

FS Agreement No.	19-FI-11051200-016
Cooperator Agreement No.	

LOCAL COOPERATIVE FIRE PROTECTION AGREEMENT Between The IDYLLWILD FIRE PROTECTION DISTRICT And The U.S. FOREST SERVICE SAN BERNARDINO NATIONAL FOREST

This COOPERATIVE FIRE PROTECTION AGREEMENT is made and entered into by and between the Idyllwild Fire Protection District, hereinafter referred to as the "Department," and the U.S. Forest Service San Bernardino National Forest, hereinafter referred to as the "U.S. Forest Service," under the authority and provisions of: Reciprocal Fire Protection Act of May 27, 1955 (42 USC 1856a), as amended.

I. PURPOSE

The purpose of this Agreement is to provide for cooperation in the prevention, detection and suppression of wildland fires within the vicinity of the local designated protection areas or jurisdiction of Parties signatory to this Agreement.

This Agreement provides for cooperation only in wildland fire management activities. The U.S. Forest Service shall not respond to structure fires, vehicle fires or traffic accidents in lieu of the Department. The U.S. Forest Service may, as available, respond to such incidents when adjacent wildlands covered under this Agreement are threatened by fire from such incidents.

II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS

The U.S. 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.

The Cooperator is a fire organization that has the responsibility of maintaining fire protection facilities in the vicinity of National Forest administered lands, for mutual aid in furnishing fire protection for such property and for other property for which such organization normally provides fire protection.

Therefore, it is mutually advantageous, and in the public interest, for the parties to coordinate their efforts in the prevention, detection, and suppression of wildfires in



and adjacent to their areas of responsibility to limit duplication and improve efficiency and effectiveness.

III. GENERAL PROVISIONS

- 1. <u>LEGAL AUTHORITY</u>. Cooperator shall have the legal authority to enter into this Agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.
- 2. NONDISCRIMINATION. Department 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 Sections 119 and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, participation in any public assistance program, or disability.
- 3. <u>PRINCIPAL CONTACTS</u>. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Mark LaMont, Fire Chief	Name: Rachel Teagarden, Admin Assistant
Address: 51460 Maranatha Dr PO Box 656	Address: 51460 Maranatha Dr PO Box 656
City, State, Zip: Idyllwild, CA 92549	City, State, Zip: Idyllwild, CA 92549
Telephone: 951-659-2153	Telephone: 951-659-2153
FAX: 951-659-5571	FAX: 951-659-5571
Email: marklamont@idyllwildfire.com	Email: rachelteagarden@idyllwildfire.com

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager	U.S. Forest Service Administrative
Contact	Contact
Name: Mike Nobles, Deputy Chief	Name: Stephanie Childs, Planning Chief
Address: 602 S. Tippecanoe Ave	Address: 602 S. Tippecanoe Ave
City, State, Zip: San Bernardino, CA 92408	City, State, Zip: San Bernardino, CA 92408
Telephone: 909-382-2630	Telephone: 909-382-2630
FAX: 909-383-5770	FAX: 909-383-5770
Email: mike.nobles@usda.gov	Email: stephanie.childs@usda.gov



