be implemented and followed. The responding party shall designate supervisory personnel for its employees sent to render aid or assistance. All orders or directions regarding the operations of the responding party shall be relayed to the responding party through these designated supervisory personnel unless a different arrangement is determined by the parties in the field to be more advantageous.

58-8-109. (a) When employees of the responding party are sent from the employing jurisdiction to other jurisdiction or jurisdictions in response to a request for aid or assistance under this act, they have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the jurisdiction in which they normally function.

(b) Employees of the responding party will be considered as the responding party's employees at all times while performing their duties under this act for purposes of the workers' compensation law and for that purpose will be considered as acting within the course and scope of their employment with the responding party.

(c) Under § 29-20-107(f), for liability purposes only, employees of the responding party are to be considered employees of the requesting party while performing their duties under this act at the scene of the occurrence or emergency or other locations necessary for the response while under the supervision of the requesting party. At all other times in the response, including traveling to the scene and returning to the employing jurisdiction, such employees are to be considered for liability purposes to be employees of the responding party.

58-8-110. Nothing in this act shall be construed to remove any immunity from, defenses to, or limitation on liability provided by the Tennessee Governmental Tort Liability Act or other law.

58-8-111. (a) Except as provided in this section, the requesting party shall pay the responding party all documented costs incurred by the responding party in extending assistance to the requesting party under this act. The requesting party is ultimately responsible for reimbursement of all eligible expenses, not to exceed the Federal Emergency Management Agency's reimbursement fee schedules.

(b) Eligibility for reimbursement begins immediately upon the declaration of the state of emergency. The responding party is entitled to receive payment for 1/2 its reimbursable costs for the first six (6) hours of its response after the state of emergency is declared. The responding party is entitled to one hundred percent (100%) reimbursement of eligible costs incurred after six (6) hours are exceeded. Time periods for the response subject to reimbursement shall be calculated from the time the state of emergency is declared or the time the responding party leaves its jurisdiction, whichever occurs later, to the time it returns. Reimbursement of personnel, equipment, and materials and supply costs are all subject to the limitations of this subsection.

(c) During the period of assistance, the responding party shall continue to pay its employees according to then-prevailing wages, including benefits and overtime. The requesting party shall reimburse the responding party for all direct and indirect payroll costs, including travel expenses, incurred during the period of assistance, including but not limited to, employee retirement benefits as determined by generally accepted accounting principles. The requesting party is not responsible for reimbursing any amounts paid or due as benefits to responding party's personnel under the terms of the Tennessee Workers' Compensation Act, compiled in Title 50, Chapter 6.

(d) The requesting party shall reimburse the responding party for the use of its equipment during the period of assistance according to the Federal Emergency Management Agency fee schedules for hourly rates. For instances in which the costs are reimbursed by the Federal Emergency Management Agency, eligible direct costs shall be determined in accordance with 44 C.F.R. 206.228.

(e) The requesting party shall reimburse the responding party for all material and supplies furnished by it and used or damaged during the period of assistance, except for the cost of equipment, fuel, and maintenance materials, labor, and supplies, which shall be included in the equipment rate unless it is damaged and the damage is caused by the gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of the responding party's personnel. The measure of reimbursement shall be determined in accordance with 44 C.F.R. Part 13 and applicable Office of Management and Budget (OMB) circulars.

(f) The responding party shall maintain records and submit invoices for reimbursement by the requesting party. For instances in which costs are reimbursed by the Federal Emergency Management Agency, the requesting party must submit requests for reimbursement to the Tennessee Emergency Management Agency on forms required by Federal Emergency Management publications, including 44 C.F.R. Part 13 and applicable OMB circulars. The reimbursement request shall include the certification or level of training of the personnel who responded and the type of equipment that was sent.

(g) The responding party shall forward the reimbursable costs with an itemized invoice to the requesting party as soon as possible, but no later than sixty (60) days after the provision of assistance has ended.

(h) Nonparticipating governmental entities and participating governmental entities that have separate agreements with nonparticipating governmental entities, may by agreement provide for different reimbursement provisions.

(i) The preceding provisions of this section do not apply to aid or assistance provided under § 58-2-113 at the request of the Tennessee Emergency Management Agency. Reimbursement of costs for aid or assistance provided in these situations is governed by § 58-2-113 and any other applicable provision of Title 58, Chapter 2.

