

Exhibit B  
2008  
**ANNUAL OPERATING PLAN**  
**FOR COOPERATIVE FIRE PROTECTION AGREEMENT**  
Between  
**CLEVELAND NATIONAL FOREST**  
and  
**MCAS MIRAMAR FIRE DEPARTMENT**

**ANNUAL OPERATING PLAN**

The PARTIES will meet annually, prior to the initiation of fire season to prepare an Annual Operating Plan (AOP). This AOP will include protection area maps for all PARTIES, current 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.

**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 24 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.

**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.

**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.

### ICS QUALIFIED LIST AND IMT PERSONNEL

IMT MEMBERS  
QUALIFIED FIRE OVERHEAD

### 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. In these cases, unless otherwise agreed to by the hosting unit or Incident Commander, the cost of the trainee will be the responsibility of the sending unit.

### RATES FOR FEDERAL EXCESS PERSONAL PROPERTY PROGRAM - FEPP

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 for operating costs that include maintenance, fuel, and oil. Charges may not include amortization, depreciation, replacement costs, modification, start-up costs, or related charges.

### CITY - COUNTY FIRE DEPARTMENT REIMBURSEMENT RATES AND METHODOLOGY

Personnel and equipment reimbursement will be determined by the California Governor's Office of Emergency Services (OES) published personnel and equipment rates. Personnel rates will be determined by either the "Average Actual Rates" or the default "Personnel Base Rates" found in OES's Cooperative Fire Assistance Agreement for Local Government Suppression Rate Letter published annually. Equipment (apparatus and support equipment) rates are also published in OES's Cooperative Fire Assistance Agreement for Local Government Suppression Rate Letter.

The DEPARTMENT will bill in accordance with the rates established in the salary survey's Average Actual Rates or in the Rate Letter. 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. Invoices must identify Supporting PARTY name, address, and Taxpayer Identification Number, fire name, order and request number, and bill number and amount. Invoice supporting documentation must include description of services performed, period of services performed, and description of any applicable cost share agreements. Supporting documentation will itemize details of billing, listing personnel, equipment, travel and per diem, aircraft, supplies and purchases as approved in the attached AOP. It will also include itemized deductions for fuel, oil, maintenance and repair of equipment. OES F-42 (Emergency Activity Record) will not be used.

The FOREST SERVICE will bill in accordance with actual expenses and will include the current fiscal year overhead assessment. FOREST SERVICE invoices will include transaction register.

**EQUIPMENT & FIREFIGHTER PAY RATES AND CLASSIFICATION**  
(Per California Fire Assistance Agreement)

2008

**AVERAGE ACTUAL RATES:**

Firefighter:	\$22.94 per hour
Apparatus Engineer:	\$22.94 per hour
Co. Officer:	\$25.41 per hour
Battalion Chief:	\$24.95 per hour
Asst. Chief:	\$33.96 per hour
Chief:	\$46.37 per hour

Administrative Personnel will be reimbursed at the Engine Captain rate.

NOTE: "Fill in" rates that are currently published at the time of AOP development. Rates are subject to change as periodically published at the time of the incident. Rates are shown as straight time, but will be reimbursed at an overtime rate of time and one half.

**APPARATUS**

Engine Company staffing shall not be less than three (3) or a reimbursable maximum of four (4). FOREST SERVICE will reimburse based on the actual classifications of personnel responding, not to exceed one (1) company officer, one (1) apparatus operator, and one (1) or two (2) firefighters. Water Tenders shall be a reimbursable maximum of two (2) apparatus operators.

<b>HORSEPOWER</b>	<b>HOURLY RATE</b>
0-200	\$24.50
201-300	\$35.00
301 and up	\$45.00

**SUPPORT EQUIPMENT RATES**

**Government Owned Vehicles**

Sedan	\$44.00 per day
Pickup	\$53.00 per day
Van	\$61.00 per day
SUV	\$73.00 per day
Other	\$73.00 per day

**Privately Owned Vehicles** \$0.445 per mile

**ADMINISTRATIVE RATE**

Either PARTY may assess an administrative rate to reimbursable costs related to this agreement. The accepted methodology for computing the administrative rate is the Office of Management and Budget's "Cost Principles for State, Local and Indian Tribal Governments" OMB circular A-87 (60 FR 26484, dated May 17th, 1995). The DEPARTMENT will submit a draft administrative rate to the FOREST SERVICE for approval.

This DEPARTMENT rate during the effective date of this AOP will be: 13%

The FOREST SERVICE will assess an administrative rate to reimbursable costs related to this agreement. This administrative rate during the effective date of this AOP will be: 19.5%

### **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 and cell phone charges
- Personal telephone charges
- Support items normally available in Supply Unit, e.g. tents, sleeping bags, pads, water coolers, etc.

### **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.

**NON-FIRE PROJECT USE OF RESOURCES**

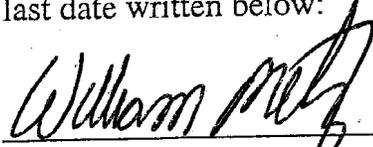
Each of the PARTIES agrees to provide resources and support as requested, to the best of their abilities, for non-fire projects. Such use of personnel and resources may be at no cost or may be assistance by hire unless otherwise agreed to in an attachment herein.

**POSSESSION OF AGREEMENT AND AOP ON INCIDENTS**

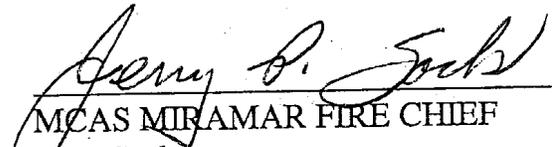
On incidents, the Supporting PARTY shall furnish the Protecting PARTY, upon demand, a signed copy of the Agreement and current AOP.

**APPROVAL:**

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

  
\_\_\_\_\_  
FOREST SUPERVISOR  
Will Metz

8/27/08  
Date

  
\_\_\_\_\_  
MCAS MIRAMAR FIRE CHIEF  
Jerry Sack

7-23-08  
Date