FS Agreement No. **10-FI-11050500-058**
Cooperator Agreement No. _____

EXHIBIT B
2010
ANNUAL OPERATING PLAN
FOR COOPERATIVE FIRE PROTECTION AGREEMENT
BETWEEN
MONTAGUE CITY FIRE DEPARTMENT
AND
U.S. FOREST SERVICE
KLAMATH 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). 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, 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. This AOP takes effect as of the date of the last signature and will remain in effect until superseded by a new AOP or upon expiration of the agreement.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.

REFERENCE DPA AT YREKA INTERAGENCY COMMAND CENTER (YICC)

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.

REFERENCE DPA AT YREKA INTERAGENCY COMMAND CENTER (YICC)

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:	***FREQUENCIES WILL BE ASSIGNED BY YICC***		
Tactical Nets:	***FREQUENCIES WILL BE ASSIGNED BY YICC***		

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:	***FREQUENCIES WILL BE ASSIGNED BY YICC***		
Tactical Nets:	***FREQUENCIES WILL BE ASSIGNED BY YICC***		

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

Jasen Vela
Chief
(530) 459-3071

FOREST SERVICE DUTY OFFICER CONTACT

Edward Guzman
Forest Fire Management Officer
(530) 841-4442
(530) 598-4105 (cell)

FOREST SERVICE LINE OFFICER CONTACT

Patricia Grantham
Forest Supervisor
(530) 841-4502
(530) 598-4160 (cell)

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

Department Personnel and Equipment:

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

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. Costs associated with backfill needs are not reimbursable. Reimbursement rates for employees utilized under this agreement are designed to provide financing for backfill needs (this applies to Battalion Chief and below rates only).

There are DEPARTMENT personnel and/or positions that do not require backfill or portal to portal reimbursement. Reimbursement for the use of these personnel will be actual hours worked per day consisting of straight time and overtime as applicable. These "non-firefighter" type personnel are identified with CalEMA as "Unique/Specialized Overhead positions" and should be identified as "support" on all invoices. Appropriate Department or incident forms that identify actual hours worked can be used to support the invoice.

Reimbursement for equipment will be based on the California Fire Assistance Agreement (CFAA) Rate Letter. 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.

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.

For Reimbursement under the terms of this agreement all resource orders must be dispatched and processed by the KLAMATH National Forest Yreka Interagency Command 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.

ADMINISTRATIVE RATE

Either Party may assess an administrative charge on reimbursable costs related to this agreement. The "Overhead Assessment Rate" for the Department will be set by the Forest Service and will remain in effect until updated through the amendment process. The rate for the effective dates of this Annual Operating Plan will be 16.51%.

The "Overhead Assessment Rate" for the Forest Service is published in the Annual Program Direction. The rate for the effective dates of this Annual Operating Plan is 7.1%.

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
Name: Dallas Murray Address: 1312 Fairlane Road City, State, Zip: Yreka, CA 96097-9549 Telephone: (530) 842-6131 FAX: (530) 841-4571 Email: damurray@fs.fed.us	Name: Montague City Fire Department Address: P.O. Box 281 City, State, Zip: Montague, CA 96064-0281 Telephone: (530) 459-5343 FAX: 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.

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:

JASEN VELA, Chief
Montague City Fire Department

5-29-10
Date

PATRICIA A, GRANTHAM, Forest Supervisor
U.S. Forest Service, Klamath National Forest

6·3·2010
Date

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

JANET BOOMGARDEN

5/20/10
Date

U.S. Forest Service Grants & Agreements Specialist

CALIFORNIA EMERGENCY MANGEMENT AGENCY
Fire and Rescue Branch
3650 Schriever Ave
Mather, CA. 95655
Phone (916) 845-8711
Night-Weekends: (916) 845-8911
Fax: (916) 845-8396
E-Mail: OES_Fire@oes.ca.gov

June 2, 2009

TO: **ALL MUTUAL AID RESPONDERS**

SUBJECT: Cooperative Agreement for Local Government Fire Suppression 2009 Rate Letter

Dear Chief:

The following reimbursement rates apply to responses under the terms and conditions of the Agreement for Local Government Fire Suppression Assistance ***(The California Fire Assistance Agreement)*** for the period beginning June 2, 2009.

Personnel Base Rates: These rates ONLY apply if your agency does NOT have rates on file.

- Overhead at or above Strike Team/Task Force Leader: **$13.66** per hour.
- Engine Company and Overhead at or below Strike Team/Task Force Leader (Trainee): **$11.14** per hour.

NOTE: Base Rates are shown at straight time, but will be reimbursed at an overtime rate of time and a half.

Apparatus Rates:

There is a 16-hour maximum allowable charge per 24-hour period from time of dispatch.

GPM	Hourly
0001-1000	$75.00
1001-1250	$90.00
1251-1500	$95.00
1501-2000+	$105.00

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 (3/4 ton & above)

POV Rate:

Privately Owned Vehicles: $.55 per mile

Administrative Rate: 16.51%

If you have any questions or concerns with the 2009 CFAA Rate Letter, please feel free to contact Lori Lopez at (916) 845-8722 or by e-mail at Lori.Lopez@oes.ca.gov.