

**COOPERATIVE FIRE PROTECTION AGREEMENT
BETWEEN
SAN BERNARDINO NATIONAL FOREST
AND
REDLANDS CITY FIRE DEPARTMENT**

THIS COOPERATIVE FIRE PROTECTION AGREEMENT is made and entered into by and between the USDA Forest Service, San Bernardino National Forest, hereinafter referred to as the FOREST SERVICE, and the Redlands City Fire Department, hereinafter referred to as the DEPARTMENT and jointly referred to as PARTIES under the authority and provisions of the Reciprocal Fire Protection Act of May 27, 1955 (42 USC 1856), the Stafford Act, Public Law 93-288 as amended (42 USC 5121 et. seq.), the Granger-Thye Act of April 24, 1950 (16 USC 572), and the Cooperative Funds and Deposits Act of Dec 12, 1975 (16 USC 565a1-3).

I. PURPOSE

The purpose of this Agreement is to provide for cooperation in the prevention, detection and suppression of wildland fires within the protection areas of PARTIES signatory to this Agreement. This Agreement describes the conditions in which "mutual aid" periods are established to provide resources to each other on a non-reimbursable basis. This Agreement also describes the conditions of "Assistance by Hire" on a reimbursable basis.

It is also meant to provide overhead personnel for Federal Incident Management Teams and miscellaneous overhead resources.

The Agreement also provides for cooperation in fuels treatments and prescribed burning within the protection areas of the PARTIES signatory to this Agreement.

II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS

The FOREST SERVICE and DEPARTMENT have responsibilities for prevention and suppression on lands administered by each agency, on private lands, and on other lands for which both parties have assumed fire management responsibilities through authorized agreements.

As both PARTIES maintain prevention, detection and suppression forces to protect areas each is responsible for, it is mutually advantageous and in the public interest for the parties to this Agreement to coordinate and assist in each other's efforts in prevention, detection, and suppression of wildland fires in and adjacent to their areas of responsibility. It is also mutually advantageous for both PARTIES to provide support and participate in non-fire emergencies of national scope.

III. DEFINITIONS See Exhibit A.

IV. GENERAL PROVISIONS

1. **ANNUAL OPERATING PLANS** 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 made a part of this Agreement.
2. **RECIPROCAL FIRE PROTECTION (MUTUAL AID)** As deemed appropriate, the PARTIES will establish reciprocal initial attack areas for lands of intermingled or adjoining protection responsibilities. Within such areas a Supporting PARTY will, upon request or voluntarily, take initial attack action in support of the Protecting PARTY. 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 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. Reciprocal initial attack will follow the guidelines specified in the attached AOP.
3. **ASSISTANCE BY HIRE** Assistance by Hire is the provision of fire suppression resources, by one PARTY to another, on a reimbursement basis. All requests to hire fire protection assistance must be clear and precise and shall be processed and recorded through the dispatching systems of the PARTIES. Requests not processed in this manner will not be reimbursable. Personnel, equipment, supplies or services provided by the Supporting PARTY and essential to filling the resource order, which are necessary and reasonable, shall be considered as reimbursable as Assistance by Hire. The DEPARTMENT may provide out-of-state assistance to the FOREST SERVICE when requested. Such assistance will be Assistance-by-Hire unless otherwise specified as mutual aid in the AOP pursuant to this agreement.

Except for Mutual Aid, all requests for fire suppression assistance in either PARTY'S DPA shall be Assistance by Hire. Any other resources provided by a supporting PARTY, and not specifically ordered by the protecting PARTY, shall be considered a voluntary contribution.

4. **INDEPENDENT ACTION** Except as otherwise described in the AOP, any party on its own initiative and without reimbursement may go upon lands protected by the other PARTY to suppress wildfires, if the fire is a threat to property within that PARTY'S protection responsibility. In such instances, the PARTY taking action will promptly notify the protecting PARTY.

If either PARTY takes action on a fire independently, the Supporting PARTY will furnish the Protecting PARTY a preliminary report (oral) within 24 hours of the action taken and a written incident report with 10 days.

5. **CLOSEST FORCES** The PARTIES agree to aggressively pursue initial attack plans that utilize "Closest Forces" wherever appropriate, and to identify preplanned initial attack areas

within their respective jurisdictions. This philosophy dictates that the closest available resources, regardless of ownership, shall be utilized initially. The emphasis to get the closest resources to respond to initial attack fires is in the best interest of all PARTIES.

