

Exhibit B
2008
ANNUAL OPERATING PLAN
FOR COOPERATIVE FIRE PROTECTION AGREEMENT
Between
CLEVELAND NATIONAL FOREST
and
CITY OF SANTEE

ANNUAL OPERATING PLAN (AOP)

This AOP covers the period beginning September 1, 2008 and continues until the 2009 AOP is in effect.

MUTUAL AID RESPONSE PROCEDURES

Mutual Aid is the Initial Attack response by both City 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 12 hours 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, including assistance provided during the initial Mutual Aid period.

Aircraft (fixed and rotary-winged) including pilot(s) shall always be Assistance by Hire.

CLOSEST FORCES

The City 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 Assistance by Hire on cross boundary Incidents must be clear and precise and shall be processed and recorded through a single dispatching center identified by the 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.

QUALIFIED PERSONNEL

City personnel listed below are qualified in accordance with the requirements of the Cooperative Agreement between the parties as set forth below. This list is subject to change during the term of this AOP. The City shall provide the USFS with notice of any such changes within a reasonable time thereafter.

Howard Rayon	Deputy Chief	SOF1
Dave Miller	Division Chief	DIV/S, STEN
Brad Peterson	Captain	FOB
Eddie Adame	FF/PM	FEMT, FOB (T)
Harley Wallace	Engineer	FEMT
Aaron Do	FF/PM	FEMT
Clinton Pusey	FF/PM	FEMT
Jason Custeau	Engineer	FEMT/ MEDL (T)

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. 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 City 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 CITY 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 City will bill in accordance with the rates established in the salary survey's Average Actual Rates or in the Rate Letter. The City 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 City 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

As of the effective date of this agreement, the equipment and Firefighter pay rates are set forth in Attachment 1 to this AOP, except as noted below.

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.

SUPPORT EQUIPMENT RATES

Government Owned Vehicles

Sedan	\$45.00 per day
Pickup	\$56.00 per day
Van	\$64.00 per day
SUV	\$80.00 per day
Other	\$80.00 per day

Privately Owned Vehicles \$0.51 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, as further amended at 62 FR 45934). The City will submit a draft administrative rate to the FOREST SERVICE for approval.

This City rate during the effective date of this AOP will be: 19.2%

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: 8 %

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 City 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. City 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 City wishes to grant their personnel R & R upon their return to home, the R & R is not compensable under the terms of this agreement.

NON-WILDFIRE INCIDENTS

The City 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 a
last date written below:

William Metz
FOREST SUPERVISOR
William Metz

Keith Till
City Manager
Keith Till

10/31/08
Date

10/10/08
Date