

**Exhibit B**  
**2008**  
**ANNUAL OPERATING PLAN**  
**FOR COOPERATIVE FIRE PROTECTION AGREEMENT**  
**BETWEEN**  
**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**SEQUOIA NATIONAL FOREST**  
**THE**  
**UNITED STATES DEPARTMENT OF INTERIOR**  
**BUREAU OF INDIAN AFFAIRS**  
**PACIFIC REGION**  
**AND THE**  
**TULE RIVER INDIAN TRIBE**

**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.

**CLOSEST FORCES**

The TRIBE 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 FOREST SERVICE agrees to authorize use by the TRIBE of the following frequencies:

<b>Name:</b>	<b>Frequencies:</b>		
SQF CH. 1	TX 168.675	RX 168.675	(tone 8)
SQF CH. 2	TX 170.575	RX 168.675	Repeater
SQF CH. 3	TX 168.775	RX 168.775	(tone 8)
SQF CH. 4	TX 170.600	RX 168.775	Repeater
Air to Ground	TX/RX 170.000		
TAC 1	TX/RX 168.050		
TAC 3	TX/RX 168.600		

These frequencies will be used for fire/emergency only within or adjacent to the FOREST SERVICE'S responsibility area.

### **AGENCY REPRESENTATIVES**

It is mutually agreed that any agency providing resources may at its own discretion, request an agency representative who will be ordered and paid for by the protecting agency. Any support staff required by an agency representative will be mutually agreed to and ordered by the protecting agency, or will be considered a voluntary contribution.

### **NOTIFICATION**

At times during high fire activity; Sacramento BIA may send Wildland Fire Prevention Specialists and or Investigators to the reservation. CCICC will make notification to those resources of all wildland fires on the reservation. CCICC will contact the DOI Coordinator at Southern California Geographic Area Coordination Center and or the Sacramento BIA FMO of fires lasting longer than 24 hours, and when commitment of resources reaches critical levels as to put stress on the local units.

### **SHARED OVERHEAD**

It is mutually agreed to share overhead to perform facilitation coverage for the other. The coverage would be temporary and be considered a voluntary contribution unless it is the result of a local fire emergency.

### **AFTER ACTION REVIEW**

Upon request of an appropriate federal line officer or tribal chairman a “after action review” (critique) may be initiated for any fire escaping initial attack to obtain information that may enhance the administration of the Agreement or AOP. Any such critique should involve members of the incident command and general staff, and officers from each involved protection units. The appropriate next higher level officer of each agency may also be invited to participate in or facilitate the critique.

### **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 TRIBE 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.

### **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 TRIBE 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. .

### **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. TRIBE 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 TRIBE wishes to grant their personnel R & R upon their return to home, the R & R is not reimbursable under the terms of this agreement.

### **AIR BOTTLE SUPPORT**

The Forest Service agrees to refill self contained breathing apparatus (SCBA) bottles when requested by the Tribe subject to compliance with all laws and policies pertaining to breathing apparatus.

### **NON-WILDFIRE INCIDENTS**

The TRIBE 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.

## **BURNING AND CAMPFIRE PERMITS**

In accordance with current instructions, permits for campfire (CDF form LE-63), dooryard premises burning (CDF form LE-62), and other burning (CDF form LE-5) (except vegetation management program and brushland conversion burning (CDF form LE-7) on State Responsibility lands in Federal Agency DPAs will be issued by the Federal Agency or local fire protection district personnel authorized to do so by the Director of CDF. If both PARTIES' personnel are authorized to issue campfire and burning permits by CDF, both PARTIES agree to issue burning and campfire permits for each others DPAs. Both PARTIES agree to notify one another when burn permits are issued. Fire Restrictions, Red Flag or other situations that may affect the safe execution of campfire and/or burn permits will be shared by each PARTY.

## **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.

## **WILDLAND FIRE SITUATION ANALYSIS (WFS)**

FOREST SERVICE policy requires that a "Wildland Fire Situation Analysis" (WFS) be completed by the TRIBE for all fires on or threatening FOREST SERVICE administered lands that have escaped initial attack. The procedure requires the FOREST SERVICE to participate in developing incident objectives for the suppression action. The FOREST SERVICE agrees to provide assistance in the preparation of the "WFS" in addition to the development of the incident objectives. The FOREST SERVICE Line Officer or his/her representative will approve

the completed "WFSA" and will review accuracy of incident objectives on a daily basis. The TRIBE agrees to notify the FOREST SERVICE Line Officer or Duty Officer if an incident will require a "WFSA".

### **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.

### **FISCAL PROVISION**

The FOREST SERVICE and the TRIBE will abide by the direction outlined in the Cooperative Fire Protection Agreement #04-F1-11051345-004. The FOREST SERVICE will bill for lookout services (Mule Peak) on an annual basis, based on September's financial statement, prior to June 1<sup>st</sup>.

### **CHANGES DURING THE YEAR**

Any long term changes in the fire protection organizations which will directly affect the protection level of lands assigned to the direct protection of another unit under this AOP requires notification to the affected agencies.

### **COOPERATING AGENCY LISTINGS:**

Sequoia National Forest  
Brent Skaggs  
Forest FMO  
(559) 784-1500 x1120  
Cell 559-280-1744  
Fax: (559) 781-2504  
[bskaggs@fs.fed.us](mailto:bskaggs@fs.fed.us)

Bureau of Indian Affairs, Pacific Region  
Ron Recker  
Region FMO  
(916) 978-6065

Tule River Indian Tribe  
Shane Santos  
Department Chief  
(559) 784-0124  
Fax: (559) 784-2134

**APPROVAL:**

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

\_\_\_\_\_  
Tina J. Terrell  
Forest Supervisor  
Sequoia National Forest

\_\_\_\_\_  
NIEL PEYRON  
Chairman  
Tule River Tribal Council

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date