58-8-112. Governmental entities that are parties to existing mutual aid agreements may by resolution of their governing bodies determine to continue to operate under those agreements until they expire or are terminated. If a governmental entity does not affirm the continued existence of the agreement, it shall expire on July 1, 2004, and the provisions of this act apply. If the governmental entity affirms an agreement, the terms of the agreement and applicable authorizing law will continue to govern activities under the agreement. Mutual aid agreements between Tennessee governmental entities and governmental entities in other states are not affected by this act and continue to be authorized and governed by the Interlocal Cooperation Act compiled in Title 12, Chapter 9, Part 1, and other applicable law. Except for the continuation of existing agreements as provided in this section, any new agreements made after July 1, 2004, and aid or assistance provided at the request of Tennessee Emergency Management Agency under § 58-2-113, this act is the exclusive method for providing mutual aid and emergency assistance between governmental entities.

58-8-113. In addition to any other authority provided by this act, any governmental entity may provide aid or assistance in any area of the state to any state or federal agency upon request by the state or federal agency, and the governmental entity and its employees will be subject to the same protections and immunities they have under this act in furnishing aid or assistance to other governmental entities. The provisions of this section and any other portion of this act are in addition to and not in substitution for, and do not diminish, the authority provided in § 58-2-113 or any other provision of law that authorizes a local governmental entity to respond to a request for aid or assistance from the Tennessee Emergency Management Agency or any other state or federal agency. "Nothing in this chapter shall be construed to require that employees of the responding party are to be considered employees of the state or any of its agencies for any purpose."

58-8-114. When any other state provides that it will recognize and enforce the Tennessee Governmental Tort Liability Act and other Tennessee laws governing the tort liability of Tennessee's governmental entities and their employees in any case brought in that state's courts against the governmental entity or its employees arising from aid or assistance provided by a Tennessee governmental entity in that state, Tennessee shall recognize and enforce that state's laws relative to the tort liability of its political subdivisions and their employees and agents in any case brought in a Tennessee court against the political subdivision or its employees and agents arising from aid or assistance provided by the political subdivision of that state in Tennessee.

58-8-115. (a) Notwithstanding the provisions of Section 58-8-111(b), a governmental utility system that is a responding party is eligible for reimbursement and entitled to one hundred percent (100%) reimbursement of eligible costs after the state of emergency is declared.

(b) For purposes of a governmental utility system that is a responding party, the words "then-prevailing wages, including benefits and overtime" in Section 58-8-111(c) mean the present wage structure, including benefits and overtime, of the governmental utility system that is a responding party.

(c) For purposes of this section, "governmental utility system" means a governmental entity that provides electric, gas, sewer, water, wastewater, telephone, cable or other like service, or any combination of these services, and is limited to these operations of the governmental entity and does not extend to other operations of function of the governmental entity.

SECTION 2. Tennessee Code Annotated, Section 58-2-111, is amended by deleting subsections (a) and (b), and subdivisions (1) through (9) of subsection (c).

SECTION 3. The Tennessee Code Commission is directed to recodify Tennessee Code Annotated, § 58-2-111(c)(10), as a section in Title 7, Chapter 51.

SECTION 4. Tennessee Code Annotated, Section 58-2-112, is deleted in its entirety.

SECTION 5. If any part of this act is declared invalid, other portions of the act that can be given effect without the invalid part shall remain in effect, and to that end the provisions of this act are declared severable.

SECTION 6. This act shall take effect July 1, 2004, the public welfare requiring it.

PASSED: May 6, 2004

APPROVED this 24<sup>th</sup> day of May 2004



JOHN S. WILDER  
SPEAKER OF THE SENATE



JIMMY NAIFEH, SPEAKER  
HOUSE OF REPRESENTATIVES



PHIL BREDESEN, GOVERNOR

## Appendix E – Forms to Use to Activate the Plan

### How to request Intrastate Mutual Aid when you need help.

1. Request should be made through TEMA OPS.

2. Use the following numbers:

**TEMA OPS at 1-800-262-3300**

**TEMA OPS at 1-800-262-3400**

3. Say the following things:

This is an emergency.

This is \_\_\_\_\_ (your name, agency and role or rank).

I have a \_\_\_\_\_ (structure fire, wildland fire, hazardous materials spill, etc.) emergency.

I am requesting activation of the Tennessee Fire Service Emergency Response Mutual Aid Plan.

I need the following resources (engines, trucks, personnel, Hazmat units, etc.).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

My callback number is \_\_\_\_\_ and this is a \_\_\_\_\_ (land line, cell phone, etc.).

The staging area is located at \_\_\_\_\_.

The staging area manager is \_\_\_\_\_ and his/her contact number is \_\_\_\_\_.

4. Wait for the TEMA OPS officer to give you an incident/mission number. The code word will be assigned by TFCA contact (Regional/District Coordinator).

