

**Exhibit A  
2014**

**ANNUAL OPERATING PLAN  
FOR COOPERATIVE FIRE PROTECTION AGREEMENT  
(For Incident Management Team Members & Miscellaneous Overhead Only)  
Between  
TWIN HARTE COMMUNITY SERVICES DISTRICT FIRE AND RESCUE DIVISION  
and  
U.S. FOREST SERVICE  
STANISLAUS NATIONAL FOREST**

**ANNUAL OPERATING PLAN**

The Parties will meet annually, prior to the initiation of fire season to review and update, if necessary, the Annual Operating Plan (AOP). This annual review will be documented by signing and dating the review block on the signature page of this AOP. This AOP may specifically identify individuals assigned to Incident Management Teams (IMT). Other individuals and/or fire overhead positions may be available for assignments to support an incident. Specific areas to be addressed in this AOP are (1) rates for use of Department personnel, (2) lists of principal personnel, (3) dispatching procedures, and any other items identified in the Agreement as necessary for efficient implementation. This AOP takes effect on the date of the last signature and will remain in effect until superseded by a new AOP or upon expiration of the agreement.

**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.

**ICS QUALIFIED LIST AND IMT PERSONNEL**

The list of qualified personnel is maintained by the Party's Dispatch Center. The resources may be available on an Assistance-by-Hire basis depending on the 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 Department when assigned to incidents.

## **REIMBURSEMENT RATES AND METHODOLOGY**

Reimbursement for personnel will be based on personnel rates on file with the California Emergency Management Agency (Cal EMA) 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. 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 that routinely respond to emergencies (Chief Officers, Company Officers, and Firefighters) will be reimbursed portal to portal for time committed to the incident. All other personnel (civilian) will be reimbursed for actual time worked on the incident unless there is a MOU 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 MOUs 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. Firefighters also include crew members, helicopter pilots and dozer operators

Reimbursement for equipment will be based on the CFAA Rate Letter applicable at the time of the incident. The Protecting Party will provide fuel and lubricants while the equipment is on the incident. The Supporting Party will provide fuel and lubricants while the equipment is en route to the incident and while returning to the home unit. The Protecting Party shall pay or reimburse for damages in excess of normal wear and tear, and shall replace or reimburse items lost or destroyed, except for damages occurring as a result of negligence by the Supporting Party.

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 agreement all resource orders must be dispatched and processed by the STANISLAUS National Forest Emergency Communication Center. Any request not dispatched or processed by this ECC will not be reimbursed under this local agreement.

### **WHERE TO SEND REIMBURSEMENT INVOICES**

Invoices for services under this agreement must be sent to:

<b>U.S. Forest Service</b>
<b>WENDY FLANNERY</b> 19777 Greenley Road Sonora, CA 95370 Telephone: 209-532-3671 FAX: 209-533-1892 Email: wflannery@fs.fed.us

### **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.

### **POSSESSION OF AGREEMENT AND AOP ON INCIDENTS**

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

**APPROVAL:**

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

TOM TROTT  \_\_\_\_\_ 6/12/14  
SCOT MOODY, General Manager Date  
Twain Harte Community Services District Fire and  
Rescue Division

for  \_\_\_\_\_ 6/17/14  
SUSAN V. SKALSKI, Forest Supervisor Date  
U.S. Forest Service, Stanislaus National Forest

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

 \_\_\_\_\_ 4/30/2014  
ROBIN BRYANT Date  
U.S. Forest Service Grants Management Specialist

**Exhibit B**

**Individuals Assigned to Incident Management Teams**

Twain Harte Community Services District Fire and Rescue Division

Todd McNeal – Department Chief

**ACTIVITY RECORD**  
 FOREST SERVICE, REGION 5  
 LOCAL COOPERATIVE FIRE AGREEMENT

**Exhibit C**

AGREEMENT NO: \_\_\_\_\_ DEPARTMENT: \_\_\_\_\_

<b>Date and Time Departed:</b> _____ / _____ hrs.	<b>Return Date and Time:</b> _____ / _____ hrs.
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**DISPATCH INFORMATION**

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

**PERSONNEL INFORMATION**

<i>Dates of Services</i>	<i>Request Number</i>	<i>Payroll Name(s)</i>	<i>ICS Position</i>	<i>Total Hours to be reimbursed</i>

