FS Agreement No. **14-FI-11050900-016**
Cooperator Agreement No. _____

Exhibit B
2014-2015
ANNUAL OPERATING PLAN
FOR COOPERATIVE FIRE PROTECTION AGREEMENT
Between
LAKE CITY FIRE DEPARTMENT
and
U.S. FOREST SERVICE
MODOC 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) Exhibit B. This annual review will be documented by signing and dating the review block on the signature page of this AOP. This AOP 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 AOP shall become attached to and be a part of the Agreement. This AOP takes effect as of the date of the last signature and will remain in effect until superseded by a new AOP or upon expiration of the agreement.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 written agreement.

MAPS AVAILABLE UPON REQUEST

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.

SEE ATTACHED MAPS

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 provide subsistence and lodging at no cost to the Supporting Party. 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 Agreement. 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 Agreement). In no case will Forest Service resources be held in "Move-up and Cover" status beyond the end of their 16 hour maximum duty day.

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.

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:	**153.920 TX** **158.835 TX**	153.920 RX 153.920 RX	Modoc CO. Direct Modoc CO. Repeat
Tactical Nets:	**154.400 TX** **154.070 TX**	154.400 RX 154.070 RX	TAC 3 TAC 2

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:	**168.750 TX** **170.175 TX** **171.3875 TX**	168.750RX Tone 110.9 168.750RX Tone 146.2, 131.8,136.5,123.0 168.150RX Tone 146.2,131.8,136.5,123.0	MDF Direct MDF Forest Repeat MDF Admin Repeat
Tactical Nets:	**168.200 TX** **168.050 TX** **168.600 TX** **167.600 TX** **166.8750 TX**	168.200 RX 168.050 RX 168.600 RX 167.600 RX 166.8750	NIFC TAC 2 NIFC TAC 1 NIFC TAC 3 Air to Ground 43 Air to Ground 08

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

JOHN ERQUIAGA
Lake City Fire Chief
530-279-6364

FOREST SERVICE DUTY OFFICER CONTACT

JOHN TOOMEY
BATTALION CHIEF BC-31
530-640-0397

Albert Savage
Division Chief DIV 3
530-708-2940

Joe Johnston
Battalion Chief BC-51
530-640-0875

FOREST SERVICE LINE OFFICER CONTACT

TIM DAVIS
DISTRICT RANGER
530-233-8820

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 PROTECTION

For wildfires within the Department's or Forest Service's DPA, the financial responsibility for the protection and suppression of structures remains with the Party who has statutory responsibility for structure suppression and protection.

For incidents involving both Department and Forest Service DPAs the cost share agreement should reflect the Department's structure protection/suppression responsibilities and financial obligation within its jurisdiction.

In situations when the Department orders additional resources and initiates additional actions beyond the level deemed necessary by the unified command, the Department is responsible for the costs.

REIMBURSEMENT RATES AND METHODOLOGY (non-aviation)

Department Personnel and Equipment:

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) Exhibit C. 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 MODOC 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.

Federal Excess Property Program (FEPP) Equipment

Under the FEPP program, FEPP rates apply when federal property is loaned to the State Forester, who may place it with local fire departments to improve local fire programs. If this loaned federal property is used on a Forest Service incident, the Department will only charge the Forest Service operating costs that include maintenance, fuel, oil, etc. Charges may not include amortization, depreciation, replacement costs, modification, start-up costs, or related charges.

Aircraft

Flight and stand-by rates for aircraft will be developed, agreed to in advance, and published annually herein, utilizing the rates and/or methodology utilized by the California Department of Forestry and Fire Protection (CAL FIRE). Assistance by Hire rates and reimbursements for aircraft will be based on the following guidelines:

1. Fixed Wing

Reimbursements will be based on aircraft rate which includes pilot costs. The Air Tactical Group Supervisor ("ATGS") will be itemized separately. ATGS Stand-by rates will be determined based on personnel costs.

2. Helicopter

Reimbursement will be based on CAL FIRE Type 2 helicopter rate (same CAL FIRE UH-1H Super-Huey specification and cost basis) which includes pilot costs. Helitack crew with

Helitender, Fuel Truck and chase vehicle (e.g. 1-Ton Pickup) will be itemized separately. Flight Crew and Crew Carrying Vehicle (CCV) will also be itemized separately.

