

COST SHARE AGREEMENT for the MAREK Incident.

COST SHARE AGREEMENT

DEPARTMENT OF AGRICULTURE
UNITED STATES FOREST SERVICE

And

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION

The following is the cost share agreement between the above named agencies as it was negotiated for the following incident.

INCIDENT NAME: Marek

INCIDENT NUMBER BY AGENCY: USFS: CA-ANF-003833 (P5EM4W)
LAC: CA-LAC-230997
LFD: CA-LFD-000111

INCIDENT START DATE AND TIME: October 12, 2008 0209 hours

JURISDICTIONS: USFS – Angeles National Forest
LAC – Los Angeles County
LFD – Los Angeles City

INCIDENT CAUSE: Under Investigation

COMMAND STRUCTURE: Single Command: 10/12/08 0209 hours
Unified Command: 10/12/08 0300 hours
Single Command: 10/16/08 1800 hours

COST SHARE PERIOD: START: October 12, 2008 0209 Hours
END: October 17, 2008 0600 Hours

INCIDENT COMMANDER: Rudy D. Medrano, Angeles National Forest
INCIDENT COMMANDER: James G. Hall, Angeles National Forest
INCIDENT COMMANDER: Rocky W. Opliger, USFS, IIMT4
INCIDENT COMMANDER: John B. Tripp, Los Angeles County Fire
Department

INCIDENT COMMANDER: Mark I. Stormes, Los Angeles Fire
Department

AGENCY REPRESENTATIVES: Jody Noiron, Angeles National Forest, USFS
Stan Lake, CAL FIRE

UNIFIED ORDERING POINT: Angeles National Forest

COST SHARE AGREEMENT for the MAREK Incident.

Agency Representatives participating in development of this cost share agreement.

Jody Noiron, United States Forest Service, Angeles National Forest
Stan Lake, California Department of Forestry and Fire Protection
David Conklin, United States Forest Service, Angeles National Forest
Rocky W. Opliger, United States Forest Service, IIMT4
John B. Tripp, Los Angeles County Fire Department
Mark I. Stormes, Los Angeles Fire Department

This cost share agreement between the Department of Agriculture, United States Forest Service (USFS) and the State of California, Department of Forestry and Fire Protection (CAL FIRE) was prepared under the following guidelines:

1. In accordance with the California Master Cooperative Wildland Fire Management and Stafford Act Response Agreement (CFMA) between the USDA, Forest Service, USDI, Bureau of Land Management, USDI, National Park Service, USDI, Fish and Wildlife Service, USDI, Bureau of Indian Affairs, and the California Department of Forestry and Fire Protection (CAL FIRE).
2. In accordance with the Cooperative Fire Protection Agreement between the Angeles National Forest and the Los Angeles County Fire Department (LAC) and the corresponding Annual Operating Plan.
3. In accordance with the Cooperative Fire Protection Agreement between the Angeles National Forest and the Los Angeles Fire Department (LFD) and the corresponding Annual Operating Plan.
4. In accordance with the Fire Protection Agreement between the California Department of Forestry and Fire Protection and the Los Angeles County Fire Department and its annual Operating Plan.
5. All costs originating from orders placed by and for the incident that can be reasonably obtained and estimated for the cost share period will be included in this agreement and will be shared on the basis of the ICs/ARs' mutual agreement.
6. Costs for non-expendable property purchases by each agency will be charged direct to that agency and will not be shared.
7. Costs incurred by cooperators not engaged in joint fire suppression activities will not be included as a part of this cost share agreement.
8. Agency specific costs will not be shared.
9. Responsibility for tort claim costs or compensation for injury costs will not be a part of this agreement. Responsibility for these costs will be determined outside of this agreement.

