FS Agreement No. **16-FI-11050500-031**

Exhibit B
OPERATING PLAN
FOR COOPERATIVE FIRE PROTECTION AGREEMENT
Between
ETNA CITY FIRE DEPARTMENT
and
U.S. FOREST SERVICE
KLAMATH NATIONAL FOREST

OPERATING PLAN

The Parties will meet annually, prior to the initiation of fire season to review and update, if necessary, the Operating Plan (OP). This annual review will be documented by signing and dating the review block on the signature page of this OP. This OP will include protection area maps for all Parties, rates for use of department equipment and personnel, lists of principal personnel, dispatching procedures, and any other items identified in this Agreement as necessary for efficient implementation. This OP shall become attached to and be a part of the Cooperative Fire Protection Agreement (CFPA). This OP takes effect as of the date of the last signature and will remain in effect until superseded by a new OP or upon expiration of the agreement.

MUTUAL AID RESPONSE PROCEDURES

Mutual aid is the initial attack response by both Department and Forest Service suppression resources that are identified in each Party's Emergency Command Center's run cards or computerized automated dispatch system (CAD). The Protecting Party will not be required to reimburse the Supporting Party for initial attack actions taking place in these areas within the first 3 hours (as identified in the Agreement) following initial dispatch of suppression resources. All assistance beyond this "Mutual Aid" period will be assistance by hire and will be billed retroactively for the full period from the time of initial dispatch.

Aircraft (fixed and rotary-winged) including pilot(s) shall always be Assistance by Hire, EXCEPT when the response is under a unified command and the fire threatens both local and federal jurisdictions. Fiscal responsibility for all aircraft will be determined by the ordering process, utilization and cost share agreements.

DESCRIPTION OF FOREST SERVICE DIRECT PROTECTION AREA (DPA)

The Forest Service has the responsibility for prevention, protection and suppression of wildland fires on National Forest administered lands, and on adjacent or intermingled State and private forested lands as identified through CFPA.

REFERENCE DPA AT YREKA INTERAGENCY COMMAND CENTER

DESCRIPTION OF DEPARTMENT DIRECT PROTECTION AREA (DPA)

The Department has the responsibility for prevention, protection and suppression of structure and other non-wildland fires within the established fire district. These structures and lands protected by the Department are intermingled or adjacent to lands protected by the U.S. Forest Service.

REFERENCE DPA AT YREKA INTERAGENCY COMMAND CENTER

CLOSEST FORCES

The Department and the Forest Service agree to adopt the "Closest Forces" concept for initial attack. This philosophy dictates that the closest available appropriate resource regardless of ownership shall be utilized initially. The emphasis to get the closest appropriate resources to respond to initial attack fires" is in the best interest of both Parties. This concept of "Closest Forces" will also be applied to ongoing incidents whenever there is a critical and immediate need for the protection of life and property. Beyond initial attack, the "Closest Forces" concept is modified and the Protecting Party will request the most appropriate resource to aid in the suppression of a wildfire.

MOVE-UP AND COVER

"Move-up and Cover" is the reallocation of fire suppression resources from their established location to a temporary location. For this agreement, "Move-up and Cover" is limited to moving Supporting Party engine companies and dozers (if applicable) to Protecting Party facilities which have been temporarily vacated because of emergency activity. The Protecting Party may decide to provide subsistence and lodging at no cost to the Supporting Party for support or agency specific mission only. Mutual Aid (if applicable) "Move-up and Cover" will be at no cost to the Protecting Party for the initial Mutual Aid period agreed to in this CFPA. While in the Mutual Aid period (if applicable), if the Supporting Party's resources are dispatched by the Protecting Party to a fire, Assistance by Hire will apply unless the fire is located in an area of predetermined aid as agreed to in this CFPA.

SINGLE POINT RESOURCE ORDERING

Any and all requests for emergency assistance and incident support on cross boundary incidents must be clear and precise and shall be processed and recorded through a single dispatching center identified by the Incident Commanders of both Parties (Unified Command) and supported by order and request numbers. Any resources ordered outside of the Unified Ordering Point (UOP) will be considered voluntary contribution to the incident and will not seek reimbursement.

