FS Agreement No. **10-1A-11050700-031**
DoD Agreement No. _____

**Exhibit B**
**2011**
**ANNUAL OPERATING PLAN**
**FOR INTERAGENCY AGREEMENT**
**Between The**
**United States Department of Defense**
**THE UNITED STATES ARMY, FORT HUNTER LIGGETT, CALIFORNIA**
**And The**
**United States Department of Agriculture**
**Forest Service**
**LOS PADRÈS 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, 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 This AOP takes effect as of the date of the last signature and will remain in effect until superseded by a new AOP or upon expiration of the agreement.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 DoD 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 **72** 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.

**FOREST SERVICE DIRECT PROTECTION AREAS –**
**LPF33, LPF34, LPF35, LPF36**
FORT HUNTER LIGGETT AGREES TO AUTOMATICALLY SEND THE FOLLOWING INTO FS DPA WHEN AVAILABLE
**INITIAL ATTACK RESOURCES:**
(1) ENGINE
(1) WATER TENDER
(1) DOZER
(1) CHIEF OFFICER

## DESCRIPTION OF DOD DIRECT PROTECTION AREA (DPA)

The DoD 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 DoD are intermingled or adjacent to lands protected by the U.S. Forest Service.

**FORT HUNTER LIGGETT DIRECT PROTECTION AREAS-**
**FHL1, FHL2, FHL3**
THE FOREST AGREES TO AUTOMATICALLY SEND THE FOLLOWING INTO FHL DPA WHEN AVAILABLE
**INITIAL ATTAC RESOURCES:**
(1) FIRE PREVENTION TECHNICIAN
(1) CHIEF OFFICER
(3) TYPE 3 ENGINES
(1) HAND CREW

## CLOSEST FORCES

The DoD 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.

## AIR OPERATION

FOREST SERVICE helicopters, both contractors and government owned, are cleared to land at the Tusi heliport on FORT HUNTER LIGGETT. Whenever possible, advanced permission will be requested by the LPF ECC for this use. FOREST SERVICE agrees that all government and contractor aircraft will abide by FORT HUNTER LIGGETT approach and departure traffic patterns, unless permission to deviate is obtained from FORT HUNTER LIGGETT Range Control. Contact FORT HUNTER LIGGETT Range Control before entering FORT HUNTER LIGGETT air space. FORT HUNTER LIGGETT Range Control can be contacted on 126.2 VHF. Range Control telephone number is 831-386-2503.

The Post Commander or the Acting Deputy will restrict military use of air space over the fire located on FORT HUNTER LIGGETT lands. After the air space has been restricted, the incident commander will have control of the air space.

## MILITARY AIRCRAFT

In the event of any military aircraft crash within the jurisdiction of the Los Padres National Forest, the Chief or Acting Chief of FORT HUNTER LIGGETT Fire Department may assume command of the crash site upon arrival at the scene. This applies to any aircraft owned or operated by the US military, and any aircraft owned or operated by a foreign military.

## 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 DoD agrees to authorize use by the Forest Service of the following frequencies:

| | | | |
|---|---|---|---|
| **Command Nets:** | FHL Repeat | 163.5375 TX<br>TONES 2, 5, 9 | 165.0625 RX |
| **Tactical Nets:** | FHL Tac 1<br>FHL Tac 2 | 171.7000 TX<br>173.2000 TX | 171.7000 RX<br>173.2000 RX |

These frequencies will be used for fire/emergency only within or adjacent to the DOD's responsibility area.

The Forest Service agrees to authorize use by the DOD of the following frequencies:

| | | | |
|---|---|---|---|
| **Command Nets:** | FN REPEAT<br><br>SN REPEAT | 169.9000 TX,<br>TONES 4, 8, 10, 13<br><br>172.3250 TX<br>TONES 4, 8 | 170.5500 RX<br><br>171.5500 RX |
| **Tactical Nets:** | F3/LP TAC3<br>F4/LP TAC4<br>CREW NET/NIFC TAC2<br>USFS AIR TO GROUND | 170.4750 TX<br>172.3500 TX<br>168.2000 TX<br>170.0000 TX | 170.4750 RX<br>172.3500 RX<br>168.2000 RX<br>170.0000 RX |

These frequencies will be used for fire/emergency only within or adjacent to the Forest Service's responsibility area.

## OPERATIONAL & DUTY OFFICER CONTACTS

DoD DUTY OFFICER CONTACT

**STEPHEN G. SCRUTON**
**CHIEF, FHL FIRE DEPARTMENT**
**831-386-3610**

FOREST SERVICE DUTY OFFICER CONTACT

**MONTEREY RANGER DISTRICT DUTY OFFICERS:**
**TBD, DIVISION CHIEF 1**
**831-596-1698**

**PETER HARRIS, BATTALION CHIEF 11**
**831-601-1893**

**FRANK ZABROWSKI, BATTALION CHIEF 12**
**831-594-9575**

FOREST SERVICE LINE OFFICER CONTACT

**SHERRY TUNE, MONTEREY DISTRICT RANGER**
**831-385-5434 X212**

## ICS QUALIFIED LIST AND IMT PERSONNEL

The list of qualified personnel is maintained by the DoD'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. DoD trainees identified in the IMT Priority Trainee lists are pre-approved. The Forest Service agrees to pay for the DoD's trainees that are pre-approved and/or attached to a Type 1 or Type 2 IMT.