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10. Non-suppression rehabilitation costs are the responsibility of the jurisdictional agency and will not be shared.
11. Daily cost sharing will be documented and approved by the ICs/ARs for cost apportionment.
12. Sharing of final actual costs between the agencies will be based on a summary of daily estimated incident suppression costs and each agency's proportionate share thereof as agreed to by the jurisdictional representatives.
13. Shared costs will be based on the Incident Commanders/Agency Representatives mutual judgment and agreement as to threat, incident objectives, and resources assigned for each agency's area of responsibility.
14. Aircraft and retardant costs will be shared on an actual use basis as determined by the Incident Commanders/Agency Representatives and will be calculated as a separate cost except as described in the corresponding attachments.
15. In recognition of their responsibility to protect the City of Los Angeles, the resource costs attributed to the Los Angeles Fire Department (LFD) and itemized in Attachment A to this agreement will be considered the financial responsibility of the LFD. The parties to this agreement agree this contribution by the LFD represents their share to meet their obligation for life and property protection to the City of Los Angeles as described by cost apportionment. These resources cannot be billed to or reimbursed by either the United States Forest Service or the CAL FIRE. Any costs or associated costs are not sharable and will not be included in the cost pool.
16. Outside of the resources identified in Attachment A to this agreement, the LFD may bill the United States Forest Service for other resources properly recorded through the Resource Order and Status System (ROSS) in use during the cost share period. These billable resources will be billed at the rates agreed to by the Angeles National Forest and the LFD in their Cooperative Fire Protection Agreement. Reimbursement made by the United States Forest Service to the LFD will be included in the incident cost package and will be sharable costs and will be included in the cost pool by the United States Forest Service.
17. In recognition of their responsibility to protect their jurisdiction within the County of Los Angeles, the resource costs attributed to the Los Angeles County Fire Department (LAC) and itemized in Attachment B to this agreement will be considered the financial responsibility of the LAC. The parties to this agreement agree this contribution by the LAC represents their share to meet their obligation for life and property protection to their jurisdiction within the County of Los Angeles as described by cost apportionment. These resources cannot be billed to or reimbursed by either the United States Forest Service or the CAL FIRE. Any costs or associated costs are not sharable and will not be included in the cost pool.

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18. Outside of the resources identified in Attachment B to this agreement, LAC may bill the United States Forest Service for aircraft, crew, and overhead resources properly recorded through ROSS in use during the cost share period. Similarly, the LAC may bill the CAL FIRE for ground equipment resources properly recorded through ROSS in use during the cost share period. Any billable resources billed to the United States Forest Service will be billed at the rates agreed to by the Angeles National Forest and the LAC in their Cooperative Fire Protection Agreement. Any billable resources billed to CAL FIRE will be billed according to the terms of the Fire Protection Agreement and its annual Operating Plan between CAL FIRE and the LAC. Reimbursements made by the United States Forest Service or CAL FIRE to the LAC will be included in the incident cost package, will be sharable costs, and will be included in the cost pool.
19. It is recognized that the assignment dates/times for resources recorded in ROSS for this incident may not appropriately reflect the actual assignment dates/times for all resources. The parties to this agreement will accept other appropriate documentation from the participating agencies that more accurately reflect actual assignment dates/times.
20. All resources that responded to the incident that did not receive a resource order request number through ROSS during the incident cost share period are not billable or reimbursable by either the United States Forest Service or CAL FIRE. Any costs or associated costs are not sharable and will not be included in the cost pool.
21. An administrative charge, the pre-established percentage set by each agency, will be applied by the agency issuing the settlement billing for the net amount owed.
22. Within five months the two parties to this agreement will meet to determine the total costs of each agency. The agency whose total actual costs exceed their proportional share of the overall incident final costs as determined within this agreement will bill the other agency. The billing, when paid, will result in each agency sharing overall incident costs as herein agreed.
23. The following agencies will be responsible for collecting actual cost/expenditure data that will make up the cost pool of shareable costs.

COST SOURCES

Federal Agency
State Agency

RESPONSIBLE AGENCY

USFS – Angeles National Forest
CAL FIRE – San Bernardino Unit

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In accordance with the attached documentation, it is hereby agreed that the cost sharing of this incident will be:

CALCULATIONS OF THE USFS and CAL FIRE COST SHARE PERCENTAGE FOR THE MAREK COST SHARE AGREEMENT

PERCENTAGES FOR GROUND RESOURCES AND AIR RESOURCES FROM THE COST APPORTIONMENT WORKSHEET WITHOUT LAC AND LFD SHARE

	<u>GROUND</u>	<u>AIR</u>
USFS	51.64%	68.44%
CAL FIRE	<u>23.26%</u>	<u>23.60%</u>
<u>TOTAL</u>	74.90%	92.04%

TO APPORTION LAC AND LFD COMBINED COST SHARE PERCENTAGE OF GROUND RESOURCES OF 25.10% TO THE USFS AND CAL FIRE, THE FOLLOWING CALCULATION WAS COMPLETED, RESULTING IN THE REPRESENTATIVE VALUES BELOW.

$$\text{GROUND} \quad 74.90X=1.0 \quad X = 1.33511$$

TO APPORTION LAC AND LFD COMBINED COST SHARE PERCENTAGE OF AIR RESOURCES OF 7.96% TO THE USFS AND CAL FIRE, THE FOLLOWING CALCULATION WAS COMPLETED, RESULTING IN THE REPRESENTATIVE VALUES BELOW.