COMMUNICATIONS AND FREQUENCY MANAGEMENT

The Parties agree to utilize the frequencies assigned by the Emergency Command Centers for the management of an incident. This includes the assigned Command and Tactical Frequencies. In the case where the Parties' administrative frequencies have not been assigned for those purposes, the use of those frequencies must be temporarily suspended. While away from the home

geographic area and traveling to and from an incident, the Parties agree to suspend the use of their respective pre-assigned frequencies. These frequencies are licensed through the Federal Communications Commission for specific geographic areas and are not to be used outside those areas. Family recreational "walkie-talkie" type radios are prohibited from use while traveling to and from an incident or while on any federal incident.

SHARING FREQUENCIES

The Department agrees to authorize use by the Forest Service of the following frequencies:

Command Nets:	**FREQUENCIES WILL BE ASSIGNED BY YICC**		
Tactical Nets:	**FREQUENCIES WILL BE ASSIGNED BY YICC**		

These frequencies will be used for fire/emergency only within or adjacent to the Department's responsibility area.

The Forest Service agrees to authorize use by the Department of the following frequencies:

Command Nets:	**FREQUENCIES WILL BE ASSIGNED BY YICC**		
Tactical Nets:	**FREQUENCIES WILL BE ASSIGNED BY YICC**		

These frequencies will be used for fire/emergency only within or adjacent to the Forest Service's responsibility area.

OPERATIONAL & DUTY OFFICER CONTACTS

DEPARTMENT DUTY OFFICER CONTACT

ALAN KRAMER
CHIEF
(530) 467-3295
CELL (530) 598-2354

FOREST SERVICE DUTY OFFICER CONTACT

MIKE HOWERTON
DIVISION CHIEF
(530)468-1311
CELL (530) 598-9351

EDWARD GUZMAN
CHIEF (530) 841-4442
CELL (530) 598-4105

FOREST SERVICE LINE OFFICER CONTACT

TED MCARTHUR
DISTRICT RANGER
(530) 468-1235
CELL (530) 598-4181

PATRICIA GRANTHAM
FOREST SUPERVISOR
(530) 841-4502
CELL (530) 598-4160

ICS QUALIFIED LIST AND IMT PERSONNEL

The list of qualified personnel is maintained by the Department's Command/Dispatch Center. The resources may be available on an Assistance-by-Hire basis depending on Party's drawdown and commitments.

THE USE OF TRAINEES

Both Parties agree to the use of trainees when practical; however, the automatic dispatch of or use of trainees will not occur without prior approval of the hosting unit or Incident Commander. Department trainees identified in the IMT Priority Trainee lists are pre-approved. The Forest Service agrees to pay for the Department's trainees that are pre-approved and/or attached to a Type 1 or Type 2 IMT.

All other Department trainees that are not pre-approved will be the cost responsibility of the sending unit.

PAYMENT OF STRUCTURE DEFENSE

The State and Federal Agencies have responsibility to protect homes and other structures from wildfire. For wildfires within an agency's DPA, that agency will be financially responsible for the action they take to keep the wildfire from advancing on or threatening structures. For wildfires in or threatening local jurisdictions that border or overlay State or Federal DPA, local

agencies will bear their own agency's cost for defending structures within their jurisdiction. When the local agency's resources are exhausted and need to be augmented for structure defense, as determined and negotiated by the unified incident commanders in consultation with Agency Representative and Agency Administrator, the State or Federal Agency having DPA responsibility will bear the cost of the augmentation. The State or Federal Agencies are not financially responsible in situations when local government fire protection agencies order additional resources and or actions beyond the level deemed by the Incident Commanders and/or Agency Administrators.

REIMBURSEMENT RATES AND METHODOLOGY (non-aviation)

Department Personnel and Equipment, *Supplies and Cache items*

Reimbursement for personnel will be based on personnel rates on file with the Office of Emergency Services (Cal OES) at the time of the incident and reimbursement methodologies outlined in the California Fire Assistance Agreement (CFAA).

The Department and Forest Service acknowledge the special legal requirements of each Party to provide backfill coverage (to respond to subsequent emergencies) that becomes necessary as a result of the execution of the Agreement, however, actual costs associated with backfill needs are not reimbursable. Reimbursement rates and methods under the CFAA are designed to provide financing for backfill needs.

Personnel responding to incidents will be reimbursed for actual time worked on the incident unless there is a MOU, MOA or governing body resolution that dictates the specific position is to be reimbursed portal to portal for the time committed to an emergency incident. The MOU, MOAs or resolutions must not be contingent on this agreement or executed on the sole basis that there is reimbursement from the federal or state agency, and must be identified as part of their normal business practices.