All other DoD trainees that are not pre-approved will be the cost responsibility of the sending unit.

## PAYMENT OF STRUCTURE PROTECTION

For wildfires within the DoD'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 DoD and Forest Service DPAs the cost share agreement should reflect the DOD's structure protection/suppression responsibilities and financial obligation within its jurisdiction.

In situations when the DoD orders additional resources and initiates additional actions beyond the level deemed necessary by the unified command, the DOD is responsible for the costs.

## FACILITIES, EQUIPMENT AND SUPPORT

- REMOTE AUTOMATED WEATHER STATION (RAWS)

FOREST SERVICE agrees to host a National Fire Danger Rating (NFRD) Remote Automated Weather Station (RAWS) and a Micro RAWS on Fort Hunter Liggett. FOREST SERVICE will pay for the yearly maintenance costs for the RAWS. FORT HUNTER LIGGETT agrees to make the Micro RAWS available for joint use projects.

- FACILITIES, Office Space and Barracks

Under Permit Number DACA05-4-08-500 Fort Hunter Liggett agrees to provide the following for (1) 20 person handcrew:

1) office space (Building 307),
2) training room (Building 304 aka EXP-54),
3) a supply cache (Building 302 aka EXP-41), and
4) barracks (Building 132A)

And the following for (1) engine module:

1) office space with barracks (Building 131)

Fort Hunter Liggett Support Agreement W81WAA-08175-101 states that the US Forest Service, Los Padres National Forest will pay actual cost for utilities, building maintenance and repair, also fire and police services.

- SUPPORT, Fuel

Fort Hunter Liggett agrees to provide unleaded gas and diesel at cost to the US Forest Service, Los Padres National Forest. Fort Hunter Liggett sends a monthly DoD Direct Supply Energy Program Bill to DFAS (Defense Finance Accounting Service), who then requests payment from ASC through the IPAC (Intra-Government Payment and Collection) online program/system.

- ROAD MAINTENANCE FOR FIRE ACCESS

FORT HUNTER LIGGETT agrees to provide annual road maintenance for suppression access on the following FOREST SERVICE roads at no cost. Maintenance will consist of surface blading, and reshaping of ditches, lead off ditches and rolling dips. FOREST SERVICE will provide FORT HUNTER LIGGETT an annual road maintenance plan for review.

Before road maintenance begins on FOREST SERVICE roads FORT HUNTER LIGGETT will contact the Division Chief on the Monterey Ranger District. An annual road maintenance meeting will be conducted between the parties and field contacts will be designated from each party to handle day to day operations on road maintenance projects.

| Road Number and Description | Length Miles |
|---|---|
| Rd 20S05.4, 20S05.5, 20S05.6, 20S05.7 South Coast Ridge Road | 27.9 |
| Rd 23S01D Alder Creek Road from Los Burros Road to campground | 1.7 |
| Rd 22S04 Prewitt Ridge Road from Coast Road to campground | 0.9 |
| Rd 22S04A Alms Road to end | 2.3 |
| Rd 20S05.3 Central Coast Ridge Road aka Cone Peak Road | 6.6 |
| Rd 23S01B San Martin Top | 1.8 |
| Rd 23S02.1, 23S02.2, 23S02.3 Plaskett Ridge Road | 5.5 |
| Rd 20S05.F Three Peaks Spur Road | 0.5 |
| Merle Ranch Road to Ranch | 2.0 |
| Rd 21S03 Salsipuedes from Indians Road to Trailhead | 0.5 |
| Rd 19S09G Indians Ranch Road | 0.5 |
| Santa Lucia Memorial Park to Arroyo Seco Trailhead | 0.25 |

## REIMBURSEMENT RATES AND METHODOLOGY

### DOD and Forest Service Personnel and Equipment:

Reimbursable DoD and 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 DoD will be billed for support to incidents that are the jurisdictional responsibility of the DoD.

## ADMINISTRATIVE RATE

Either Party may assess an administrative charge on reimbursable costs related to this agreement, as established by their Department or Headquarter office.

## 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 DoD 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. DoD 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 DoD 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 DoD agrees to refill breathing apparatus bottles when requested by the Forest Service subject to compliance with all laws and policies pertaining to breathing apparatus.

## 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 DoD's input into the development of control objectives, strategy and priorities.

## SUPPRESSION AND DAMAGE COLLECTION

The DoD 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.

## APPROVAL:

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

| | |
|---|---|
| STEPHEN G. SCRUTON<br>FIRE CHIEF, FORT HUNTER LIGGETT | 4-13-2011<br>Date |
| PEGGY HERNANDEZ, FOREST SUPERVISOR<br>U.S. Forest Service, Los Padres National Forest | 8/15/11<br>Date |

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

BONNIE HARRIS — 07/27/11 Date

U.S. Forest Service Grants & Agreements Specialist