FS Agreement No. **11-FI-11050700-018**
Cooperator Agreement No. **N/A**

Exhibit B
2012
ANNUAL OPERATING PLAN
FOR COOPERATIVE FIRE PROTECTION AGREEMENT
Between
VENTURA COUNTY FIRE DEPARTMENT
and
U.S. Forest Service
LOS PADRES 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, 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 This AOP takes effect as of the date of the last signature and will remain in effect until superseded by a new AOP or upon expiration of the agreement.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 **12** 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 (as identified in the CFMA).

The Department agrees to automatically send initial attack resources, if available, to fires occurring in the following areas (see attached map):

Los Padres Response Areas "514,517, 518BR"

Department Initial Attack Resources- Yearlong	**Response Level**
1 Chief Officer	ALL
5 Engines (minimum 2 Type III)	ALL
1 Water Tender	ALL
1 Dozer	ALL
The Department's response will be limited to the area accessible by road	

Los Padres Response Areas "55, 56, 57, 58, 59, 511"

Department Initial Attack Resources- Yearlong	**Response Level**
1 Chief Officer	ALL
2 Type III Engines	ALL
1 Water Tender	ALL
1 Dozer- stage at Matilija Canyon and Highway 33	ALL

Los Padres Response Areas "515, 516, 521HMR"

Department Initial Attack Resources- Yearlong	**Response Level**
1 Chief Officer	ALL
5 Engines (minimum 2 Type III)	ALL
1 Water Tender	ALL
1 Dozer- stage at Ventura County Station 27	ALL

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.

The Forest Service agrees to automatically send initial attack resources, if available, to fires occurring in the following areas (see attached map):

Ventura County Response Areas "519VNC, 520VNC, 522VNC, 523VNC, VNC6"

Forest Initial Attack Resources- Yearlong	**Response Level**
1 Chief Officer	ALL
1 Fire Prevention Technician	ALL

Forest Initial Attack Resources- Budgeted Fire Season	**Response Level**
1 Chief Officer	ALL
1 Fire Prevention Technician	ALL
5 Type III Engines	ALL
1 Water Tender	ALL

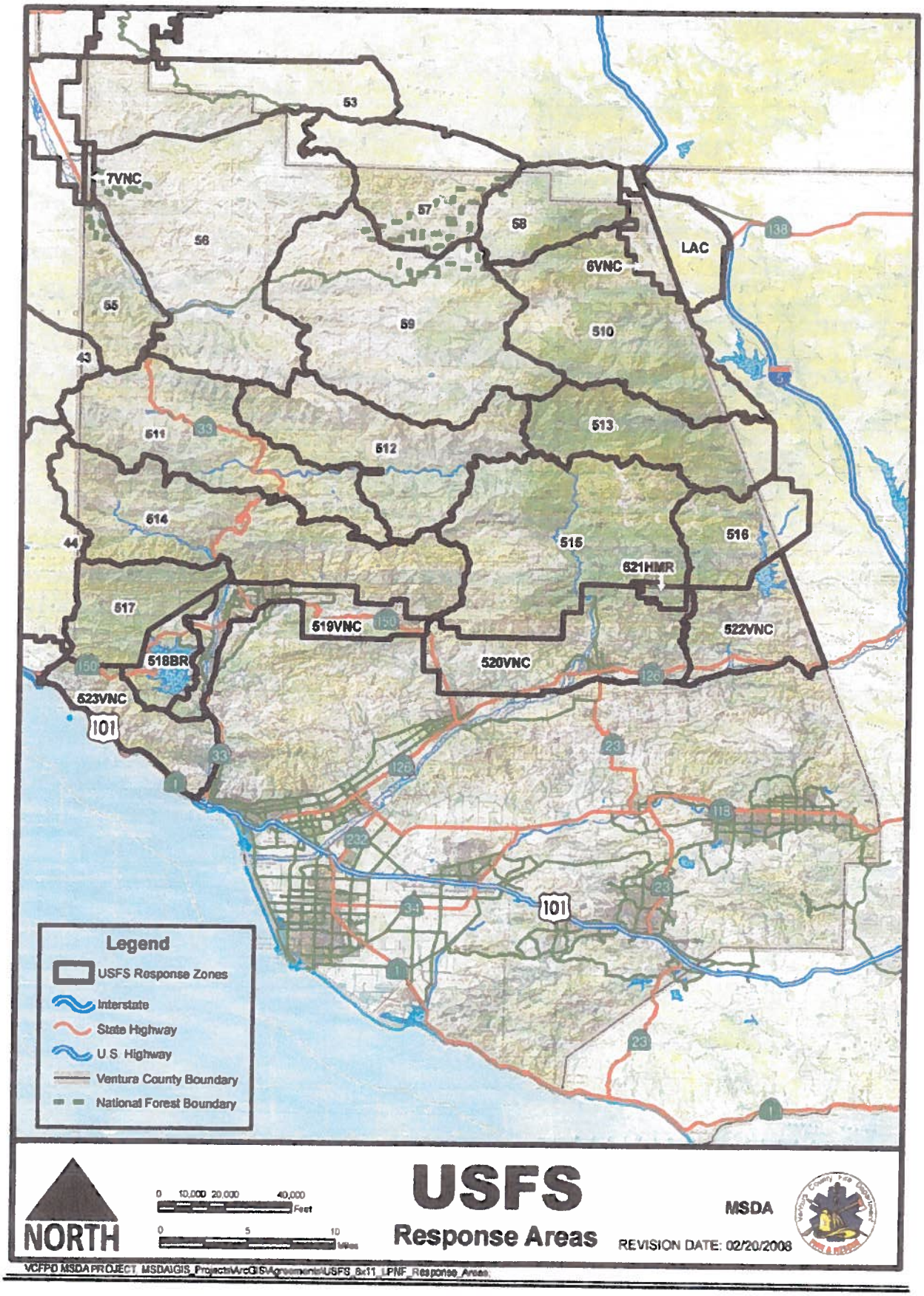
Ventura County Response Area "VNC7 (Burges Canyon)"