6. **NOTIFICATIONS** Each PARTY will promptly notify the Protecting PARTY of fires burning on or threatening lands for which that PARTY has protection responsibility. When taking action, the Supporting PARTY will, as soon as possible, notify the Protecting PARTY in accordance with the AOP; detailing what equipment and personnel have been dispatched to the incident location.
7. **BOUNDARY LINE FIRES** Boundary line fires will be the initial attack responsibility of the Protecting PARTIES on either side of the boundary. Neither PARTY will assume the other is aware of the fire, or is taking action. The officer-in-charge who arrives first at the fire will act as Incident Commander. When both PARTIES have arrived it will be mutually agreed to the designation of the Incident Commander or the initiation of a Unified Command Structure.
8. **COST SHARING** On multi-jurisdictional incidents and incidents which threaten or burn across direct protection boundaries, the PARTIES will jointly develop and execute a written cost share Agreement which describes a fair distribution of financial responsibilities. Billing timeframes are dictated by the cost share agreement. These timeframes supercede the billing timelines identified in Clause 16.
9. **COMMUNICATION SYSTEMS** The PARTIES agree to share the use of communication systems, radios and radio frequencies for the execution of this Agreement. Sharing of frequencies must be approved only by authorized personnel for each PARTY and documented in the AOP.
10. **FACILITIES, EQUIPMENT AND SUPPORT** The PARTIES may procure, loan, lease, share or exchange facilities, equipment and support services. This may include, but is not limited to, such things as dispatch centers, training facilities, administrative offices, fire stations, air attack bases, lookouts, warehouses, vehicles, fire equipment, remote automated weather stations, lightning "detection" equipment and communications equipment. AOPs may outline conditions for specific situations. Whenever it has been mutually agreed, fees for such use, as might be found in special use permits or other similar documents, may be waived. Any operational costs required for such proposed use may be shared and reimbursed by the using PARTY. Any shared cost or reimbursements will be governed in accordance with the existing policy of each PARTY.
11. **JOINT PROJECTS** The PARTIES may jointly conduct appropriate mutual interest projects to maintain or improve the fire protection capability of the PARTIES. Such projects will be properly documented, with the objectives of each undertaking and the role each PARTY will play in accomplishing that objective fully explained. Anticipated cost and the amount of each PARTY'S share of the cost will be shown and itemized.

12. **REPLACEMENT OF FIRE SUPPLIES** Replacement of PARTY-owned supplies that are lost, damaged, or expended may be re-supplied at the incident prior to demobilization and according to established procedures.
13. **DETERMINATION OF CAUSE AND PRESERVATION OF EVIDENCE** The PARTIES will attempt to protect the point of origin of the fire and evidence pertaining to the fire cause. On initial attack actions, the PARTY taking the action is responsible to gather and preserve evidence and information pertaining to the origin and cause of the fire. To the extent permitted by applicable County, State and Federal laws, the PARTIES will cooperate to jointly investigate wildland fires of mutual interest and provide the appropriate jurisdictional PARTY with investigation files relative to specific fires.
14. **TRAINING** The PARTIES will cooperate to insure that jointly provided training will produce safe and effective fire and aviation programs. The intent is to provide high quality training that will minimize training costs by sharing of resources, standardization of courses, improve firefighting efficiency and safety. Training also includes participation of fire team members at annual Incident Management Team meetings so members can maintain competency for their specific positions. Each PARTY will bear the cost of training for their respective employees unless specifically addressed in the AOP.
15. **FIRE TRAINING CENTERS** The PARTIES to this Agreement agree to reimburse (or bill) the other PARTY for fire training rendered at PARTY'S training center(s). Billing and reimbursement procedures for this training will use the process identified at the respective fire training facility. Reimbursement and billing arrangements for the rent of either PARTY'S training facilities is also considered part of this Agreement and billings will also be processed as identified by each training facility.
16. **BILLING PROCEDURES** The Supporting PARTY will bill the Protecting PARTY for costs incurred for assistance provided and identified as reimbursable. Reimbursable costs may also include transportation, salary, benefits, overtime, and per diem of DEPARTMENT personnel assigned to FOREST SERVICE Incident Management Teams and miscellaneous overhead assignments. Rates and conditions of use for the equipment and personnel will be mutually agreed to and documented in the AOP. The costs of "backfilling" employees of either PARTY into local home unit positions for personnel that have been mobilized to incidents are not reimbursable.

PARTIES shall submit a bill within 90 days of the incident.

PARTIES must use their own invoice for billing under this Agreement to avoid any confusion with other services that may have been ordered under other agreements(s). **For the purpose of this Agreement, OES F-42 is not an acceptable support document.** Invoices must identify Supporting PARTY name, address, and Taxpayer Identification Number (DEPARTMENT only), fire name, order and request number, and bill number and amount. Invoice supporting documentation must include description of services performed, period of services performed, and any applicable cost share agreements. Supporting documentation will itemize details of billing,

listing personnel, equipment, travel and per diem, aircraft, supplies and purchases as approved in the attached AOP. It will also include itemized deductions for fuel, oil, maintenance and repair of equipment. DEPARTMENT invoices will include "Record of Activities" (FSLA-5) and FOREST SERVICE invoices will include transaction register.

The applicable administrative rate may be applied to reimbursement billing utilizing Office of Management and Budget's, "Cost Principles for State, Local, and Indian Tribal Governments" OMB Circular A-87 (60 FR 26484, dated May 17th, 1995). Applicable administrative rates must be approved and identified in the attached AOP.

Invoices for services under this agreement must be sent to:

Albuquerque Service Center
% Incident Business - Cooperative Agreements
101 B Sun Ave. NE
Albuquerque, NM 87109

Address of Fire Department:

Redlands City Fire Department
P.O. Box 3005
Redlands, CA 92373

All bills will have a payment due date 30 days upon receipt by the FIRE DEPARTMENT or FOREST SERVICE.

Contested Billings: Written notice that a bill is contested will be mailed to the PARTY within 60 days of receipt of the invoice and will fully explain the contested items. Contested items will be resolved no later than 60 days following receipt of the written notice. PARTIES are responsible for facilitating resolution of contested billings.