U.S. Forest Service Grants & Agreements Contact

Name: Constance Zipperer, Grants

Management Specialist Address: 1323 Club Dr

City, State, Zip: Vallejo, CA 94592

Telephone: 707-562-9120 FAX: 707-562-9144

Email: constance.zipperer@usda.gov

- 4. WAIVER OF CLAIMS. Parties to this Agreement shall each be responsible for their own losses arising out of the performance of this Agreement, and each Party hereby waives any claim against any other Party for loss or damage of its property and/or personal injury or death of its employees or agents occurring as a consequence of performance of this agreement; provided, this provision shall not relieve any Party from responsibility for claims from third parties for losses for which the Party is otherwise legally liable. This waiver does not extend to ordinary expenses incurred as part of the cost of the fire (gloves, fusees, hose, etc.). This provision pertains to the Parties signatory to this agreement and does not pertain to claims advanced by third parties.
- 5. RECIPROCAL (MUTUAL AID) FIRE PROTECTION. To establish reciprocal initial attack zones and mutual aid fire protection for lands of intermingled or adjoining protection responsibility, the Parties shall develop and execute a Fire Operating Plan. Within such zones, 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 costs incurred following the initial dispatch of any ground resources to the fire for the duration of the mutual aid period. The length of the mutual aid period is usually 24 hours, but no less than 12 hours, and will be documented in the Fire Operating Plan.
- 6. <u>REIMBURSABLE ASSISTANCE</u>. The Protecting Party may request suppression resources from the Supporting Party beyond initial attack or mutual aid periods within the designated protection area or jurisdiction of the Parties signatory to this Agreement. Such resources shall be reimbursed by the Protecting Party in accordance with the reimbursable billing and payment terms provided in this Agreement. Resources mobilized outside the local jurisdictional area as identified on the attached map will be considered as volunteer services, and will not be eligible for reimbursement.
- 7. <u>FIRE PREVENTION</u>. The Parties to this Agreement agree to cooperate in the development and implementation of fire prevention programs. 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 protection and rural fire safety presentations and demonstrations.

- 8. <u>FIRE RESTRICTIONS AND CLOSURES</u>. Parties will coordinate restrictions and closures.
- 9. PRESCRIBED FIRE AND FUEL MANAGEMENT. The Parties to this Agreement agree to communicate for planned ignitions, prescribed fire and fuels management projects.

10. BILLING CONTENT - REIMBURSABLE ASSISTANCE.

The following items will be included as a minimum for each bill:

- Party's name, address, phone number, and Party's financial contact.
- Invoice or bill number.
- Fire agreement number: 19-FI-11051200-016
- · Incident name and number.
- Dates of the incident covered by the billing.
- Payroll Summary or fire expense report showing the actual cost paid.

The US Forest Service will reimburse personnel for actual costs per 42 USC 1856 Reciprocal Fire Protection Agreements, supporting documentation is required to ensure the payments are proper reimbursements.

BILLING	U.S. FOREST	COOPERATOR		
INFORMATION	SERVICE	00012.41.01.		
Billing Address	Albuquerque Service Center Incident Finance 101B Sun Avenue NE Albuquerque, NM 87109	Idyllwild Fire Protection District 54160 Maranatha Dr PO Box 656 Idyllwild, CA 92549		
Financial Contact: (Name, phone, and email address)	Incident Finance Cooperative Agreements 877-272-7248 Email: asc_ipc@fs.fed.us	Mark LaMont 951-659-2153 marklamont@idyllwildfire.com		
Local Billing Contact: (Name, phone, email address)	Incident Finance Cooperative Agreements 877-272-7248 Email: asc_ipc@fs.fed.us	Rachel Teagarden 951-659-2153 rachelteagarden@idyllwildfire.com		

Data Universal Number System (DUNS)	92-9332484	007227671	
Indirect Cost Rate Percentage*	10%		

- * See provision Title: INDIRECT COST RATES COOPERATIVE FIRE PROTECTION
- 11. <u>REIMBURSABLE COST</u>. Costs incurred as the result of an incident and documented as an actual expense are reimbursable based on reasonable, allowable, and allocable costs. Costs must be consistently treated as either direct costs or indirect costs. Consistent treatment of costs is a basic cost accounting principle and is specifically required to assure that the same types of costs are not charged as both direct costs and indirect costs. Every effort should be made to classify costs incurred for the same purpose, in like circumstances, consistently as either direct or indirect.
- 12. OVERPAYMENT. Any funds paid to the Cooperator in excess of the amount entitled under the terms and conditions of this agreement constitute a debt to the Federal Government. The following must also be considered as a debt or debts owed by the Cooperator to the U.S. Forest Service:
 - Any interest or other investment income earned on advances of agreement funds; or
 - Any royalties or other special classes of program income which, under the provisions of the agreement, are required to be returned;

If this debt is not paid according to the terms of the bill for collection issued for the overpayment, the U.S. Forest Service may reduce the debt by:

- 1. Making an administrative offset against other requests for reimbursement.
- Withholding advance payments otherwise due to the Cooperator.
- 3. Taking other action permitted by statute (31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B).

