COUNTY OF LOS ANGELES

FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401

P. MICHAEL FREEMAN
FIRE CHIEF
FORESTER & FIRE WARDEN

July 29, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

REQUEST FOR APPROVAL OF COOPERATIVE FIRE PROTECTION AGREEMENT BETWEEN THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY AND THE ANGELES NATIONAL FOREST (ALL DISTRICTS) (3 VOTES)

SUBJECT

Renewal of the Cooperative Fire Protection Agreement (Agreement) between the Consolidated Fire Protection District of Los Angeles County (District) and the Angeles National Forest (ANF) that provides for mutual cooperation in the prevention, detection and suppression of wildland fires within the protection areas of both agencies. The Agreement includes both mutual aid and assistance-by-hire provisions for wildland fires and other emergency incidents.

IT IS RECOMMENDED THAT YOUR BOARD, ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT:

1. Find that this Agreement is exempt from the California Environmental Quality Act (CEQA).

2. Approve and instruct the Chair of the Board to sign the attached Cooperative Fire Protection Agreement between the Consolidated Fire Protection District of Los Angeles County and the Angeles National Forest to provide for cooperation in the prevention, detection and suppression of wildland fires within the protection areas of

both agencies, and to authorize the Fire Chief or his designee to prepare and execute an Annual Operating Plan (AOP) as a guide for day-to-day operations between the District and the ANF and to modify the AOP as changes in conditions occur.

3. Authorize the Fire Chief to enter into incident cost share agreements with State and/or Federal agencies that provide for a fair distribution of financial responsibilities when wildland fires burn across multiple jurisdictional boundaries.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This Agreement will replace the existing Agreement between the District and the ANF for the Cooperative Fire Protection Agreement as approved by your Board on February 5, 1985 (No. 49322). The ANF is requesting that a new agreement be established between the District and the ANF.

The purpose of this Agreement is to provide for continued cooperation in the prevention, detection and suppression of wildland fires within the protection areas of both agencies. 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.

This Agreement also authorizes the Fire Chief or his designee to prepare and execute an AOP as a guide for day-to-day operations between the District and the ANF and to modify the AOP as changes in conditions occur.

Approval of this Agreement will enhance services to both agencies and is mutually advantageous 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. Many large wildland fires cross multiple jurisdictional lines, burning across District, Federal and State lands. The District participates on these fires pursuant to various agreements such as this proposed Cooperative Agreement with the ANF. After such fires are extinguished, a cost-share agreement that sets forth a fair distribution of financial responsibilities may be finalized by the Fire Chief and appropriate State and/or Federal representatives.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County's Strategic Goal No. 1, "Service Excellence," of the County Strategic Plan which guides us to

"Implement programs to improve the efficiency, quality, and responsiveness of County services to all residents."

FISCAL IMPACT/FINANCING

There are no additional District costs involved in this Agreement for the mutual aid provisions. The District may incur costs through the Assistance-by-Hire provisions of the Agreement or through an incident cost-share Agreement between ANF, the District, and/or the State. Such costs would be determined on an incident-by-incident basis.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement supersedes Agreement No. 49322 dated February 5, 1985. It will be effective the day it is approved by the ANF and shall remain in effect for five years from that date, at which time it will expire unless renewed or extended by the mutual consent of the District Fire Chief and the ANF Forest Supervisor. Major provisions are:

- For the initial 24 hours following initial dispatch of resources by either agency (mutual aid period), no reimbursement of costs will be required if the fire is contained within the designated initial action zones by initial attack resources.
- Assistance by either party beyond the mutual aid period will be reimbursed as provided in the Agreement and Annual Operating Plan.
- For incidents where the District, the State, and/or the ANF have jurisdictional responsibilities, the Fire Chief may enter into a cost-share agreement that sets forth a fair distribution of financial responsibilities, which may result in the District receiving reimbursements for fire protection services provided, or the District making payments to the State or Federal governments for assistance received.
- The District Fire Chief and the ANF Forest Supervisor will enter into an Annual Operating Plan that includes area maps, rates, dispatching procedures, and any other items necessary for efficient implementation of the Agreement.
- The Federal government may use this Agreement to hire the District when assistance is needed on any Federal disasters.

County Counsel has approved this Agreement as to form.

IMPACT ON CURRENT SERVICES OR PROJECTS

The Agreement will improve cooperation in the prevention, detection and suppression of wildland fires within the specified protection areas of both agencies and will allow both agencies to coordinate and assist in each other's effort in prevention, detection and suppression of wildland fires in and adjacent to each

agency's areas of responsibility. It will authorize both agencies to provide support and participate in non-fire emergencies of National scope.