$$\text{AIR} \quad 92.04X=1.0 \quad X = 1.08648$$

AGENCY	GROUND	AIRCRAFT
USFS	68.95%	74.36%
CAL FIRE	<u>31.05%</u>	<u>25.64%</u>
TOTAL	100%	100%

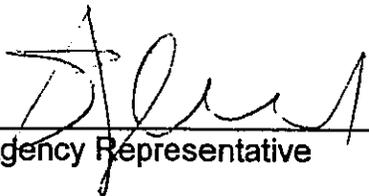
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This agreement and the apportionment are our best judgments of agency cost responsibilities.

Jody Noiron
United States Forest Service

Stan Lake
State of California, Department of
Forestry and Fire Protection

(for) 
Forest Supervisor


Agency Representative

USDA Forest Service
Angeles National Forest
701 North Santa Anita Avenue
Arcadia, CA 91006
(626) 574-5216

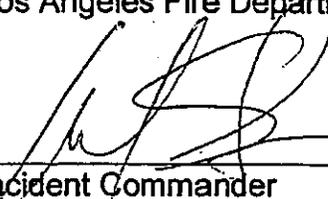
State of California, Department of
Forestry and Fire Protection
Riverside Unit
210 West San Jacinto Street
Paris, CA 92570
(951) 486-2770

The following contributing agencies concur with this agreement and apportionment.

John B. Tripp
Deputy Chief
Los Angeles County Fire Department

Mark I. Stormes
Assistant Chief
Los Angeles Fire Department


Incident Commander


Incident Commander

Los Angeles County Fire Department
North Operations Bureau
26320 Citrus Street
Santa Clarita, CA 91355
(661) 286-2792

Los Angeles Fire Department
200 North Main Street
Room 1800
Los Angeles, CA 90012
(818) 756-8636

Date of this finalized agreement: November 20, 2008

COST SHARE AGREEMENT for the **MAREK** Incident.

Patty Espinosa
Cost Apportionment Technical Specialist
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Los Angeles, CA 90012
(213) 978-3479

Attachments A and B follow/

ATTACHMENT A

In recognition of their responsibility to protect the City of Los Angeles, the LFD has incurred costs associated with the following resources and these costs will be considered the financial responsibility of the LFD. The following resource costs will not be billed to or reimbursed by either the CAL FIRE or the United States Forest Service:

1. Ground equipment resources identified in ROSS by the following Request Numbers:
E-42, E-43, E-46, E-47, E-133, E-326, E-327, E-328, E-329, E-332, E-333, E-334, E-335, E-336, E-337, E-338, E-339, E-340, E-341, E-343, E-344, and E-345
2. Overhead resources identified in ROSS by the following Request Numbers:
O-56, O-80, O-180, O-194, O-244, O-245, O-248, O-252, O-253, O-256, O-259, O-261, O-262, O-263, O-265, O-267, O-270, O-271, O-272, O-274, O-275, O-277, O-278, O-279, O-280, O-284, O-292, O-293, O-294, O-295, and O-297
3. Aircraft resources identified in ROSS by the following Request Numbers:
A-26, A-27 and the initial attack period for Request A-56.

ATTACHMENT B

In recognition of their responsibility to protect their jurisdiction within the County of Los Angeles, the LAC has incurred costs associated with the following resources and the associated costs will be considered the financial responsibility of the LAC. The following resource costs will not be billed to or reimbursed by either CAL FIRE or the United States Forest Service:

1. Ground equipment resources identified in ROSS by the following Request Numbers:
E-3, E-4, E-5, E-6, E-7, E-15, E-16, E-33, E-34, E-51, E-76, E-78, E-79, E-80, E-82, E-83, E-84, E-85, E-86, E-87, E-88, E-89, E-90, E-91, E-93, E-106, E-119, E-153, E-156, and E-157
2. Overhead resources identified in ROSS by the following Request Numbers:
O-3, O-4, O-5, O-7, O-26, O-27, O-81, O-182, O-183, O-184, O-185, O-186, O-200, O-201, O-208, O-209, O-214, O-216, O-222, O-225, O-227, O-228, O-233, O-242, O-243, and O-291
3. Crew resources identified in ROSS by the following Request Numbers:
C-1, C-2, C-3, C-4 (for their initial attack period only)
4. Aircraft resources identified in ROSS by the following Request Numbers:
A-21, A-22 and for the initial attack period for Requests A-13 and A-14