Except as otherwise provided by law, the U.S. Forest Service may charge interest on an overdue debt.

13. LOANED (OR SHARED) EQUIPMENT AND SUPPLIES. The Parties recognize that wildland fire suppression will often involve the use of equipment, supplies and cache items. Equipment, supplies and cache items checked out (such as pumps, hoses, nozzles, etc.), or supplied by one Party and received by another Party, shall become the responsibility of the receiving/supporting Party. Equipment, supplies and cache items shall be returned in the same condition as when received, reasonable wear and tear excepted. Notwithstanding the general Waiver of Claims clause, the Parties agree that the receiving/supporting Party shall repair or reimburse for damage



in excess of reasonable wear and tear, and shall replace or reimburse items lost or destroyed, except for damage occurring as a result of negligence by the receiving/supporting Party. The receiving/supporting Party will replace or reimburse for items lost, destroyed, or expended with items of like or similar standard from the fire cache or supply unit on the incident, or via an authorization for replacement using a unique request number. Insurance or other reimbursement options should be pursued, if such options are available, prior to replacement or reimbursement for lost, stolen or destroyed items.

14. <u>FREEDOM OF INFORMATION ACT (FOIA)</u>. Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2008 Farm Bill).

15. <u>TEXT MESSAGING WHILE DRIVING</u>. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

16. <u>STANDARDS FOR FINANCIAL MANAGEMENT</u>.

1. Financial Reporting

The Cooperator shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.

2. Accounting Records

Cooperators must maintain records for each incident or project which adequately identify the source and use of funds. These records must contain information pertaining to expenses related to each incident, unobligated balances, assets, liabilities, outlays or expenditures, and income. Such documents must be made available to the Federal Agency upon request.



3. Internal Control

Effective control and accountability must be maintained for all Federal funds, real and personal property, and other assets. The Cooperator must keep written internal controls to ensure that all Federal funds received are separately and properly allocated to each incident and used solely for authorized purposes.

4. Source Documentation

Accounting records for each incident or project must be supported by source documentation such as cancelled checks, paid bills, payrolls, time and attendance records, equipment use and cost records, contract or subaward documents, etc. Such documents must be made available to the Federal agency upon request.

- 17. <u>APPROPRIATED FUND LIMITATION</u>. Nothing in this Agreement shall require the Parties to this Agreement to obligate, to expend funds, or to enter into any contract or other obligation for the future payment of money in excess of or in advance of appropriated funds available for payment to meet the commitments of this Agreement and modifications thereto, except as specifically authorized by law.
- 18. <u>NOTICES</u>. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or the Cooperator are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in Exhibit A.

To the Cooperator, at the address shown in Exhibit A.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- 19. <u>AVAILABILITY FOR CONSULTATION</u>. Both parties agree to be available at mutually agreeable times, for continuing consultation to discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.
- 20. <u>PARTICIPATION IN SIMILAR ACTIVITIES</u>. This agreement in no way restricts the U.S. Forest Service or the Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- 21. <u>REMEDIES FOR COMPLIANCE RELATED ISSUES</u>. If either party materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or

regulation, an assurance, or the agreement, either party may wholly or partly suspend or terminate the current agreement.