ENVIRONMENTAL REVIEW

This Agreement is exempt from the CEQA pursuant to Section 15061 (b)(3) of the CEQA Guidelines because it can be seen with certainty that this activity will not have a significant effect on the environment. A Notice of Exemption is attached.

CONCLUSION

Upon execution by your Honorable Board, please instruct the Executive Officer, Clerk of the Board to return the following to the Consolidated Fire Protection District's Planning Division, Attention Debbie Aguirre:

- Two (2) copies of the Minute Order and this approved letter.
- Four (4) executed originals and two (2) copies of the Cooperative Fire Protection Agreement.

Upon your Board's approval, the District will forward the Agreement to the ANF for their approval, and after action by the ANF, will return one fully executed Agreement to the Executive Officer, Clerk of the Board.

Respectfully submitted,

P. MICHAEL FREEMAN

PMF:kc

Attachments

c: Executive Officer, Board of Supervisors
Chief Executive Officer
County Counsel
Auditor-Controller

Notice of Exemption

Appendix E

To: ☐ Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

☒ County Clerk
County of Los Angeles

From: (Public Agency) Consolidated Fire Protection District
1320 N. Eastern Ave.
(Address)
Los Angeles, CA 90063

Project Title: Cooperative Fire Protection Agreement between the Consolidated Fire Protection District of Los Angeles County and the Angeles National Forest (ANF)

Project Location - Specific: Angeles National Forest/Los Angeles County

Project Location - City: Angeles National Forest/LA County **Project Location - County:** Los Angeles

Description of Nature, Purpose, and Beneficiaries of Project:

This Agreement will provide for continued cooperation in the prevention, detection and suppresion of wildland fires within the protection areas of both the District and Angeles National Forest. The Agreement includes both mutual aid and assistance-by-hire provisions and is mutually advantages.

Name of Public Agency Approving Project: Los Angeles County Board of Supervisors

Name of Person or Agency Carrying Out Project: Consolidated Fire Protection District of Los Angeles County

Exempt Status: (*check one*)

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☒ Categorical Exemption. State type and section number:
- ☐ Statutory Exemptions. State code number:

Reasons why project is exempt: Pursuant to Section 15061 (b)(3), this project is not subject to CEQA as it can be seen with certainty that there is no possibility that it may have a significant effect on the environment.

Lead Agency Contact Person: Kien Chin Area Code/Telephone/Extension: 323 - 881-2404

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: Date: 7-3-08 Title: Chief, Forestry Division

☐ Signed by Lead Agency Date received for filing at OPR:

☒ Signed by Applicant

Revised October 1989

COOPERATIVE FIRE PROTECTION AGREEMENT BETWEEN ANGELES NATIONAL FOREST AND CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

THIS COOPERATIVE FIRE PROTECTION AGREEMENT is made and entered into by and between the United States Department of Agriculture Forest Service, Angeles National Forest, hereinafter referred to as the "FOREST SERVICE", and the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as the "DISTRICT", 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 December 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.

This 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 the DISTRICT have responsibilities for prevention and suppression on lands protected by each PARTY, 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 of responsibility within each PARTY's jurisdiction, 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 - Definitions.

IV. GENERAL PROVISIONS

1. **ANNUAL OPERATING PLANS** The PARTIES will meet annually, prior to May 1, to prepare/review an Annual Operating Plan (AOP) as approved by the Forest Supervisor of the FOREST SERVICE and the Fire Chief of the DISTRICT. This AOP will include protection area maps for both PARTIES, current rates for use of FOREST SERVICE and DISTRICT equipment and personnel, lists of principal personnel, dispatching procedures, and any other items identified in this Agreement as necessary for efficient implementation. The 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 concurrent or adjoining protection responsibilities (Initial Action Zone or IAZ). 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 immediately within the first 24 hours following initial dispatch of suppression resources (Mutual Aid period) if the incident is contained within the IAZ during the first 24-hour period. All assistance beyond this Mutual Aid period, or above and beyond those identified as "Typical Initial Attack Response" (TIAR) resources, will be Assistance by Hire as described below. TIAR resources will be billed after the 24th hour and not retroactively to the time of dispatch if the incident is contained within the IAZ during the first 24-hour period. All resources, including TIAR resources, will be Assistance by Hire for any fire that is not contained within the IAZ. Resources above and beyond those identified as TIAR resources will be billed from time of dispatch. Reciprocal initial attack will follow the guidelines specified in the AOP.