Reimbursement for authorized travel and salary will start from the point of hire. Either local fire department or residence whichever is less, using the most economical mode of transportation.

Reimbursement for equipment will be based on adhering to the minimum staffing levels as identified in Firescope Field Operations Guide 420-1, and the CFAA Rate Letter applicable at the time of the incident. The Supporting Party will provide fuel and lubricants while the equipment is enroute to the incident and while returning to the home unit. The Protecting Party will provide fuel and lubricants while the equipment is on the incident.

There is recognition that wildland fire suppression will often involve the use of equipment, supplies and cache items. Equipment, supplies and cache items checked out (such as pumps, hoses, nozzles, etc.), or supplied by one Party and received by another Party, shall become the responsibility of the receiving/supporting Party. Equipment, supplies and cache items shall be returned in the same condition as when received, reasonable wear and tear excepted. Notwithstanding the general Waiver of Claims clause, the parties agree that the Receiving/supporting Party shall repair or reimburse for damage in excess of reasonable wear and tear, and shall replace or reimburse items lost or destroyed, except for damage occurring as a result of negligence by the receiving/supporting Party. The receiving/supporting party will

replace or reimburse for items lost, destroyed, or expended with items of like or similar standard from the fire cache or supply unit on the incident, or via an authorization for replacement using a unique request number. Insurance or other reimbursement options should be pursued, if such options are available, prior to replacement or reimbursement for lost, stolen or destroyed items.

An Administrative Rate can be added to the total of the personnel, support equipment, and other approved reimbursements. The current standard Administrative Rate is 10% unless the Department has submitted an agency specific administrative rate to Cal EMA under the CFAA. The rate on file with Cal EMA at the time of the incident will be used.

The Department will prepare a FSLA-5 (Record of Activities). The FSLA-5 and supporting documentation is the basis for reimbursement and invoice preparation. This form is provided by the Forest Service and is attached as Exhibit C to this agreement. The form FSLA-5 must be signed by a responsible officer of the Department and by the Forest Service Incident Commander or Finance Chief and attached to the invoice.

For Reimbursement under the terms of this CFPA all resource orders must be dispatched and processed by the KLAMATH National Forest Emergency Communication Center. Any request not dispatched or processed by this ECC will not be reimbursed under this local agreement.

Forest Service Personnel and Equipment:

Reimbursable Forest Service costs will include actual costs associated with the direct fire operations and incident support ordered by or for the incident (except as otherwise described as reciprocal initial attack as identified herein, and independent action situations). The Department will be billed for support to incidents that are the jurisdictional responsibility of the Department.

The Administrative Rate for the Forest Service is published in the agency's Annual Program Direction.

WHERE TO SEND REIMBURSEMENT INVOICES

Invoices for services under this agreement must be sent to the following addresses as appropriate. This address supersedes any invoice mailing address which may be reflected in the existing cooperative agreement.

Invoices for services under this agreement must be sent to:

U.S. Forest Service	Department
Risa Shannon 1711 S. Main Street Yreka, CA 96097 Telephone: (530) 841-4435 FAX: (530) 841-4571 Email: risajshannon@fs.fed.us	Etna City Fire Department P.O. Box 460 Etna, CA 96027 Telephone: (530) 467-3295 Cell (530) 598-2354 FAX: (530) 467-3217 (city hall) Email: etnafire@sisqtel.net

WAIVER OF CLAIMS

Parties to the Agreement shall each be responsible for their own losses arising out of the performance of this Agreement, and each Party hereby waives any claim against any other Party for loss or damage of its property and/or personal injury or death of its employees or agents occurring as a consequence of the performance of this Agreement; provided, this provision shall not relieve any Party from responsibility for claims from third parties for losses for which the Party is otherwise legally liable. This waiver does not extend to ordinary expenses incurred as part of the cost of the fire (gloves, fusees, hose, etc.). This provision pertains to claims between the respective State and Federal Agencies and does not pertain to claims advanced by third parties.

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

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

ITEMS NOT REIMBURSABLE

The following items are not reimbursable in the execution of this Agreement and are considered standard personal support supply/equipment.