- 22. <u>ENDORSEMENT</u>. Any of the Cooperator's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of the Cooperator's products or activities and does not by direct reference or implication convey the Cooperator's endorsement of the U.S. Forest Service's activities.
- 23. <u>ELIGIBLE WORKERS</u>. The Cooperator shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). The Cooperator shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.
- 24. <u>PERSONNEL POLICY</u>. Employees or volunteers of the Parties to this Agreement shall be subject to the personnel rules, laws and regulations of their respective agency or organization.
- 25. <u>AGREEMENT CLOSE-OUT</u>. Within 90 days after expiration or notice of termination the Parties shall close out the agreement.
- 26. <u>RETENTION AND ACCESS REQUIREMENTS FOR RECORDS</u>. The Cooperator shall retain all records pertinent to this agreement for a period of no less than 3 years from the expiration or termination date. As used in this provision, records includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. The Cooperator shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service, Inspector General, or Comptroller General or their authorized representative. The rights of access in this section must not be limited to the required retention period but must last as long as the records are kept.
- 27. <u>ALTERNATE DISPUTE RESOLUTION</u>. 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.
- 28. <u>DEBARMENT AND SUSPENSION</u>. The Cooperator shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should the Cooperator or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.



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- 29. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- 30. <u>TERMINATION BY MUTUAL AGREEMENT</u>. This award may be terminated, in whole or part, as follows:
 - When the U.S. Forest Service and Cooperator agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
 - By 30 days written notification by Department to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If, in the case of a partial termination, the U.S. Forest Service determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the U.S. Forest Service may terminate the award in its entirety.

Upon termination of an award, Department shall not incur any new obligations for the terminated portion of the award after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to Department for the United States Federal share of obligations that cannot be cancelled and were properly incurred by Department up to the effective date of the termination. Excess funds shall be refunded within 60 days after the effective date of termination.

- 31. MODIFICATION. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- 32. ASSURANCE REGARDING FELONY CONVICTION OR TAX

 DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 as continued by Consolidated and Further Continuing Appropriations Act, 2013, P.L. No. 113-6, Division F, Title I, Section 1101(a)(3) regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement Department acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all



judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If Department fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds Department has expended in violation of sections 433 and 434.

- 33. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS.
 All nonfederal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:
 - a. The recipient (cooperator) may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
 - b. The recipient (cooperator) must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.
 - c. The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
 - d. If the Government determines that the recipient is not in compliance with this award provision, it:
 - (1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
 - (2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.
- 34. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). Department shall maintain current information in the System for Award



Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

- 35. <u>INDIRECT COST RATES COOPERTIVE FIRE PROTECTION.</u> When indirect cost rates are applied to Federal reimbursements, the Parties agree to the following:
 - 1. If the payment recipient has never received or does not currently have a negotiated indirect cost rate, they are eligible for a de minimis indirect cost rate up to 10% of Modified Total Direct Costs (MTDC). MTDC is defined as all salaries and wages, fringe benefits, materials and supplies, services, travel, and contracts up to the first \$25,000 of each contract.
 - 2. For rates greater than 10%, the payment recipient shall provide either an applicable negotiated indirect cost rate agreement (NICRA) from a cognizant Federal agency, or an indirect cost rate summary in a format that clearly defines the indirect cost rate and MTDC.
 - 3. The payment recipient must maintain adequate documentation to support the methodology and computation of the indirect cost rate. Documentation must be made available to the Federal agency upon request.
 - 4. Failure to provide adequate documentation supporting the indirect cost rate could result in disallowed costs and repayment to the Federal agency.
- 36. <u>COMMENCEMENT/EXPIRATION DATE</u>. This agreement is executed as of the date of last signature and is effective through March 31, 2020 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.
- 37. <u>AUTHORIZED REPRESENTATIVES</u>. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

JODY NOIRON, Forest Supervisor

Date

U.S. Forest Service, San Bernardino National Forest

Attachments: Operating Plan

Jurisdictional Area Map

Forest Service Direct Protection Areas

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

CONSTANCE ZIPPERER

Date Date

U.S. Forest Service Grants Management Specialist

Burden Statement

According to the Paparwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

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Exhibit B 2019-2024 OPERATING PLAN FOR COOPERATIVE FIRE PROTECTION AGREEMENT Between IDYLLWILD FIRE PROTECTION DISTRICT and U.S. FOREST SERVICE SAN BERNARDINO NATIONALFOREST

OPERATING PLAN

The Parties will meet annually, prior to the initiation of fire season to review and update, if necessary, the Operating Plan (OP). This annual review will be documented by signing and dating the review block on the signature page of this OP. This OP 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 OP shall become attached to and be a part of the Cooperative Fire Protection Agreement (CFPA). This OP takes effect as of the date of the last signature and will remain in effect until superseded by a new OP or upon expiration of the agreement.

