Exhibit A
2009
ANNUAL OPERATING PLAN
FOR COOPERATIVE FIRE PROTECTION AGREEMENT
(FOR IMT MEMBERS & MISCELLANEOUS OVERHEAD)
Between
CLEVELAND NATIONAL FOREST
and
OCEANSIDE FIRE DEPARTMENT

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. Other individuals and/or fire overhead positions may be available for assignments to support the incident. Specific areas to be addressed in this AOP are (1) current 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 This AOP takes effect on January 01, 2009, and will remain in effect until superseded by a new AOP or upon expiration of the agreement.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 Department's Command/Dispatch Center. The resources may be available on an Assistance-by-Hire basis depending on Fire Department'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.

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.

REIMBURSEMENT RATES AND METHODOLOGY

Reimbursement for personnel will be based on personnel rates on file with the California Emergency Management Agency (Cal EMA/OES). Personnel at Battalion Chief rank and below will be reimbursed at 1.5 times the rates in the Cal EMA/OES file. Personnel above the rank of Battalion Chief will be reimbursed at the straight-time rate in the Cal EMA/OES file. All personnel will be reimbursed portal-to-portal.

Reimbursement for equipment will be based upon the CFAA Rate Letter. The protecting agency will provide fuel and lubricants while the equipment is on the incident. The supporting agency will provide fuel and lubricants while the equipment is enroute to the incident and while returning to the home unit.

ADMINISTRATIVE RATE

Either PARTY may assess an administrative charge on reimbursable costs related to this agreement. The Department has three choices for their administrative rate:

- Department rate established according to OMB Circular A-87
- Current CFAA administrative rate
- Current Forest Service burden rate

This DEPARTMENT rate, based on the current rate established for CFAA reimbursements, during the effective date of this AOP will be the administrative rate listed in the current CFAA Rate Letter in effect at the time of dispatch of the Fire Department resources.

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%

WHERE TO SEND REIMBURSEMENT INVOICES

Invoices for services under this agreement must be sent to the following address as appropriate. This address supersedes any invoice mailing address which may be reflected in the existing cooperative agreement.

Address of Forest Service:

USDA Forest Service
Cleveland National Forest
10845 Ranch Bernardo Rd Ste 200
San Diego, CA 92127-2107

Address of Fire Department:

Oceanside Fire Department
300 N. Coast Highway
Oceanside, CA 92054

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.

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.

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:

William Metz

Will Metz
FOREST SUPERVISOR

8/3/09
Date

Terry Garrison
DEPARTMENT CHIEF

7-30-09
Date

Bonnie Harris

Bonnie Harris
FOREST SERVICE GRANTS AND AGREEMENTS SPECIALIST

6/25/09
Date

ANNUAL REVIEW:

IN WITNESS WHEREOF, the PARTIES have completed the annual review of this AOP on the date written below:

Will Metz FOREST SUPERVISOR	Terry Garrison DEPARTMENT CHIEF
Date	Date