17. **FIRE PREVENTION** PARTIES agree to share responsibilities and materials for fire prevention activities. Materials may include posters for display in public buildings, businesses and the like. PARTIES will share responsibility for fire prevention and rural fire safety presentations and demonstrations.
18. **FIRE RESTRICTIONS AND CLOSURES** PARTIES will coordinate declarations, such as fire season, fire restrictions and closures, within each PARTY'S policy and procedures.
19. **PRESCRIBED FIRE AND FUELS MANAGEMENT** This AGREEMENT is meant to cover the cooperation and use of resources for the purposes of Prescribed Fire and Fuels Treatments. The PARTIES may cooperate in the development and implementation of Prescribed Fire plans. Mutually beneficial projects may be at no cost or Assistance by Hire where appropriate. In the event a wildfire results from Prescribed Burning operations, responsibility and accountability for the cost of suppression rest with the PARTY that has authority for igniting the burn as identified

in the Rx Burn Plan. Each PARTY will keep the other PARTY informed of all Prescribed Fire operations.

20. **NATIONAL EMERGENCIES** The PARTIES to this Agreement may respond upon request to Nationally declared emergencies providing there are no statutory prohibitions against such use. Legal citations for this use are not outlined in this Agreement and therefore reimbursement provisions may be different than what is described herein.
21. **EMPLOYMENT POLICY** Employees of the parties to this Agreement shall at all times be subject only to the laws, regulations, and rules governing their employment, regardless of incident location, and shall not be entitled to compensation or other benefits of any kind other than specifically provided by the terms of their employment.
22. **EXAMINATION OF RECORDS** Each PARTY shall give the other, or their authorized representative, access to, and the right to examine all records, books, papers and documents related to this Agreement. PARTIES shall make supporting documents available for a period of 3 years after final payment.
23. **PREVIOUS AGREEMENTS CANCELED** This Agreement supersedes and cancels any prior Cooperative Fire Protection Agreement between the PARTIES.
24. **FUNDING LIMITATION** Nothing herein shall be considered as obligating either PARTY to expend, or as involving either PARTY in any contract or other obligation for the future payment of, money in excess of funding approved and made available for payment under this Agreement and any modification thereto.
25. **MODIFICATIONS** Modifications to this Agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being made.
26. **NATIONAL INTERAGENCY INCIDENT MANAGEMENT SYSTEM** The PARTIES to this Agreement will operate under the concepts defined in the National Interagency Incident Management System (NIIMS) including: Incident Command System (ICS), qualifications system, certification system, training system, the management of publications, and participate in the review, exchange, and transfer of technology as appropriate for providing qualified resources, and for the management of incidents covered by this Agreement.
27. **FIREFIGHTER & OVERHEAD QUALIFICATIONS** FOREST SERVICE agrees to send qualified personnel who meet all the position requirements specified in FSH 5109.17 (meets or exceeds PMS 310-1) to any DEPARTMENT incident. The DEPARTMENT agrees to send qualified personnel who meet the training and qualification standards specified in National Wildfire Coordinating Group's (NWCG) PMS 310-1 to any FOREST SERVICE incident, IMT assignment or overhead request.

28. **PERSONAL PROTECTIVE EQUIPMENT** The PARTIES agree to provide their respective responding personnel with approved personal protective equipment (PPE) suitable for the assignment. In the case of FOREST SERVICE resources, NFPA standards apply in wildland fire situations. In the case of DEPARTMENT resources NFPA or CAL OSHA, title 8 specifications meet the requirement. At no time will personnel respond without the approved PPE.
29. **LAW ENFORCEMENT** Law enforcement efforts shall be coordinated to the maximum extent possible, at all levels by all PARTIES. The PARTIES shall render mutual assistance in law enforcement activities and the gathering of evidence, and in actual court prosecutions to the fullest extent practicable.
30. **EQUIPMENT** Equipment owned and used by either PARTY to suppress fires on lands for which the other is responsible shall normally be operated, serviced, and repaired by the owning PARTY. Fuel, lubricants, and maintenance are the fiscal responsibility of the Supporting PARTY. Special rates for Federal Excess Personal Property (FEPP) equipment will be displayed in the rate schedules, which eliminates any purchase or replacement costs for the apparatus.
31. **WAIVER OF CLAIMS AGAINST THE PARTIES** The PARTIES signatory to this Agreement hereby waive all claims between and against each other, arising in the performance of this Agreement, for compensation for loss or damage to each other's property, and personal injury, including death, of employees, agents and contractors, except that this waiver shall not apply to intentional torts or acts of violence against such persons or property.
32. **NONDISCRIMINATION** The PARTIES shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive orders, regulations, and policies. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, 2000e-16), which prohibits discrimination on the basis of race, color, disability, or national origin; (b) Title IX of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; and Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794) which prohibits discrimination on the basis of disabilities.
33. **ACCIDENT INVESTIGATIONS** Whenever an accident occurs involving the equipment or personnel of a Supporting PARTY, the Protecting PARTY shall take immediate steps to notify the Supporting PARTY that an accident has occurred. As soon as practical, the Protecting PARTY shall conduct an investigation of the accident. Costs for investigation personnel are PARTY-specific and will be borne by the sending PARTY. Other accident or incident investigation costs are the fiscal responsibility of the PARTY(IES) that has jurisdiction and/or investigative responsibility. The sharing of information between PARTIES on accident investigations and their findings and probable causes is a valuable tool for safety and must be encouraged.
34. **FREEDOM OF INFORMATION ACT (FOIA)** Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).