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
Modoc National Forest Attn: Fire Management Officer 225 W. 8th Street Alturas, CA 96101 Telephone: 530-233-8818	John Erquiaga Lake City Fire Department P.O. Box 535 Lake City, CA 96115 Telephone: 530-279-6364 Email:

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 others 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 AOP will become attachments to the AOP. 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 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:

John Erquiaga — 6-20-14

JOHN ERQUIAGA, FIRE CHIEF — Date
Alturas Rural Fire Department

Trudy E Davis — 6/23/2014

For ANN D. CARLSON, ACTING FOREST SUPERVISOR — Date
U.S. Forest Service, Modoc National Forest

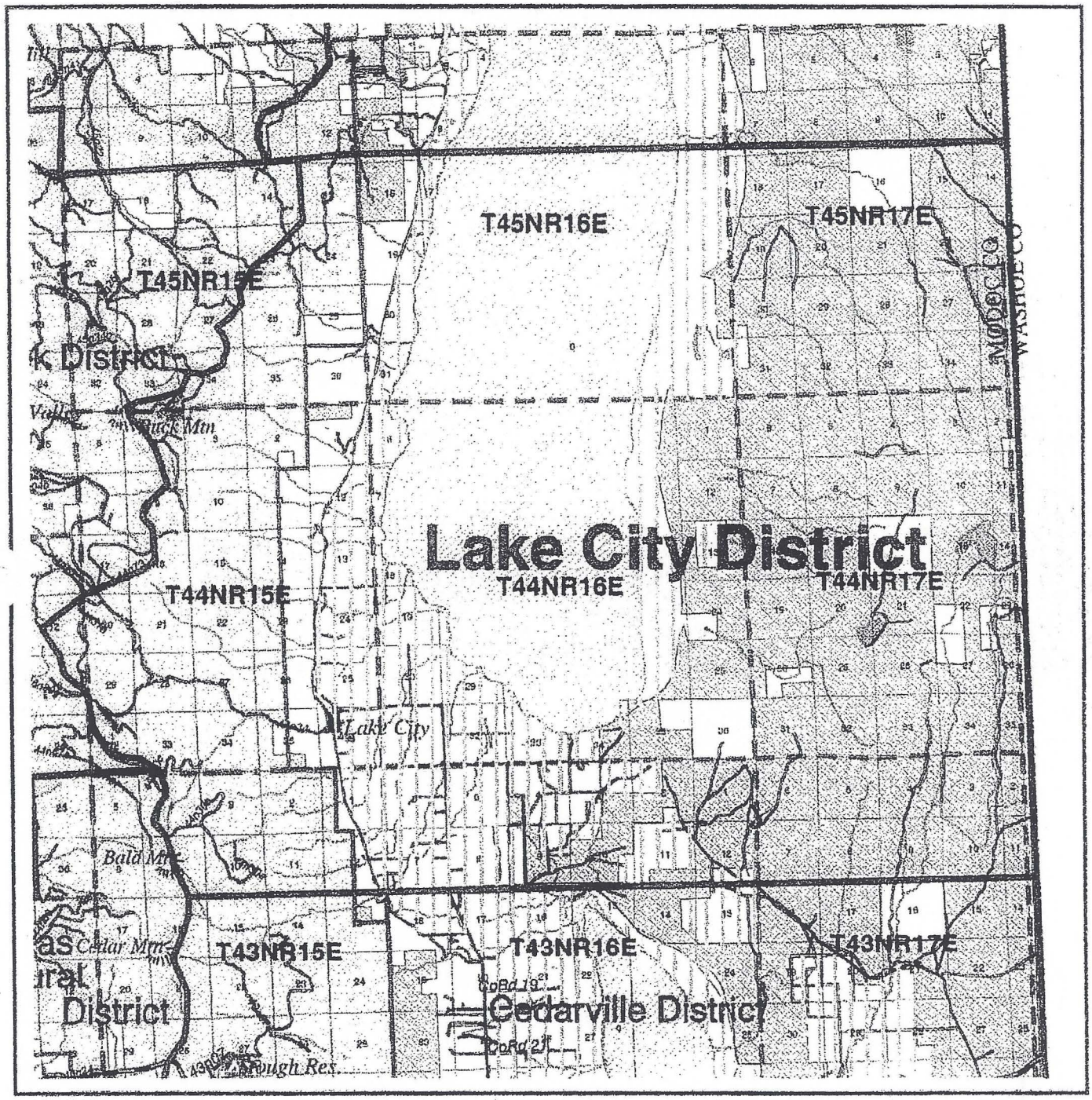
The authority and format of this instrument have been reviewed and approved for signature.