Forest Initial Attack Resources- Yearlong	**Response Level**
1 Chief Officer	ALL
1 Fire Prevention Technician	ALL

Forest Initial Attack Resources- Budgeted Fire Season	**Response Level**
1 Chief Officer	ALL
1 Fire Prevention Technician	ALL
5 Type III Engines	ALL
1 Water Tender	ALL
Air Resources Authorized- Normal LPF Response Area LP55	ALL

Ventura County Response Area "Station 27"

Only LPF Engine 54 or a cover engine will respond to wildland fire incidents in Fire Station 27 Response Area upon request.


53
7VNC
57
58
56
LAC
6VNC
55
59
510
43
511
512
513
514
44
515
516
521HMR
517
519VNC
522VNC
518BR
520VNC
523VNC
101
Legend
USFS Response Zones
Interstate
State Highway
U S Highway
Ventura County Boundary
National Forest Boundary
NORTH
0 10,000 20,000 40,000 Feet
0 5 10 Miles
USFS
Response Areas
MSDA
REVISION DATE: 02/20/2008
VCFPD MSDA PROJECT MSDA\GIS_Projects\VcGIS\Agreements\USFS_8x11_LPNF_Response_Areas

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. 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:	155.0550 **TX** Tone 82.5 155.8350 **TX** Tone 79.7 158.8050 **TX** Tone 85.4 154.7250 **TX** Tone 186.2	155.0550 **RX** Tone 82.5 154.3250 **RX** Tone 79.7 153.8750 **RX** Tone 85.4 155.9850 **RX** Tone 186.2	**Name:** Dispatch 1 **Name:** Command 2 **Name:** Command 5 **Name:** Command 8
Tactical Nets:	153.9500 **TX** Tone 167.9 154.0250 **TX** Tone 167.9 153.8300 **TX** Tone 167.9 154.2350 **TX** Tone 167.9	153.9500 **RX** Tone 167.9 154.0250 **RX** Tone 167.9 153.8300 **RX** Tone 167.9 154.2350 **RX** Tone 167.9	**Name:** Tactical 3 **Name:** Tactical 6 **Name:** Tactical 9 **Name:** Air to Ground

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:	169.9000 **TX** 172.3250 **TX**	170.5500 **RX** 171.5500 **RX**	**Name:** Forest Net **Name:** Service Net
Tactical Nets:	170.4750 **TX** 172.3500 **TX** 167.4750 **TX** 168.6375 **TX**	170.4750 **RX** 172.3500 **RX** 167.4750 **RX** 168.6375 **RX**	**Name:** Forest Net 3 **Name:** Forest Net 4 **Name:** Air to Ground (P) **Name:** Air to Ground (S)

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

Fire Communications Center
805-388-4729
Ask for Duty Chief

FOREST SERVICE DUTY OFFICER CONTACT

Carolyn Landon
Ojai Division Chief
805-646-4348 x321

Michael Strawhun
Ojai Battalion Chief
805-646-4348 x324

Tony Ayala
Ojai Battalion Chief
805-646-4348 x329

(Vacant)
Deputy Fire Management Officer
805-968-6640 x722

John Abell
Mt Pinos Division Chief
661-245-3731 x231

Derek Steidley
Mt Pinos Battalion Chief
661-245-3731 x230

Richard Sandoval
Mt Pinos Battalion Chief
661-245-3731 x235

Anthony Escobar
Fire Management Officer
805-968-6640 x741

FOREST SERVICE LINE OFFICER CONTACT

Sue Exline
Ojai District Ranger
805-646-4348 x307

Peggy Hernandez
Forest Supervisor
805-968-6640 x733

Erik Van Walden
Mt Pinos District Ranger
661-245-3731 x224

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. The Forest Service and the Department agree to preapprove and pay for each other's Strike Team Leader Engine (STEN) trainees.

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 (non-aviation)

Department Personnel and Equipment:

Reimbursement for personnel will be based on personnel rates on file with the California Emergency Management Agency (Cal EMA) at the time of the incident and reimbursement methodologies outlined in the California Fire Assistance Agreement (CFAA).