35. **DEBT COLLECTION IMPROVEMENT ACT** The DEPARTMENT shall furnish their tax identification number (TIN) upon execution of this Agreement. The DEPARTMENT may wish to enroll in the Automatic Deposit program. Information concerning this program can be found at: www.nfc.usda.gov/dcia/eftweb.htm.
36. **TERMINATION** Both PARTIES retain the right to terminate their participation under this Agreement by providing 30 days written notice to the other PARTY.
37. **LEGAL AUTHORITY** The DEPARTMENT certifies that the person executing this on their behalf has the legal authority to enter into this Agreement.
38. **COMMENCEMENT/EXPIRATION DATE** This instrument is executed as of the date of last signature and is effective for five years from that date, at which time it will expire unless renewed.
39. **ALTERNATE DISPUTE RESOLUTION** In the event of any issue of controversy under this Agreement, the PARTIES may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to, conciliation, facilitation, mediation, and fact finding.
40. **PRINCIPAL CONTACTS** The principal contacts for this instrument are:

FOREST SERVICE CONTACT

Dan Gosnell
Battalion Chief
(909) 382-2632
Fax: (909) 383-5770
dgosnell@fs.fed.us

DEPARTMENT CONTACT

Larry Egan
Deputy Chief
Bus: (909) 798-7600
Fax: (909) 798-7602
Legan@confire.org

FOREST SERVICE GRANTS AND AGREEMENTS SPECIALIST

Bonnie Harris
Grants and Agreement Coordinator
(626) 574-5246

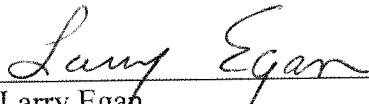
FIRE DEPARTMENT ADMINISTRATIVE CONTACT

Larry Egan
Deputy Chief
(909) 798-7600

DEPARTMENT TAXPAYER IDENTIFICATION NUMBER: 95-6000766

REVIEW:

Bonnie Harris
FOREST SERVICE GRANTS AND
AGREEMENTS SPECIALIST



Larry Egan
DEPARTMENT REVIEWER

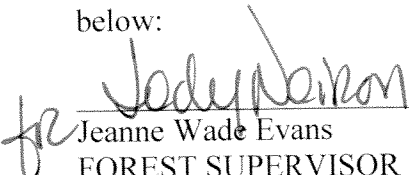
Date

October 3, 2006

Date

APPROVAL:

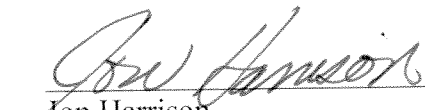
IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date written below:



Jeanne Wade Evans
FOREST SUPERVISOR

Date

11/1/06



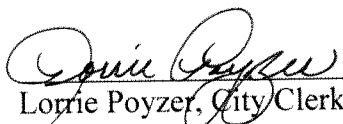
Jon Harrison
Mayor

October 3, 2006

Date

ATTEST:

Exhibit A, Definitions
Exhibit B, Annual Operating Plan
Exhibit C, Form FSLA-5 Record of Activity
Exhibit D, Maps



Lorrie Poyzer, City Clerk

**COOPERATIVE FIRE PROTECTION AGREEMENT
EXHIBIT A
DEFINITIONS**

ADMINISTRATIVE RATE: That pre-established percentage charge that will be applied by the billing PARTY.

AIRCRAFT: Any firefighting fixed or rotary-winged aircraft owned or contracted exclusively to the DEPARTMENT or FOREST SERVICE.

ASSISTANCE BY HIRE: Fire suppression resources and associated support resources needed to fill the incident order that are to be paid for by the Protecting PARTY. Reimbursement may be actual cost or according to pre-established rates.

AVAILABLE: Following the Incident Command System protocols, the status of a fire fighting resource that indicates its availability for assignment on an incident.

BACKFILLING: The act of providing cover staffing at the station or administrative site that has been vacated by the resources provided to the incident

BOUNDARY FIRE: A fire burning on or directly adjacent to the Direct Protection Boundary between the DEPARTMENT and the FOREST SERVICE.

CLOSEST FORCES CONCEPT: The philosophy of committing the closest available appropriate resources, regardless of ownership, as described in the Annual Operating Plan, to a wildfire for initial attack or for critical need.

COOPERATIVE FIRE PROTECTION: Specific fire protection services furnished by one party to the other on a reimbursable basis pursuant to the Annual Operation Plan.

COST SHARE AGREEMENT: An interagency agreement describing the conditions and/or percentage of DEPARTMENT and FOREST SERVICE financial responsibility for costs incurred as a result of jointly approved operations pursuant to the terms of this agreement.

DETECTION: The act or system of discovering and locating a fire.

DIRECT PROTECTION AREA (DPA): That area which, by law or pursuant to the terms of this agreement, is provided wildland fire protection by the DEPARTMENT or by the FOREST SERVICE. DPAs may include a mixture of DEPARTMENT and FOREST SERVICE responsibility areas.

DIRECT PROTECTION AREA MAPS: Official maps which identify areas of direct wildland fire protection for each PARTY.