Write down the mission number and code word \_\_\_\_\_.

## Tennessee Fire Service Mutual Aid Request For Assistance

Assign a TEMA incident/ mission number and code word: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Supervisor Name: \_\_\_\_\_

Requesting Organization: \_\_\_\_\_ Name of Caller: \_\_\_\_\_

Call Back Number(s): \_\_\_\_\_

Agency Requesting Assistance: \_\_\_\_\_

Agencies/Counties Already Committed: \_\_\_\_\_

Staging Address (be specific); \_\_\_\_\_

City: \_\_\_\_\_ ZIP: \_\_\_\_\_

Response Type:

<b>Scramble</b>	<b>Standard</b>	<b>Extended</b>
30 minute response Onsite up to 24 hours	En route within 3 hours Onsite up to 72 hours	En route within 24 hours Onsite up to 14 days

Activation Requested By: \_\_\_\_\_ Contact Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_ Freq./Talkgroup: \_\_\_\_\_

Incident Commander: \_\_\_\_\_ Contact Number: \_\_\_\_\_

Staging Area Manager: \_\_\_\_\_ Contact Number: \_\_\_\_\_

Situation (Be specific but brief): \_\_\_\_\_

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## Appendix F - Training Credentials and Minimum Qualification Requirements

The following training credentials and qualifications are to ensure the public safety profile for the communities being served by the Tennessee Fire Service Emergency Response Plan (TFSERP). This plan enhances safety for the responders mobilized to respond in the event of an emergency. Personnel mobilized in conjunction with this plan will be at least 18 years of age and be medically qualified to wear a respirator (SCBA) as per NFPA requirements. The personnel will be covered by their department or employer's worker's compensation insurance and be adequately trained and qualified for the position tasked. Fire Departments or organizations wishing to participate in the TFSERP will be required to maintain the certification and training documents and provide proof when requested by the County or Regional Coordinator. The Fire Chief or their designee will be required to certify that the deployed personnel are properly trained and medically qualified for the work required.

All responders must have the NIMS training required for their level of response.

The following are recommended minimum training requirements for the following positions but will not necessarily exclude persons with appropriate experience from participating in this plan as certified by the fire chief of the department.

1. **Firefighter** – Three years experience as a firefighter and completion of the 84 hour basic training course offered by the Tennessee Fire and Codes Enforcement Academy or Firefighter I, and a valid CPR card.
2. **Firefighter/EMT** – Three years experience as a firefighter and completion of the 84 hour basic training course offered by the Tennessee Fire and Codes Enforcement Academy or Firefighter I, Tennessee Basic or Intermediate EMT license.
3. **Firefighter/Paramedic** – Three years experience as a firefighter and completion of the 84 hour basic training course offered by the Tennessee Fire and Codes Enforcement Academy or Firefighter I, Tennessee Paramedic license.
4. **Driver/Operator Pumper** – Driver/Operator certification or meet NFPA 1002 as determined by the authority of the local fire chief, and a valid CPR card.
5. **Driver/Operator Aerial** – Aerial Driver/Operator certification, Aerial Operator, or meet NFPA 1002 as determined by the authority of the local fire chief, and a valid CPR card.
6. **Company Officer** – Must hold a company or chief officer position in their fire department, Firefighter II, Fire Officer I.
7. **Chief Officer** – Must hold a chief officer position in their fire department, Firefighter II, Fire Officer I and II, or an Associates Degree or higher.
8. **Safety Officer**- Five or more years experience as a Safety Officer or Chief level officer, completion of the Incident Safety Officer course, and hold certification as Fire Officer I and Safety Officer.

Due to the technical expertise required for the positions below, the following criteria must be met.

1. **Hazardous Materials Technician** – Hazardous Materials Awareness, Hazardous Materials Operations, Hazardous Materials Technician Certification and a valid CPR card.
2. **Structural Collapse** – Must meet the requirements for NFPA 1006, current edition, and valid CPR card.
3. **Rope Rescue** – Must meet the requirements for NFPA 1006, current edition, and valid CPR card.
4. **Confined Space Search and Rescue** – Must meet the requirements for NFPA 1006, current edition, and valid CPR card.
5. **Vehicle and Machinery Search and Rescue** – Must meet the requirements for NFPA 1006, current edition, and valid CPR card.
6. **Water Search and Rescue** – Must meet the requirements for NFPA 1006, current edition, and valid CPR card.
7. **Wilderness Search and Rescue** – Must meet the requirements for NFPA 1006, current edition, and valid CPR card.
8. **Trench and Excavation Search and Rescue** – Must meet the requirements for NFPA 1006, current edition, and valid CPR card.
9. **Dive Rescue Technician** – Open Water Diver, Dive Rescue Specialist I 24 hour Course, and a valid CPR card.