Karen McWilliams — 5-20-14

KAREN MCWILLIAMS — Date
U.S. Forest Service Grants Management Specialist

Lake City Volunteer Fire District

Modoc National Forest
Volunteer Fire Agreement



LEGEND

0 1 2 3 4 Miles

1:148000

- Local Response Area
- Modoc NF DPA Boundary
- Volunteer District Boundary
- Lookout Station
- Guard Station
- Highway
- Roads
- Trails
- Railroad
- Sections
- Townships & Ranges
- Springs
- Streams
- Lake
- Seasonal Lake
- Tribal Land
- BLM
- National Wildlife Refuge
- Modoc NF Land
- Lava Beds National Monument
- Geologic Area
- Modoc Co. Line
- Landmarks
- Campground
- DG Consv Camp
- Peak
- Picnic Area
- Town
- South Warner Wilderness

Projection: UTM Zone 10
NAD27 Datum
Clarke Ideal Spheroid

Prepared for: Monte Fenske by
scoons: cyamegiwa 21apr2001
Path:/sfiles/office/gis/science/fire
/dispatch/opens.apr
layout: Lake City VFD

Exhibit D

2014-2015
Annual Operating Plan
for the
Mobilization of Supplemental Fire Department Resources

The following personnel of the DEPARTMENT are designated Supplemental Fire Department Resources. Personnel may be added through an amendment or as a revision to this AOP. While on assignment, these individuals are DEPARTMENT employees and the DEPARTMENT will be reimbursed for their actual costs.

The FY 2014 hourly compensation rates for the identified DEPARTMENT personnel include any applicable pay as follows:

FY2014 Hourly Compensation Rates for Supplemental Fire Department Resources from 2014 :

Personnel	Status	Position Type	Regular Comp. Rate		Overtime Comp. Rate
			Base Hourly	Benefits	
Name	*SR*	*qualification* *qualification* *qualification*	*$/hr* *$/hr* *$/hr*	*$/hr* *$/hr* *$/hr*	*$/hr* *$/hr* *$/hr*
Name	*SR*	*qualification*	*$/hr*	*$/hr*	*$/hr*
Name	*SR*	*qualification*	*$/hr*	*$/hr*	*$/hr*

The regular compensation rates identified above include the following items:

Employer liability at *xx%*
Workers compensation at *xx%*
Medicare at *xx%*
Employer Contribution to Social Security at *xx*

Documentation for items included in rates will not be required to be submitted with billing, but should be maintained, and may be requested by the government at any time.

The administrative charge on reimbursable costs for these resources is limited to 10% (rate set by NWCG).

MACS ID	Department Name	Effective Date	Chief.	Deputy	Assist.	Div.	Batt.	Co. Officer	Eng.
ADI	Adin Fire Protection District	6/15/2006	$40.00	$35.00	$25.00	$30.00	$25.00	$20.00	$15.00
ALF	Alturas Rural FPD	6/15/2006	$30.00	$25.00	$25.00	$25.00	$25.00	$25.00	$25.00
ALV	Alturas City Fd	6/15/2006	$30.00	$25.00	$25.00	$25.00	$25.00	$25.00	$25.00
BGV	Big Valley FPD	6/15/2006	$11.31	$11.31	$11.31	$11.31	$11.31	$10.35	$10.35
CAN	Canby FPD	6/15/2006	$30.00	$25.00	$25.00	$25.00	$25.00	$25.00	$25.00
CDV	Cedarville FPD	6/15/2006	$30.00	$25.00	$25.00	$25.00	$25.00	$25.00	$25.00
CPV	California Pines VFD	6/15/2006	$32.50	$25.00	$25.00	$25.00	$25.00	$25.00	$25.00
DAV	Davis Creek Fpd	6/15/2006	$30.00	$25.00	$25.00	$25.00	$25.00	$25.00	$25.00
EAG	Eagleville Fpd	6/15/2006	$11.31	$11.31	$11.31	$11.31	$11.31	$10.35	$10.35
FTB	Fort Bidwell FD	6/15/2006	$11.31	$11.31	$11.31	$11.31	$11.31	$10.35	$10.35
LIK	Likely Fpd	6/15/2006	$30.00	$25.00	$25.00	$25.00	$25.00	$25.00	$25.00
LKC	Lake City Fpd	6/15/2006	$30.00	$25.00	$25.00	$25.00	$25.00	$25.00	$25.00
LOO	Lookout Fpd	6/15/2006	$30.00	$25.00	$25.00	$25.00	$25.00	$25.00	$25.00
TUL	Tulelake Multi Co. Fd	6/15/2006	$30.00	$25.00	$25.00	$25.00	$25.00	$25.00	$25.00
WWR	Willow Ranch Fpd	6/15/2006	$30.00	$25.00	$25.00	$25.00	$25.00	$25.00	$25.00

FF	UI Rate	W. Comp
$10.35	0	0.1286
$15.00	0	0
$15.00	0	0
$10.35	0	0
$15.00	0	0
$15.00	0	0
$15.00	0.054	0.04
$15.00	0	0
$10.35	0	0
$10.35	0	0
$15.00	0	0
$15.00	0	0
$25.00	0	0
$15.00	0	0
$15.00	0	0