FS Agreement No. 11-IA-11051345-004
DOD Agreement No. N47609-110314-N30-MAA

Exhibit B
2013
ANNUAL OPERATING PLAN
FOR INTERAGENCY AGREEMENT
Between
United States Department of Defense
COMANDER, NAVY REGION SOUTHWEST
NAVAL AIR WEAPONS STATION CHINA LAKE
FIRE AND EMERGENCY SERVICES
And
United States Department of Agriculture
Forest Service
SEQUOIA 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 This AOP takes effect as of the date of the last signature and will remain in effect until superseded by a new AOP or upon expiration of the agreement.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 **NOT APPLICABLE** 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.

Any lands under the direct protection of the U.S. Forest Service.

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.

Any lands under the direct protection of the China Lake Fire Department.

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.

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:	**RX 141.9500** **TX 140.0250**		
Tactical Nets:	**NOT AVAILABLE**		

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:	**SEE EXHIBIT C**		
Tactical Nets:	**SEE EXHIBIT C**		

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
BRUCE CARGAL
NAVY REGION SOUTHWEST DISPATCH
916-524-6999

FOREST SERVICE DUTY OFFICER CONTACT
BRENT SKAGGS, FOREST CHIEF FIRE MANAGEMENT OFFICER
559-784-1500 x 1120
Steve Phillips, ECC Chief
559-782-3120 x 720

FOREST SERVICE LINE OFFICER CONTACT
KEVIN B. ELLIOTT, FOREST SUPERVISOR
559-784-1500 x 1111

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.

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.

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:

D.A. LAZAR CAPT USN, Commanding Officer Naval Air Weapons Station China Lake	15 AUG 2013 Date
E.R. PIERCY, Regional Fire Chief Fire & Emergency Services Navy Region Southwest	4 SEP 13 Date
KEVIN B. ELLIOTT, Forest Supervisor U.S. Forest Service, Sequoia National Forest	13 AUG 2013 Date

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

TERESA M. PORTER — 7/24/2013 Date

U.S. Forest Service Grants Management Specialist

ANNUAL REVIEW:

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

D.A. LAZAR, CAPT USN, Commanding Officer Naval Air Weapons Station China Lake	Date
E.R. PIERCY, Regional Fire Chief Fire & Emergency Services Navy Region Southwest	Date
KEVIN B. ELLIOTT, Forest Supervisor U.S. Forest Service, Sequoia National Forest	Date

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

TERESA M. PORTER Date

U.S. Forest Service Grants Management Specialist

EXHIBIT C
FEDERAL FREQUENCIES AUTHORIZED FOR USE

SQF FREQUENCIES *NOTE: we have gone to narrow band radios

Channel 1	Emergency	168.675	Tone 8
Channel 2	Emergency	170.575 TX	168.675 RX
Channel 3	Fire 1 Forest Net	168.775 TX	168.775 RX
Channel 4	Fire 1 Forest RPTR	170.600 TX	168.775 RX
Channel 5	Inter Squad	168.200	
Channel 6	Air to Ground	170.000	
Channel 5	Administrative	168.175	
	SQF Air Tactics	169.150	
	VHF	135.975	
	Air Guard	168.625	
	Zone Net	315.525 RX	311,525 TX
	Service Net	172.400 TX	171.500 RX
	Flight Following	168.650	
	R-2508 Cross Talk	168.625	Tone 2
	Air Tanker Base	123.975	

SQF TONE REPEATER DESIGNATION

Delilah	Tone 1	110.9	West part of HLRD
Buck Rock	Tone 2	123.0	East part of HLRD
Mule Peak	Tone 3	131.8	Tule Reservation, HSRD Johnsondale, east side of TRRD
Baker Point	Tone 4	136.5	Kern Valley to Johnsondale And HSRD
Oak Flat	Tone 5	146.2	Lower Kern canyon, front Country
Piute	Tone 6	156.7	South and east side of Piutes, Kern Valley, Kelso Valley
Chimney Peak	Tone 7	167.9	Kern Valley to Black Rock East side of CMRD, Kern Plateau, Kelso Valley
Jordan Peak	Tone 8	103.5	TRRD, Balch Peak, Blue Ridge, Porterville
Sherman Peak	Tone 9	100.0	Kern Plateau, Johnsondale Tule River back country
Tobias Peak	Tone 10	107.2	HSRD, Glenville
Breckenridge	Tone 11	114.8	Kern Valley, front country
Parkridge	Tone 12	127.3	HLRD
Olancha	Tone 14	151.4	South Sierra & Dome land wilderness