- Incident position support kits
- Calculators
- Computers
- Printers
- GPS units
- Cell phones (except as provided below)
- Personal telephone charges
- Support items normally available in Supply Unit, e.g. tents, sleeping bags, pads, water coolers, etc.

Costs of agency cell phones in excess of normal monthly charges are reimbursable when supported by cell phone provider bills.

DURATION OF ASSIGNMENTS

Consideration must be given to the health and safety of personnel when assigned to fires of long duration. It is agreed that duration of assignments is dictated by each Party's policy. Extension of assignments beyond the Supporting Party's policy may be requested. It is the responsibility of the Protecting Party to request relief personnel in advance of the Supporting Party's policy time limit. The Protecting Party is further responsible for the transportation costs of moving

personnel to the fire and returning those relieved personnel back to their home stations. In all cases, the Department and Forest Service agree that their Incident Commanders will release suppression resources to their primary mission responsibilities as soon as priorities allow. The National Wildfire Coordinating Group (NWCG) has established guidelines for the length of assignments for resources and personnel who accept out of state assignments. Personnel who accept assignments out of the state are expected to adhere to the guidelines identified by NWCG. For incidents within the state, there is a required 7 day minimum commitment. Both Parties agree to honor the minimum length of assignments guidelines.

REST AND RECUPERATION

The National Wildfire Coordinating Group (NWCG) establishes Rest and Recuperation (R & R) guidelines that govern R & R on all Federal incidents. These guidelines may change throughout the year depending on fire activity and physical condition of fire resources. Department personnel assigned to a Forest Service incident may be given R & R during the incident in which case the R & R is in pay status and charged against the incident. However, if the Department wishes to grant their personnel R & R upon their return to home, the R & R is not compensable under the terms of this agreement.

AIR BOTTLE SUPPORT

The Department agrees to refill breathing apparatus bottles when requested by the Forest Service subject to compliance with all laws and policies pertaining to breathing apparatus.

NON-WILDFIRE INCIDENTS

The Department has jurisdictional responsibility for all non-wildfire emergencies within its protection area even when these areas include Forest Service DPA. The only exceptions are for those emergency incidents under the jurisdiction of the California Highway Patrol, County Sheriff, California Department of Fish & Game and the U.S. Coast Guard.

FIRE PREVENTION

JOINT PRESS RELEASES Develop joint press releases on cooperative fire protection issues to ensure that the interests of both Parties are adequately addressed.

SMOKEY BEAR PROGRAM The Parties will cooperate in the delivery of Smokey Bear programs.

LOCAL EDUCATION PROGRAMS The Parties agree to cooperatively conduct local school and other fire prevention education programs.

FIRE PREVENTION SIGNS Coordination and placement of fire prevention signs should be coordinated by both Parties in order to prevent duplication of effort and sending mixed messages. This is especially important for fire danger rating signs.

LOCAL EVENTS The Parties agree to cooperatively conduct fire prevention programs at local community events.

BURNING AND CAMPFIRE PERMITS

In accordance with current instructions, permits for campfire (CDF form LE-63), dooryard premises burning (CDF form LE-62), and other burning (CDF form LE-5) (except vegetation management program and brushland conversion burning (CDF form LE-7) on State Responsibility lands in Federal Agency DPAs will be issued by the Federal Agency or local fire protection district personnel authorized to do so by the Director of CDF. If both Parties' personnel are authorized to issue campfire and burning permits by CDF, both Parties agree to issue burning and campfire permits for each other's DPAs. Both Parties agree to notify one another when burn permits are issued. Fire Restrictions, Red Flag or other situations that may affect the safe execution of campfire and/or burn permits will be shared by each Party.

NON-FIRE PROJECT USE OF RESOURCES

Each of the Parties may jointly conduct appropriate mutual interest projects such as prescribed burns and facility/compound maintenance. Any shared cost or reimbursement will be governed in accordance with a Supplemental Project Agreement signed by each Party prior to the start of the project.

WILDLAND FIRE DECISION SUPPORT SYSTEM (WFDSS)

Forest Service policy requires the use of "Wildland Fire Decision Support System" (WFDSS) for all fires on or threatening Forest Service administered lands that have escaped initial attack. In Unified Command situations the Forest Service will include the Department's input into the development of control objectives, strategy and priorities.