The following are minimum training requirements for the key positions within the TFSERP:

1. **State Emergency Response Coordinator (State Coordinator)**-Firefighter II, Fire Officer I and II or Associates Degree or Higher, ICS 100, 200, 300 and 400; IS 700 and 800 or equal training from the NFA or EMI.
2. **Vice Chair** same as chair
3. **Regional and District Emergency Response Coordinators** - ICS 100, 200, 300, 400 IS 700 & 800.
4. **SEOC Liaison Officers** - ICS 100, 200, 300, 400; IS 700 and 800, Receive training from TEMA on EOC operations or equal training from the NFA or EMI. Firefighter II, Fire Officer I and Tennessee EMT-Basic license.
5. **County Emergency Response Coordinator (County Coordinator)** - ICS 100, 200, IS 700 & 800.
6. **State EMS Liaison** – Tennessee EMT Basic, ICS 100, 200, IS 700 and 800.
7. **State Hazmat Liaison** -Trained to and certified at the Hazardous Materials Technician level and active in an organization that regularly responds to Hazmat incidents. ICS 100, 200, IS 700 and 800.
8. **State USAR Liaison** - Trained to the USAR Specialist level, and regularly trained or engaged in USAR operations in the course of their duties. ICS 100, 200, IS 700 and 800

## Appendix G – Pre-Trip Checklists

A major event causes extensive damage to community resources, and the amount of mobilized resources will cause more of a drain on the local community resources. To ensure essential personnel needs, mobilized personnel should prepare themselves for a multi-day operation without relief. Personnel will need to bring adequate work clothing based on the weather and plan to be self-sufficient for three days. This is a basic checklist. The team leader should add to this list as appropriate based upon the mission and prevailing conditions.

### Personal Items for Each Responder

- \_\_\_\_\_ Food/water (at least three day supply)
- \_\_\_\_\_ Full set of NFPA compliant protective Structural Firefighting gear including SCBA (coat, pants, helmet, fire fighting gloves, suspenders, boots, protective eyewear, and flash hood).
- \_\_\_\_\_ Full set of wildland fire PPE (including fire shelter) [for wildland response only]
- \_\_\_\_\_ Infectious disease control kit, with basic body-substance isolation items (gloves, goggles, pocket mask, etc.)
- \_\_\_\_\_ Shirts appropriate for the weather (at least three)
- \_\_\_\_\_ Sweat-shirts (at least three, based on weather)
- \_\_\_\_\_ Long pants (at least three; no shorts in the field, shorts OK in camp)
- \_\_\_\_\_ Socks (at least three pair)
- \_\_\_\_\_ Boots - consider bringing an extra pair
- \_\_\_\_\_ Jacket (based on weather)
- \_\_\_\_\_ Under-clothing (at least three sets)
- \_\_\_\_\_ Personal toiletry items (soap, shampoo, deodorant, toilet paper, shaving kit, towels, toothbrush, toothpaste, hand sanitizer, etc.)
- \_\_\_\_\_ Medicines (at least a weeks supply)
- \_\_\_\_\_ Bed roll & pillow (cot optional)
- \_\_\_\_\_ Eye glasses / Contact lens (extra set)
- \_\_\_\_\_ Money
- \_\_\_\_\_ Identification materials
- \_\_\_\_\_ Sunscreen
- \_\_\_\_\_ Rain gear
- \_\_\_\_\_ Heavy-duty work gloves (not to be used for fire fighting)

### General Items for the Team

- \_\_\_\_\_ Invitation (Mission or Incident #)
- \_\_\_\_\_ Radios with batteries, spare batteries, and chargers
- \_\_\_\_\_ Flashlights – all shapes and sizes
- \_\_\_\_\_ Extra batteries for flashlights and battery tools
- \_\_\_\_\_ Tools – hand, power, and extrication as appropriate to the mission
- \_\_\_\_\_ Compressed breathing air
- \_\_\_\_\_ Generator, lights, extension cords, adapters
- \_\_\_\_\_ Thermal imagers, gas meters
- \_\_\_\_\_ Fuel for power tools, oil, spare parts
- \_\_\_\_\_ Tool kit (wrenches, pliers, screwdrivers, etc.)
- \_\_\_\_\_ Shelter, tents, etc. for Base of Operations
- \_\_\_\_\_ Cash, credit cards, or purchase orders for team expenses

## **Appendix H – Mutual Aid Software Program**

To be completed at a later date