FEDERAL EXCESS PERSONAL PROPERTY (FEPP) PROGRAM: A program in which Federal property originally purchased for use by a Federal agency, but no longer needed by that entity, is acquired by the USDA Forest Service for loan to one of the 50 States or the Territories for use in the State's rural or wildland fire protection program. As a result, the equipment stays in service to America, protecting lives and property across the nation. The term "personal" simply refers to any tangible property that is not real estate. This can include trucks, aircraft, personal protective equipment, fire hose, et cetera, but not buildings.

FIRE HELICOPTER: A rotary wing aircraft provided by the DEPARTMENT or the FOREST SERVICE for planned availability and initial attack fire response.

FIRE PREVENTION: Activities directed at reducing the number of fires that start, including public education, law enforcement, dissemination of information and the reduction of hazards through engineering methods.

FIRESCOPE (Firefighting Resources of California for Potential Emergencies): A cooperative effort involving all agencies with fire fighting responsibilities in California. Organized to create and implement new applications in fire service management, technology and coordination, with an emphasis on incident command and multi-agency coordination.

HANDCREW: A wildland fire suppression crew consisting of approximately 15 to 20 persons.

HELITACK: A fire fighting module consisting of a "fire helicopter", helitender, and fire fighting crew. The number of personnel in the crew may vary.

HOSTING UNIT: The organization or area responsible for the incident or the area where the incident occurs.

INCIDENT: An occurrence or event, either human-caused or natural phenomenon, that requires action by emergency service personnel to prevent or minimize loss of life or damage to property and/or natural resources.

INITIAL ATTACK: Resources initially committed to an incident.

LINE OFFICER/AGENCY REPRESENTATIVE: A Supporting PARTY employee with full authority to make decisions on all matters affecting that PARTY'S participation at the incident.

MOVE-UP AND COVER: Identifies a relocation of fire suppression resources from their established location to a temporary location to provide fire protection coverage for an initial attack response area.

MUTUAL AID: Automatic initial attack response by suppression resources (excluding aircraft and pilot[s]) as specified in the Operating Plan for specific pre-planned initial attack response areas and provided at no cost to the Protecting PARTY for the first specified hours from the time of initial report. Mutual Aid is limited to those Initial Attack resources or move-up and cover assignments that have been determined to be appropriate in the annual Operating Plans. Aircraft (fixed and rotary-winged, including pilot[s]) shall always be Assistance by Hire.

PRESCRIBED FIRE: The planned use of fire on wildlands to accomplish specific objectives including reducing fire hazard, providing flood protection, enhancing wildlife and fisheries, or improving water yields and/or air quality.

PROTECTING PARTY: The PARTY responsible for providing direct wildland fire protection to a given area pursuant to this agreement.

RECIPROCAL FIRE PROTECTION (MUTUAL AID): Automatic initial attack response by suppression resources as specified in the Annual Operating Plan for specific pre-planned initial attack response areas and provided at no cost to the PROTECTING PARTY for the specified mutual aid period. Aid is limited to those resources or move-up and cover assignments that have been determined to be appropriate in the Annual Operation Plan.

REIMBURSABLE WORK: Reinforcements exceeding reciprocal fire protection services furnished by either PARTY, at the request of the other, or fire protection furnished as a chargeable cooperative fire protection service

REPAIR OF SUPPRESSION ACTIVITY DAMAGE: Those activities undertaken by fire suppression forces during or immediately after the control of a wildfire to insure the prevention of erosion or to repair other damages resulting from fire suppression activities.

SUPPORTING PARTY: The PARTY directly contributing suppression, rescue, support or service resources to the PARTY possessing direct fire protection responsibility for the area upon which an incident is located.

SUPPRESSION: All the work of confining and extinguishing a fire beginning with its discovery.

UNIFIED COMMAND: The organizational structure implemented on multi-jurisdictional incidents. The PARTIES' Incident Commanders will jointly determine incident objectives.

WILDFIRE: An unwanted fire burning uncontrolled on wildland.

WILDLAND: Lands covered wholly or in part by timber, brush, grass, grain, or other flammable vegetation.

Exhibit B
2006
ANNUAL OPERATING PLAN

FOR COOPERATIVE FIRE PROTECTION AGREEMENT

Between

SAN BERNARDINO NATIONAL FOREST

and

REDLANDS CITY FIRE DEPARTMENT

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.

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.

DESCRIPTION OF FOREST SERVICE DIRECT PROTECTION AREA (DPA)

DESCRIPTION OF DEPARTMENT DIRECT PROTECTION AREA (DPA)

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 is 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:

No frequencies are authorized for use by the FOREST SERVICE except for those under agreement with the County of San Bernardino.