**APPARATUS/EQUIPMENT/VEHICLE INFORMATION**

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

**Signature of Authorizing Officer For Department:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

Approved by IC or FSC: _____  Date: _____
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**Form Distribution:**

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



**2013 SALARY SURVEY  
and  
ACTUAL ADMINISTRATIVE RATE  
for the  
AGREEMENT FOR LOCAL GOVERNMENT FIRE AND EMERGENCY ASSISTANCE TO  
THE STATE OF CALIFORNIA AND FEDERAL FIRE AGENCIES  
(California Fire Assistance Agreement)**

Please complete and/or correct this salary survey information sheet (all fields on this form that pertain to your agency are required or survey may be returned due to lack of information). Return your completed survey as soon as possible to:

Cal EMA Fire and Rescue Division  
Attn: Reimbursement Section  
3650 Schriever Avenue  
Mather, CA 95655

Fax:  
(916) 845-8396

\* To ensure our receipt of your salary survey, we suggest you mail it to us "Certified with Return Receipt Requested" \*

Agency 3-Letter MACS ID:	TWA	Tribal Department? <input type="radio"/> Yes <input checked="" type="radio"/> No
Agency/Department Name:	Twain Harte FPD	
Chief's Name:	Todd McNeal	
Physical Address, City, State, Zip:	18781 Cedar St	
Mailing Address:	P.O. Box 447	
City, State, Zip Code:	Twain Harte, CA 95383	
Telephone Number:	(209) 586-4800	
FAX Number:	(209) 586-4808	
*E-mail Address:	tmcneal@twainhartecsd.com	
*Alternate E-mail (Required):	chiggins@twainhartecsd.com	

\* E-mail is for individual responsible for reviewing and processing salary survey, administrative rate and invoices.

All information provided on this form is subject to audit by CAL FIRE and the Federal Fire Agencies signatory to the California Fire Assistance Agreement.

Please provide the hourly "Average Actual Rate", for each classification used by your agency that is reflected in the chart below. Instructions for calculating the "Average Actual Rate" are provided in the "Instructions", included with this document.

Classification Title	Current Rate on file as of: 04/02/2013	Avg. actual rate (Straight Time) as of: 7/1/2013	Above B/C w/ an MOA/MOU for above straight time (OT)
Chief Base Rate = \$19.57	\$19.57 /per Hour	48.47 /per Hour	<input type="radio"/> Yes <input checked="" type="radio"/> No
Deputy Chief Base Rate = \$19.57	\$19.57 /per Hour	19.57 /per Hour	<input type="radio"/> Yes <input checked="" type="radio"/> No
Division Chief Base Rate = \$19.57	\$19.57 /per Hour	19.57 /per Hour	<input type="radio"/> Yes <input checked="" type="radio"/> No
Assistant Chief Base Rate = \$19.57	\$19.57 /per Hour	33.50 /per Hour	<input type="radio"/> Yes <input checked="" type="radio"/> No
Battalion Chief Base Rate = \$19.57	\$19.57 /per Hour	19.57 /per Hour	
Co. Officer/Capt./Lt. Base Rate = \$16.02	\$16.02 /per Hour	25.04 /per Hour	
App Officer/Engineer Base Rate = \$16.02	\$16.02 /per Hour	16.02 /per Hour	
Firefighter/FF-PMedic Base Rate = \$16.02	\$16.02 /per Hour	16.02 /per Hour	
Workers Compensation Insurance Rate:		.0503 (Enter as decimal)	
Unemployment Insurance Rate:		.0034 (Enter as decimal)	
Actual Administrative Rate:		0.1 (Enter as decimal)	
Agency Federal Taxpayer ID Number or Federal Employer ID Number:		77-0432917	
Agency Data Universal Numbering System DUNS Number:		184446748	

NOTE: These rates are not effective until the date they are received by Cal EMA.

\*\*\* If your Actual Administrative Rate is on file, you are required to update the rate by July 1, 2013. After that date, the rate will default back to 10%.

What is reported on this form constitutes direct salary costs for employees.

I am the Chief Financial Officer, and I have reviewed the information provided by my agency/dept, and certify to the best of my knowledge and belief that this information is correct.

Chief Financial Officer Signature: Carolyn Higgins Date: 9/9/13