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. Actual costs associated with backfill needs are not reimbursable. Reimbursement rates and methods under the CFAA are designed to provide financing for backfill needs.

Personnel that routinely respond to emergencies (Chief Officers, Company Officers, and Firefighters) will be reimbursed portal to portal for time committed to the incident. All other personnel (civilian) will be reimbursed for actual time worked on the incident unless there is a MOU or governing body resolution that dictates the specific position is to be reimbursed portal to portal for the time committed to an emergency incident. The MOUs or resolutions must not be contingent on this agreement or executed on the sole basis that there is reimbursement from

the federal or state agency. Firefighters also include crew members, helicopter pilots and dozer operators.

Reimbursement for equipment will be based on the CFAA Rate Letter applicable at the time of the incident. 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.

Organized Emergency Crew resources including Type 1 and 2 crews, fuels crews, and flight crews will be reimbursed at actual hours worked per day based on reimbursement methodologies outlined in the CFAA unless labor agreements otherwise specify. Rates for these crews will be developed, agreed to in advance and published annually herein.

An Administrative Rate can be added to the total of the personnel, support equipment, and other approved reimbursements. The current standard Administrative Rate is 10% unless the Department has submitted an agency specific administrative rate to Cal EMA under the CFAA. The rate on file with Cal EMA at the time of the incident will be used.

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 LOS PADRES National Forest Emergency Communication 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.

The Administrative Rate for the Forest Service is published in the agency's Annual Program Direction.

REIMBURSEMENT RATES AND METHODOLOGY (aviation)

Federal Excess Property Program (FEPP) Equipment

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 operating costs that include maintenance, fuel, oil, etc. Charges may not include amortization, depreciation, replacement costs, modification, start-up costs, or related charges.

Aircraft

Flight and stand-by rates for aircraft will be developed, agreed to in advance, and published annually herein, utilizing the rates and/or methodology utilized by the California Department of Forestry and Fire Protection (CAL FIRE). Assistance by Hire rates and reimbursements for aircraft will be based on the following guidelines:

1. Fixed Wing

Reimbursements will be based on aircraft rate which includes pilot costs. The Air Tactical Group Supervisor ("ATGS") will be itemized separately. ATGS Stand-by rates will be determined based on personnel costs.

2. Helicopter

Reimbursement will be based on CAL FIRE Type 2 helicopter rate (same CAL FIRE UH-1H Super-Huey specification and cost basis) which includes pilot costs. Helitack crew with Helitender, Fuel Truck and chase vehicle (e.g. 1-Ton Pickup) will be itemized separately. Flight Crew and Crew Carrying Vehicle (CCV) will also be itemized separately. The Department will submit reimbursement rates for each of its helicopters to the Forest and Region for review and approval. Once accepted, these rates will become a part of the AOP.

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
Los Padres National Forest Attn: Anthony Escobar 6755 Hollister Avenue, Suite 150 Goleta, CA 93117 805-968-6640 FAX: 805-961-5729 aescobar@fs.fed.us	Ventura County Fire Department Attn: Accounts Payable 165 Durley Avenue Camarillo, CA 93010 805-389-9710 FAX: 805-388-7392 Email: n/a

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.

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 other's 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 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 net 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:

MARK LORENZEN, Fire Chief Ventura County Fire Department	8/22/12 Date
PEGGY HERNANDEZ, Forest Supervisor U.S. Forest Service, Los Padres National Forest	8/27/12 Date

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

TERESA M. PORTER — Date: 8/13/2012

U.S. Forest Service Grants Management Specialist

ACTIVITY RECORD

FOREST SERVICE, REGION 5
LOCAL COOPERATIVE FIRE AGREEMENT

AGREEMENT NO: 11-F1-11050700-018 **DEPARTMENT:** VENTURA COUNTY FIRE DEPARTMENT

Date and Time Departed: _____ / _____ hrs.	**Return Date and Time:** _____ / _____ hrs.

DISPATCH INFORMATION

Incident Name:	_____	Reporting Location	_____
Incident Number:	_____	Incident Code:	_____
Resource Order Number		Reporting Date/Time:	

PERSONNEL INFORMATION

Dates of Services	*Request Number*	*Payroll Name(s)*	*ICS Position*	*Total Hours to be reimbursed*

APPARATUS/EQUIPMENT/VEHICLE INFORMATION

Dates of Services	*Type of Apparatus / Module* Engine, Water Tender, Dozer, Crew or Other	*Strike Team #*	*Apparatus or Vehicle #*	*Vehicle Category* Sedan SUV Van PU 2x4 4x4	*Vehicle Information* POV or Rental Company	*Total Mileage Or Operating Hours*

Signature of Authorizing Officer For Department: _____

Date Signed: _____

Approved by
IC or FSC:
_____

Date: _____

Form Distribution:

Original: Local Government Agency
(Attach to Dept invoice/bill)
Copy: **Incident Management Team**
Finance Section