MUTUAL AID RESPONSE PROCEDURES

Mutual aid is the initial attack response by both Department and U.S. 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.

The U. S. Forest Service agrees to send the following resources initial attack response (min.):

- 5 Type 3 Engines
- 2 Handcrews (when available)
- 1 Fire Prevention / Patrol Unit
- 1 Chief Officer

Any resources beyond this will be negotiated as Assistance by Hire (ABH). When the U. S. Forest Service is at draw down, resources dispatched will be modified.

The Department agrees to send the following resources to the U.S. Forest Service as Automatic Aid to areas within the defined Mutual Aid Zone (MAZ) with no reimbursement for the first 12 hours:

1-Type 1 Engine

1-Type 1 Truck

1-Type 3 Engine

1-Type 6 Engine

1-ALS Type 1 Ambulance

1- Chief Officer

When the Department is at draw down, resources dispatched may be modified.

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.

NOTE: The U.S. Forest Service may request additional resources above the IFPD 1st Alarm Brush Assignment within the MAZ and/or request resources for incidents outside the MAZ under Mutual Aid which will be Assistance by Hire (ABH) from time of dispatch.

DESCRIPTION OF U.S. FOREST SERVICE DIRECT PROTECTIOS AREA (DPA)

The U.S. 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 CFPA.

MAPS AVAILABLE UPON REQUEST

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.

Idyllwild is an un-incorporated Fire Protection District and therefore Idyllwild Fire Protection District is responsible for prevention, protection and suppression of structure fires within the

boundaries of the Idyllwild Fire Protection District. CalFire has the DPA, and therefore is responsible for wildland fire suppression.

SEE ATTACHED MAPS

CLOSEST FORCES

The Department and the U.S. 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 decide to provide subsistence and lodging at no cost to the Supporting Party for support or agency specific mission only. 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 CFPA. 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 in an area of predetermined aid as agreed to in this CFPA.

SINGLE POINT RESOURCE ORDERING

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. Any resources ordered outside of the Unified Ordering Point (UOP) will be considered voluntary contribution to the incident and will not seek reimbursement.

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 "walkietalkie" 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 U.S. Forest Service of the following frequencies. These frequencies will be used for fire/emergency only within or adjacent to the Departments responsibility area.

SEE APPENDIX C

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

SEE APPENDIX D

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

OPERATIONAL & DUTY OFFICER CONTACTS

DEPARTMENT DUTY OFFICER CONTACT

SEE APPENDIX E

U.S. FOREST SERVICE DUTY & LINE OFFICER CONTACT

SEE APPENDIX F

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.

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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 preapproved**. The U.S. Forest Service agrees to pay for the Department's trainees that are preapproved and/or attached to a Type 1 or Type 2 IMT.

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

STRUCTURE DEFENSE

The primary responsibility of the USFS in structure defense is to suppress wildland fire before it reaches structures. This involves the use of standard wildland firefighting tactics and control methods.

Although situations can exist where Local Responsibility Area (LRA) is threatened or burned by wildland fire on State Responsibility Area (SRA) or Federal Responsibility Area (FRA), the U.S. Forest Service is NOT jurisdictionally or financially responsible for wildland or to the fire protection on these lands.

The Agencies to this Agreement recognize that cost share agreements may contain cost shares assigned to local government agencies that are charged with protection of LRA.

REIMBURSEMENT RATES AND METHODOLOGY (non-aviation)

The U.S. Forest Service will reimburse personnel for actual costs per 42 USC 1856 Reciprocal Fire Protection Agreements, supporting documentation is required to ensure the payments are proper reimbursements.

- Party's name, address, phone number, and Party's financial contact.
- Invoice or bill number.
- Fire agreement number: 19-FI-11051200-016
- Incident name and number.
- Dates of the incident covered by the billing.
- Payroll Summary or fire expense report showing the actual cost incurred.