3. **ASSISTANCE BY HIRE** Assistance by Hire (ABH) is the provision of fire suppression resources, by one PARTY to another, on a cost 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 cost reimbursable as ABH. The DISTRICT may provide out-of-state assistance to the FOREST SERVICE when requested and authorized. Such assistance will be ABH 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 Direct Protection Area (DPA) shall be ABH. Any other resources provided by a Supporting

PARTY, and not specifically ordered by the Protecting PARTY, shall be considered a voluntary contribution.

ABH will include: emergency suppression operations outside the IAZ when ordered by the Protecting PARTY; emergency suppression operations within the IAZ beyond the initial 24-hour Mutual Aid period; and emergency suppression operations within the IAZ which are beyond the supporting PARTY's agreed upon package of "TIAR resources." TIAR resources responded to a fire that started in the IAZ and is contained within the IAZ before the 24-hour Mutual Aid period is over, are still considered Mutual Aid resources and not billable for the first 24-hour period.

For any members of the DISTRICT participating on a Federal incident management team, the ANF will reimburse the DISTRICT per the Assistance-by-Hire provisions of this Agreement.

Audit tracking of ABH resources will begin at the time requests are made. The requesting PARTY will, at the time the request is made, provide the assisting PARTY with an incident name and an incident order and request number that will be used for billing.

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 DPA. In such instances, the PARTY taking such action will promptly notify the protecting PARTY.

   If either PARTY takes such action on a fire independently, the Supporting PARTY will furnish the protecting PARTY a preliminary report orally 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 pre-planned initial attack areas within their respective jurisdictions. This philosophy dictates that the closest available resources, regardless of jurisdictional responsibility, shall be utilized initially. The emphasis to get the closest resources to respond to initial attack area fires is in the best interest of both PARTIES.

6. **NOTIFICATIONS** Each PARTY, acting as a Supporting 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 the equipment and personnel that dispatched to the incident location.

7. **BOUNDARY FIRES** Boundary 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 multiple operational period, multi-jurisdictional incidents and incidents which threaten or burn across DPA boundaries, the PARTIES may jointly develop and execute a written Cost Share Agreement which describes a fair distribution of financial responsibilities. Billing and settlement timeframes are dictated by this Cost Share Agreement. These timeframes supercede the billing timelines identified in Paragraph 16 of this Agreement. A final Cost Share Agreement shall be executed by the FOREST SERVICE Forest Supervisor or their designee and the Fire Chief of the DISTRICT or his designee, in which the final financial responsibility will be determined.

9. **COMMUNICATION SYSTEMS** The PARTIES agree to share the use of communication systems and radio frequencies for the implementation 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.

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 the objectives fully explained. Anticipated costs and the amount of each PARTY'S share of the cost will be specified 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, or replaced through normal procurement procedures as approved by the Incident Commander of each PARTY.

13. **DETERMINATION OF CAUSE AND PRESERVATION OF EVIDENCE** The PARTIES will attempt to protect and preserve the point of origin of the fire and evidence pertaining to the fire cause. On initial attack area 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, District, 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 provided 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, vehicle rentals, salary, benefits, overtime, and per diem of DISTRICT personnel assigned to FOREST SERVICE Incident Management Teams and other agreed upon 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 under this Agreement.

    PARTIES shall submit a bill within 150 days of the control of the incident as determined by the Protecting PARTY.

    PARTIES must clearly identify their 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, an OES F-42 form is not an acceptable support document.** Invoices must identify Supporting PARTY name, fire name, incident order and request number, bill number, and dollar 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 AOP.

    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 will be in compliance with OMB Circular A-87 and rate for each resource identified in the AOP.

Original invoices for services under this Agreement must be sent to:

ADDRESS OF FOREST SERVICE:
USDA Forest Service
Albuquerque Service Center-Incident Finance
101B Sun Avenue N.E.
Albuquerque, New Mexico, 87109

ADDRESS OF DISTRICT:
Los Angeles County Fire Department
P.O. Box 910901
Commerce, CA 90091-0901

One copy of the invoices to:

ADDRESS of FOREST SERVICE:
USDA Forest Service
Angeles National Forest
4503 West Wm. Barnes Ave.
Lancaster, CA 93536

All bills will have a payment due date of 60 days upon receipt by either party.

Payment for services under this Agreement must be sent to:

ADDRESS of FOREST SERVICE:
FOREST SERVICE to provide processing instructions and payment address on their invoices.