SUPPRESSION AND DAMAGE COLLECTION

The Department and the Forest Service reserve the right to pursue independent and separate courses of litigation and cost collection for suppression and damage on the fires that affect both Parties. Any costs recovered as a result of independent litigation will not be subject to apportionment with the other affected Party. Whenever collections that result from joint legal action have the effect of reducing next expenditures of either Party to accomplish services provided for in this Agreement, then such collections may be reported and shared proportionately, after deducting the cost of collection.

REPAIR OF SUPPRESSION ACTIVITY DAMAGE

Repair of suppression related activity damage (e.g., spreading of dozer berms, installations of water bars, minor road repairs, minor fence repair, etc.) will normally be done by the Party with direct protection responsibility for the fire as an integral part of overhaul/mop-up. Any rehabilitation beyond this level may be the responsibility of the landowner.

MAPS TO SUPPORT ANNUAL OPERATING PLAN

On an as needed basis, maps needed to support this OP will become attachments to the OP. These may include the DPA boundary, fire protection facilities by Party and location, pre-planned "Mutual Aid" initial attack response areas, "Mutual Aid Move-up and Cover" facilities or special management consideration areas.

POSSESSION OF AGREEMENT AND OP ON INCIDENTS

On incidents, the Supporting Party shall furnish the Protecting Party, upon demand, a signed copy of the CFPA and current OP.

This operating plan will be reviewed annually by **May 1st** and revised as needed. This Operating Plan is executed as of the date of the last signature and remains in effect through **April 30, 2021** unless modified or superseded.

APPROVAL:

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

See Attached Concurrence Letter 6-17-16

ALAN KRAMER, Chief — Date
Etna City Fire Department

6.24.16

PATRICIA A. GRANTHAM, Forest Supervisor — Date
U.S. Forest Service, Klamath National Forest

The authority and format of this instrument have been reviewed and approved for signature.

5/25/16

JANET BOOMGARDEN — Date
U.S. Forest Service Grants Management Specialist

EXHIBIT C
ACTIVITY RECORD
FOREST SERVICE, REGION 5
LOCAL COOPERATIVE FIRE AGREEMENT

AGREEMENT NO: _____ **DEPARTMENT:** _____

Date and Time Departed: _____ / _____ hrs.	**Return Date and Time:** _____ / _____ hrs.

DISPATCH INFORMATION

Incident Name:	_____	Reporting Location	_____
Incident Number:	_____	Incident Code:	_____
Resource Order Number		Reporting Date/Time:	

Dates of Services	*Request Number*	*Payroll Name(s)*	*ICS Position*	*Total Hours to be reimbursed*

PERSONNEL INFORMATION

APPARATUS/EQUIPMENT/VEHICLE INFORMATION

Dates of Services	*Type of Apparatus / Module* *Engine, Water Tender, Dozer, Crew or Other*	*Strike Team #*	*Apparatus or Vehicle #*	*Vehicle Category* *Sedan SUV Van PU 2x4 4x4*	*Vehicle Information* *POV or Rental Company*	*Total Mileage Or Operating Hours*

Signature of Authorizing Officer For Department: _____

Date Signed: _____

Approved by
IC or FSC:
_____

Date: _____

Form Distribution:
Original: Local Government Agency
(Attach to Dept invoice/bill)
Copy: **Incident Management Team**
Finance Section

Etna Fire Department
PO Box 460
Etna, California 96027

Klamath National Forest
Attn: Patricia Grantham,
Forest Supervisor

You have previously stated to me your position that KNF will only pay actual hours worked and can not reimburse for portal to portal on extended commitment of ordered resources. I believe this position to be in conflict with with reimbursement methodologies outlined in the California Fire assistance Agreement (CFAA). As our city has committed to pay our fire personnel portal to portal when they are on an extended out of area assignment we are also left in the awkward financial position of committing to more than we are able to collect.

Please be assured that Etna Fire Department and it's personnel are committed to assisting in the protection of our area, however until this reimbursement disagreement can be resolved it will be my policy to withdraw all personnel and equipment after the initial operational period unless ordered through Cal OES. We will consider sending additional resources on a daily basis as they are available with the understanding that they are to be released at the end of a single shift.

I am aware that this may cause some inconvenience but feel it is the best way to prevent legal conflict.

Sincerely

Alan Kramer

Alan Kramer 6-17-16

Chief, Etna Fire Department