Reimbursement for authorized travel and salary will start from the point of hire. Either local fire department or residence whichever is less, using the most economical mode of transportation. All travel will be under the federal travel regulations.

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 U.S. Forest Service. The form FSLA-5 must be signed by a responsible officer of the

Department and by the U.S. Forest Service Incident Commander or Finance Chief and attached to the invoice.

For Reimbursement under the terms of this CFPA all resource orders must be dispatched and processed by the SAN BERNARDINO NATIONAL FOREST Federal Interagency Communication Center (FICC). Any request not dispatched or processed by this ECC will not be reimbursed under this local agreement.

U.S. Forest Service Personnel and Equipment:

Reimbursable U.S. 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 U.S. 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 U.S. Forest Service incident, the Department will only charge the U.S. 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

Aircraft utilization will always be ABH upon request from the U.S. Forest Service. ABH will be negotiated for aircraft utilization for mutual threat incidents. 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:

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.

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.

U.S. Forest Service	Idyllwild Fire Protection District
Name: Planning Chief - Stephanie Childs Address: 602 S. Tippecanoe Ave City, State, Zip: San Bernardino, CA 92408 Telephone: 909-382-2631 FAX: 909-383-5770 Email: stephanieschilds@fs.fed.us	Name: Fire Chief – Mark LaMont Address: 54160 Maranatha Dr. (PO Box 656) City, State, Zip: Idyllwild CA 92549 Telephone: 951-659-2153 FAX: 951-659-5571 Email:

WAIVER OF CLAIMS

Parties to the Agreement shall each be responsible for their own losses arising out of the performance of this Agreement, and each Party hereby waives any claim against any other Party for loss or damage of its property and/or personal injury or death of its employees or agents occurring as a consequence of the performance of this Agreement; provided, this provision shall not relieve any Party from responsibility for claims from third parties for losses for which the Party is otherwise legally liable. This waiver does not extend to ordinary expenses incurred as part of the cost of the fire (gloves, fuses, hose, etc.). This provision pertains to claims between the respective State and Federal Agencies and does not pertain to claims advanced by third parties.

Claims requesting compensation for property loss or damage, personal injury, or death resulting from the negligence or other wrongful acts of employees performing under this Agreement will be received by the jurisdictional agency and forwarded to the hiring, or home agency of the allegedly negligent employee for processing.

Employee claims for loss of or damage to personal property must be submitted to the Jurisdictional Agency and then forwarded to the hiring, or home agency of the employee for processing in accordance with the hiring agency's administrative procedures.

SUPPLEMENTAL FIRE DEPARTMENT RESOURCES

Mobilization of Supplemental Resources is NOT covered in local Cooperative Fire Protection Agreements or Operating Plans.

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.

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 U.S. 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. 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 U.S. 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 U.S. 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. These projects may include but not limited to: hazardous fuels reduction (i.e.: prescribed fire burn and prep., thinning, etc.) 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)

U.S. Forest Service policy requires the use of "Wildland Fire Decision Support System" (WFDSS) for all fires on or threatening U.S. Forest Service administered lands that have escaped initial attack. In Unified Command situations the U.S. 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 U.S. 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/mopup. 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 OP will become attachments to the OP. 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 OP ON INCIDENTS

On incidents, the Supporting Party shall furnish the Protecting Party, upon demand, a signed copy of the CFPA and current OP. This interim Operating Plan is executed as

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of the date of the last signature and is effective until the expiration date of the agreement, March 31, 2020, unless modified or superseded.