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:

Forest Net Rx 171.475 Tx 169.875
 Air to Ground 170.000
 Tac 1 168.050
 Tac 2 168.200
 Tac 3 168.600

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*****Redlands Fire Department***

Name	Radio	Work	Mobile	Pager
Redlands Fire Department 35 Cajon St. #12 Redlands, CA 92373		909.798.7600 909.798.7602 fax		County Pager Access 909.386.8093
Jim Drabinski	C700	909.798.7600	909.557.5592	6011
Larry Egan	D701	909.798.7600	909.557.4967	6013
On Duty Battalion Chief	BC704	909.798.7600	909.557.4964	6004
Greg Hostetler (C-shift BC)	BC705	909.798.7600	909.714.1884	6001
Jim Topoleski (A-Shift BC)	BC706	909.798.7600	909.557.0096	6002
Cameron Teter (B-Shift BC)	BC707	909.798.7600	909.635.5456	6012
Al Stevens, Training BC	BC708	909.335.4714	909.714.1885	6005
Mitch McKee, Disaster Prep BC	BC709	909.798.7600	909.557.4961	6014
Leonard Temby, Fire Marshal	P750	909.798.7600	909.557.4963	6007

Tim Marshburn, AFM	P751	909.798.7600	909.647.3606	6008
Redlands Fire Stations	<i>Radio</i>	<i>Work</i>	<i>Fax</i>	<i>TB Guide</i>
Fire Station 261 525 E. Citrus Avenue Redlands, Ca 92373	Sta261	909.798.7608	909.798.7606	Pg 608 C7
Fire Station 262 1690 Garden Street Redlands, CA 92373	Sta262	909.798.7690		Pg 648 E4
Fire Station 263 10 W. Pennsylvania Street Redlands, CA 92374	Sta263	909.798.7696		Pg 608 B4
Fire Station 264 1270 W. Park #C Redlands, Ca 92373	Sta264	909.335.4718		Pg 607 J7

FOREST SERVICE DUTY OFFICER CONTACT

SAN BERNARDINO NATIONAL FOREST FIRE and AVIATION MANAGEMENT

Name	Radio	Work	Mobile	Pager
SUPERVISOR'S OFFICE 1824 Commercenter Cir, San Bernardino, CA 92408		909.382.2600	SBCO Pg 606 J6	34, 04.04 - 117, 17.07
Mike Dietrich	Chief 1	909.382.2629	951.228.5241	909.422.7728
Rocky Opliger	Chief 2	909.382.2630	951.315.5119	909.535.9265
Dan Snow	Chief 3	909.382.2633	951.313.5453	909.432.2206
Dan Gosnell	Div 9	909.382.2632	951.317.9483	909.432.6830
Vacant Fuels	Batt 10	909.382.2635	951.223.7655	909.223.7655
Dave Edgar	Safety 1	909.382.2631	951.754.0560	909.432.2326

SB TANKER BASE Perimeter Road, San Bernardino Internat'l Airport, San Bernardino, CA		909.382.2989	SBCO Pg 607 D1	N34, 06.21 - W117, 14.9
Vacant	Div 7	909.382.2993	951.560.5001	
Tom Inocencio	Batt 7	909.382.2989	0	

**FRONT COUNTRY DISTRICT
 FIRE and AVIATION MANAGEMENT**

Lytile Creek Ranger Station Star Route, Box 100, 1290 Lytle Creek Rd, Fontana, CA 92336		909.382.2850	SBCO Pg 514 D5	N34, 13.6 - W117, 28.54
Mill Creek Ranger Station 34701 Mill Creek Road, Mentone, CA 92359		909.382.2881	SBCO Pg 609 J4	N34, 04.41 - W117, 02.44
Mike Wakoski	Div 3	0	0	0
Vacant	Batt 31	909.382.2879	951.315.5854	0
Mary Bogans	Batt 32	909.382.2893	951.236.1925	909.432.0059
Scott Wagner	Batt 33	909.382.2892	951.315.5853	909.432.2101
Ken Kempter	Batt 34	909.382.2878	951.224.4315	0

FOREST SERVICE LINE OFFICER CONTACT

Jeanne Wade Evans	For. Supervisor	909.382.2600	909.316.4560	
Max Copenhagen	D. For. Supervisor	909.382.2603	909.316.4561	
Allison Stewart	Ranger 1		909.313.6049	
Gabe Garcia	Ranger 3	909.382.4080	909.315.5850	
Laurie Rosenthal	Ranger 5		909.228.9079	

ICS QUALIFIED LIST AND IMT PERSONNEL

IMT MEMBERS

Jim Topoleski, SCIMT#3

QUALIFIED FIRE OVERHEAD

Jim Drabinski	STL-E
Larry Egan	STL-E
Jim Gorsline	LEMT
Greg Hostetler	STL-E
Mitch McKee	STL-E
Al Stevens	STL-E
Jim Topoleski	DIVS, SOF-II, FOBS, STL-E
Cameron Teter	STL-E

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. If a hosting unit or Incident Commander agrees to a trainee then the hosting unit will bear the cost of that trainee. If a sending unit decides to send a trainee on their own, the cost will be the 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.

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 DEPARTMENT 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.

CITY – COUNTY FIRE DEPARTMENT REIMBURSEMENT RATES AND METHODOLOGY

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 this Agreement. To that end, the reimbursement rates established are designed in a generic way to provide for any such backfill need. As such, accounting for backfill in the billing submission is not necessary and should not occur.

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. Invoices must identify Supporting PARTY name, address, and Taxpayer Identification Number, fire name, order and request number, and bill number and amount. Invoice supporting documentation must include description of services performed, period of services performed, and description of any applicable cost share agreements. Supporting documentation will itemize details of billing, listing personnel, equipment, travel and per diem, aircraft, supplies and purchases as approved in the attached AOP. It will also include itemized deductions for fuel, oil, maintenance and repair of equipment. OES F-42 (Emergency Activity Record) will not be used.