APPROVAL:

N WITNESS WHEREOF, the Parties have executed this Operating Plan as of the last date written below:
MARK LAMONT Fire Chief Date Idyllwild Fire Protection District
JODY NOIRON, Forest Supervisor U.S. Forest Service, San Bernardino National Forest
The authority and format of this instrument have been reviewed and approved for signature. CONSTANCE ZIPPERER U.S. Forest Service Grants Management Specialist

ANNUAL REVEW:

IN WITNESS WHEREOF, the Parties have performed an annual reviewed this Operating Plan as of the last date written below:

MARK LAMONT, Fire chief

Idyllwild Fire Protection District

Date

JODY NOIRON, Forest Supervisor

U.S. Forest Service, San Bernardino National Forest

Aug 2019

APPENDIX C

IDYIIWILD FIRE PROTECTION DISRICT FREQUENCY ASSIGNMENTS

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

Command Frequencies	111111111111111111111111111111111111111	
RRU 1	RX 151.3850	TX 159.3600
Tactical Frequencies		
Tactical Frequencies IFD Sup 11	RX 156.1050	TX 156.1050

APPENDIX D

SAN BERNARDINO NATIONAL FOREST FREQUENCY ASSIGNMENTS

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

Command Nets:	171.4750 RX 171.4750 RX 172.2250 RX	171.4750 TX 168.1500 TX 164.1375 TX	Forest Net Direct Forest Net Repeat Admin Net
Tactical Nets:	168.2000 TX 166.5500 TX		NIFC Tac 2 R5 Tac 4
	167.1125 TX		R5 Tac 5
	169.1125 TX		R5 IA Air to Grnd 59
	168.4875 TX		R5 IA Air to Grnd 53

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

APPENDIX E

Idyllwild Fire Protection District Chief Officers & Contacts

The state of the s		IFPD Comm. Center	951.659.2153	Emergency 911
		Perris ECC	800.228.9645	144
Name		Position	Work	Mobile
MARK LAMONT	C 6200	Chief	951.659.2153	805-377- 3754
Mark LaMont	A 62001	Deputy Chief	951.659.2153	805.377.3754
RACHEL TEAGARDEN	Admin	Administrative Assistant	951.659.2153	38.2

APPENDIX F

U.S. Forest Service, San Bernardino National Forest Chief & Line Officers

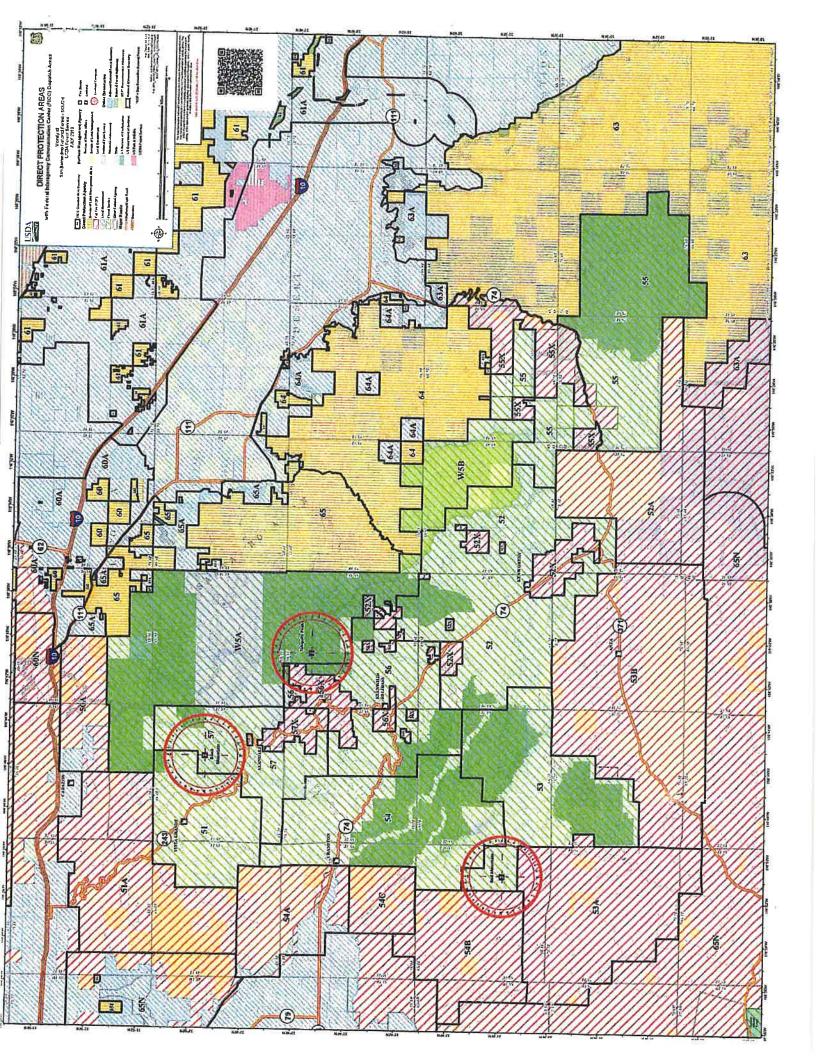


SAN BERNARDINO NATIONAL FOREST FIRE and AVIATION MANAGEMENT

Supervisor's Office Fire Staff	909.382.2600	San Bernardino ATB	909.382.2989	TELS T
		FICC Dispatch	909.383.5654	Emergency 909.383.5651
Name		Position	Work	Mobile
Jaime Gamboa	Chief 1	Chief	909.382.2629	909.677.6017
Mike Nobles	Chief 2	Deputy Chief	909.382.2630	951.204.0165
Jill Erhard- Moore	Division 6	FICC Center Mgr.	909.382.2749	530.701.0262
VACANT	Division 7	Aviation Officer	909.382.2994	951.315.5847
Leslie Casavan	Battalion 71	Air Tanker Base Mgr.	909.382.2992	909.289.4195
Eric Haskins	Battalion 72	Air Attack	909.382.2745	909.659.5233
VACANT	Division 8	Fuels/Fire Protection Specialist	909.382.2632	951.315.5854
Stephanie Childs	Division 9	Forest Fire Planning Specialist	909.382,2631	626.482.6680
Dan Snow	Safety 1	Safety Officer	909.382.2633	951.313.5453
Mountain Top Division	*	West (Sky Forest Office)	909.382.2758	- n =
		East (Fawnskin Office)	909.382.2790	
Thad Chavez	Division 1	Division Chief	909.382.2772	909.266.6905
Rene Vanderhooft	Battalion 11	West Battalion	909.382.2769	951.315.5845
Brian Grant	Battalion 12	Prevention/Fuels Battalion	909.382.2802	909.255.2935
Mike Koontz	Battalion 13	East Battalion	909.382.2790	951.315.5849

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Front Country Division		West (Lytle Creek Office)	909.382.2850	
		East (Mill Creek Office)	909.382.2881	
Scott Howes	Division 3	Division Chief	909.382,2879	909.269.2927
Sal Reyes	Battalion 31	West Battalion	909.382.2877	951.236.1925
Jim Snow	Battalion 32	Protection/Fuels Battalion	909.382.2893	951.314.6950
Josh Boehm	Battalion 33	East Battalion	909.382,2892	909.454,5348
San Jacinto Division		Idyllwiid Office	909.382.2922	
VACANT	Division 5	Division Chief	909.382.2943	909.615.9710
Matt Boss	Battalion 51	Suppression Battalion	909.659.2377	951.314.1427
Matt Ahearn	Battalion 52	Prevention/Fuels Battalion	909.659.5130	951.315.5856
Chris Fogle	Battalion 53	Suppression Battalion	909.659.3926	909.238.2107
Forest Service	Line Officers	· · · · · · · · · · · · · · · · · · ·		000.200.2107
Name		Position	Work	Mobile
Jody Noiron	Supervisor 1	Forest Supervisor	909.382.2600	626.590.7628
Kay Wiand	Supervisor 2	Deputy Forest Supervisor	909.382.2603	951.505.4719
Mark Stamer	Ranger 1	District Ranger	909.382.2728	909.486.1724
Joe Rechsteiner	Ranger 3	District Ranger	909.382.2850	909.453.5494
Julie Hall	Ranger 5	District Ranger	909.382.2922	909.756.0686



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