DEPARTMENT REIMBURSEMENT RATES

Reimbursement rates for personnel, apparatus and equipment will be developed and submitted to the FOREST SERVICE for approval by May 1st each year. The rates will be documented annually in the AOP. The rates agreed to herein will be used for all FOREST SERVICE billings, providing consistent charges for services. The basis for reimbursement will be Assistance by Hire. Assistance by Hire rates and reimbursements will be based on the following guidelines:

1. PERSONNEL:

a. 56-hour Personnel

In accordance with the definition and description of Assistance by Hire, costs incurred by DEPARTMENT in sending resources in response to requests from the FOREST SERVICE for assistance with 56-hour personnel is Overtime (time and one-half) with Benefits, Portal-to-Portal (from the time of dispatch until the time of return). DEPARTMENT shall develop rates equivalent to Overtime with Benefits by rank for all 56-hour personnel, to be included herein. These rates will be utilized in calculating the reimbursable cost to be billed to the FOREST SERVICE.

b. 40-hour Personnel

In accordance with the definition and description of Assistance by Hire, costs incurred by DEPARTMENT in sending resources in response to requests from the FOREST SERVICE for assistance with 40-hour personnel is a combination of Straight-time with Benefits, plus Overtime (time and one-half) with Benefits, Portal-to-Portal. Assistance by Hire rates for 40-hour Personnel will be developed, agreed to in advance, and published annually herein, based on the weighted average of Straight-time with Benefits (23.8%) and Overtime (time and one-half) with Benefits (76.2%) by rank.

c. Management Personnel

Reimbursement by the FOREST SERVICE for DEPARTMENT Management Personnel will be based on Straight time with Benefits, for hours worked. As Management, these personnel are not eligible for Overtime at time-and-one-half base salary, but do continue to earn "Overtime" at the rate of Straight-time with Benefits ("overtime" benefit rates apply for hours in excess of normal work schedule). Assistance by Hire rates for DEPARTMENT Management Personnel shall be developed, agreed to in advance, and published annually herein.

d. Organized Emergency Crews

Organized Emergency Crew resources may include Type 1 and 2 Crews, Fuels Crews (Modules), and flight crews. Crews are billed at a rate equivalent to hours worked times established hourly Salary plus benefits, Overtime with Benefits, and Hazard Pay where applicable. Assistance by Hire Rates for these crews will be developed, agreed to in advance, and published annually herein.

e. FOREST SERVICE Personnel and Equipment

Reimbursable FOREST SERVICE costs will include all 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 in herein, and independent action situations. The DEPARTMENT will be billed for support to incidents that are the jurisdictional responsibility of the DEPARTMENT.

2. APPARATUS AND SUPPORT EQUIPMENT:

a. 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.

b. GROUND RESOURCES

Use rates for all DEPARTMENT and FOREST SERVICE -owned motorized ground equipment provided as Assistance by Hire shall be paid at the rate established by each PARTY for its

equipment. These rates will be updated annually, agreed to in advance, and published herein. Rates for motorized equipment will include motor fuels and lubricant costs. Charges for motor fuels and lubricant costs supplied by the Protecting PARTY will be deducted by the Supporting PARTY in their submitted invoice (bill).

c. EMERGENCY EQUIPMENT RENTAL AGREEMENT (EERA)

The DEPARTMENT and FOREST SERVICE agree to jointly use Emergency Equipment Rental Agreements ("EERA") and Interagency EERA rates for privately owned equipment hired for fires. Instruction for administering these agreements has been provided in the California Interagency Emergency Equipment Rental Rate Packages submitted to each PARTY'S operational and administrative units for payment processing.

d. 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 (CDF). 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 CDF Type 2 helicopter rate (same CDF 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.

e. SUPPORT EQUIPMENT

Use rates for all DEPARTMENT and FOREST SERVICE-owned support equipment provided as Assistance by Hire shall be paid at the rate established by each PARTY for its equipment. Support equipment and rates will be updated annually, agreed to in advance, and published herein. Personnel assigned to support equipment will be itemized separately.

EQUIPMENT & FIREFIGHTER PAY RATES AND CLASSIFICATION

2004

PUBLISHED DEPARTMENT APPARATUS AND PERSONNEL RATES:

The following personnel reimbursement rates apply to the responses under the terms and conditions of the Agreement For Local Government Fire Suppression (The California Fire Assistance Agreement) for the period beginning April 15, 2005. The rates are modified by a factor of 1.5 to represent overtime and are imbedded in the hourly rate.

Chief	\$109.834
Deputy Chief	\$97.069
Battalion Chief	\$64.527
Fire Captain	\$43.941
Fire Engineer	\$35.902
Firefighter	\$28.515

List apparatus rates.

There is a 16-hour maximum allowable charge per 24-hour period from time of dispatch. The rates are based upon those set forth and established by the 2005 California Fire Assistance Agreement.

Apparatus Rates:

GPM	Hourly
0001 - 1000	\$44.00
1001 - 1250	\$46.00
1251 - 1500	\$59.00
1501 - 2000+	\$64.00

Support Equipment Rates:

Agency Owned:	
Sedan	\$42.00 per day
Pickup	\$51.00 per day
SUV	\$68.00 per day
Pickup ¾ ton & above	\$68.00 per day

PUBLISHED FOREST SERVICE APPARATUS AND PERSONNEL RATES:

Personnel rates remain the same as were set in 2003 by utilizing a combination of the existing AD Pay Plan, CDF's EFF rates, and averages taken from the annual OES "Salary Survey". Rates are modified by a factor of 1.25 to represent overtime that would occur should a 16 hour shift be implemented. Consequently, the rates have embedded within them an overtime component.

Firefighter	\$14.60 per hour
Apparatus Engineer	\$18.25 per hour
Engine Captain	\$18.25 per hour
Flat Rate for Crew	\$5,090 per day
Company Officer	\$18.25 per hour
Battalion Chief	\$20.40 per hour
Division Chief	\$22.95 per hour
Assistant Chief	\$25.69 per hour
Deputy Chief	\$27.88 per hour
Chief	\$30.50 per hour
Administrative Personnel	\$18.25 per hour

PUBLISHED FOREST SERVICE EQUIPMENT PAY RATES

EQUIPMENT PAY RATES

The 2004 equipment rates remain the same as 2003, using a combination of gallons per minute, FEMA horsepower rates, mode rates as taken from the Local Agreement review, and EERA rates which were modified to reduce the profit and risk margins normally afforded to private industry.

EQUIPMENT RATES - ENGINES

Type 1 Engine	Type 2 Engine	Type 3 Engine	Type 4 Engine
\$55/hour	\$55/hour	\$45/hour	\$35/hour
FEPP \$51/hour	FEPP \$51/hour	FEPP \$41/hour	FEPP \$31/hour

EQUIPMENT RATES – WATER TENDERS

Type 1 Watertender	Type 2 Watertender	Type 3 Watertender
\$34/hour	\$34/hour	\$30/hour
FEPP \$30/hour	FEPP \$30/hour	FEPP \$26/hour

EQUIPMENT RATES – BULLDOZERS

Type 1 Dozer	Type 2 Dozer	Type 3 Dozer
\$77/hour	\$55/hour	\$42/hour
FEPP \$72/hour	FEPP \$50/hour	FEPP \$37/hour

EQUIPMENT RATES – TRANSPORTS

Transport w/Low Boy \$1.47 per mile (consider +1.05%)

FEPP Transport w/Low Boy \$1.27 per mile (consider +1.05%)

EQUIPMENT RATES – VEHICLES

Sedan \$39 per day

Pickup \$47 per day

Van \$55 per day

SUV \$62 per day

Crew Carriers \$95 per day

Other (unspecified) \$62 per day

POV

\$0.36 per mile (consider +1.05%)

HELICOPTER**Minimum FIREScope Standards for Types ICS 420-1**

COMPONENTS	1	2	3	4
Seats including Pilots	16	10	5	3
Card weight capacity (lbs)	5000	2500	1200	600
Gallons (water delivery)	700	300	100	75
Examples	Bell 214	Bell 204, 212, 205	Bell 206	Bell 47
FEDERAL PROPERTY RATE PER HOUR – includes Fuel & Tender (Personnel NOT Included)	\$6092.00	\$1555.00	\$923	NA

FIXED WING

Federal Property Rate:

ORGANIZED EMERGENCY CREWS**Minimum FIREScope Standards for Types ICS 420-1**

COMPONENTS	1	2
Personnel (minimum)	18	18
Equipment	included	included
Transportation	included	included
FEDERAL CREW RATE Per Hour	\$5873 P3	\$3648 P2V

OTHER RESOURCES NOT LISTED

ADMINISTRATIVE RATE

Either PARTY may assess an administrative rate to reimbursable costs related to this agreement. The accepted methodology for computing the administrative rate is the Office of Management and Budget's "Cost Principles for State, Local and Indian Tribal Governments" OMB circular A-87 (60 FR 26484, dated May 17th, 1995). The DEPARTMENT will submit a draft administrative rate to the FOREST SERVICE for approval.

This DEPARTMENT rate during the effective date of this AOP will be: **16.28%**

The FOREST SERVICE will assess an administrative rate to reimbursable costs related to this agreement. This administrative rate during the effective date of this AOP will be: **19.2 %**

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 and cell phone charges
- Personal telephone charges
- Support items normally available in Supply Unit, e.g. tents, sleeping bags, pads, water coolers, etc.

EQUIPMENT INSPECTIONS

Identified equipment will be inspected and documented annually by California Highway Patrol (CHP) prior to use. In no event will an inspection be accepted that is older than 12 months.

The following equipment will be inspected annually:

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 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 (WFSA)

FOREST SERVICE policy requires that a "Wildland Fire Situation Analysis" (WFSA) be completed by the DEPARTMENT 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 "WFSA" 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 DEPARTMENT agrees to notify the FOREST SERVICE Line Officer or Duty Officer if an incident will require a "WFSA".

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 provide 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.

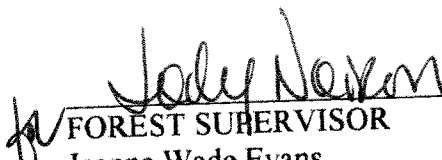
Attached maps (see Exhibit D):

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:

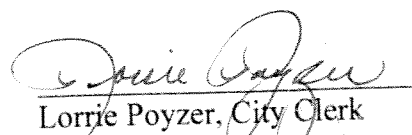

FOREST SUPERVISOR
Jeanne Wade Evans

11/1/06
Date


Jon Harrison
Mayor

October 3, 2006
Date

ATTEST:


Lorrie Poyzer, City Clerk