ADDRESS of DISTRICT:
Consolidated Fire Protection District of Los Angeles County
P.O. Box 54740
Los Angeles, CA 90054

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

17. **FIRE PREVENTION** PARTIES agree to share responsibilities and materials for fire prevention activities. 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, consistent with 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 by Mutual Aid at no cost or Assistance by Hire as agreed upon by both PARTIES. In the event a wildfire results from Prescribed operations, responsibility and accountability for the cost of suppression is the responsibility of the PARTY that has jurisdiction and authority for igniting the burn as identified in the Prescribed Fire plan. If the Prescribed Fire is a joint operation in jurisdictions of both the DISTRICT and the FOREST SERVICE, the cost of suppression of a resulting wildfire will be shared according to the acre distribution between the PARTIES in the original Prescribed Fire 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 legal prohibitions against such response. Reimbursement provisions for national emergencies are not outlined in this Agreement and may be different than the reimbursement rates 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 PARTY and their authorized representatives, 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 was made by the Protecting PARTY under this Agreement.

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 obligate either PARTY 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 Forest Supervisor of the FOREST SERVICE and the Fire Chief of the DISTRICT by the issuance of a written modification, signed and dated by the Forest Supervisor and the Fire Chief of the DISTRICT.

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 will 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 DISTRICT incident. The DISTRICT agrees to send qualified personnel who meet the training standards adopted by the DISTRICT to any Incident Management Team (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 DISTRICT resources, NFPA or CAL OSHA Title 8 specifications satisfy this PPE requirement. At no time will personnel responding for "suppression efforts" be without the approved PPE.

29. **LAW ENFORCEMENT** Law enforcement efforts shall be coordinated to the maximum extent practicable, 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 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 exclude 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 willful acts of violence against such persons or property.

32. **NON-DISCRIMINATION** 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 including but 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 involving injuries or equipment damage 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 Supporting 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 is encouraged.

34. **FREEDOM OF INFORMATION ACT (FOIA)** Any information furnished to the FOREST SERVICE under this Agreement is subject to the Freedom of Information Act (5 U.S.C. 552) and any information to DISTRICT is subject to California Public Records Act.

35. **DEBT COLLECTION IMPROVEMENT ACT** The DISTRICT shall furnish their tax identification number (TIN) upon execution of this Agreement. The DISTRICT may wish to enroll in the Automatic Deposit program, at the sole discretion of the DISTRICT. Information concerning this Automatic Deposit program can be found at: www.nfc.usda.gov/dcia/eftweb.htm.

36. **TERMINATION** Both PARTIES retain the right to terminate this Agreement for convenience or without cause by providing 30 days written notice to the other PARTY.

37. **LEGAL AUTHORITY** The DISTRICT certifies that the person executing this on its behalf has the legal authority to enter into this Agreement.

38. **COMMENCEMENT/EXPIRATION DATE** This Agreement 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 or extended by mutually executed written Agreement by the Forest Supervisor and the Fire Chief of the DISTRICT.

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 shall be listed in the AOP.

REVIEW:

Bonnie Harris

BONNIE HARRIS
FOREST SERVICE GRANTS AND
AGREEMENTS SPECIALIST

06/10/08
Date

P. Michael Fr

P. MICHAEL FREEMAN
DISTRICT FIRE CHIEF

7/16/08
Date

APPROVAL:

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

UNITED STATES DEPARTMENT OF AGRICULTURE FOREST SERVICE

_____
JODY NOIRON
Forest Supervisor

Date_____

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

_____
Chair, Board of Supervisors

Date_____

ATTEST:

SACHI A. HAMAI,
Executive Officer-Clerk of the
Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

F:\Planning\kc\2008 ANF Agmt – Revised 6-2-08

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 DISTRICT or FOREST SERVICE.

ASSISTANCE BY HIRE (ABH): Fire suppression resources and associated support resources needed to fill the incident order that are to be paid for by the Protecting PARTY. The FOREST SERVICE reimbursement shall be actual cost plus the Administrative Rate. The DISTRICT's reimbursement will be at the DISTRICT's current ABH billing rates, calculated by the DISTRICT based upon established criteria and approved the Los Angeles County Auditor-Controller.

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

BOUNDARY FIRE: A fire burning on or directly adjacent to the Direct Protection Area boundary between the DISTRICT 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 Mutual Aid or reimbursable basis pursuant to the Annual Operation Plan.

COST SHARE AGREEMENT: An interagency agreement describing the conditions and/or percentage of DISTRICT and FOREST SERVICE financial responsibility for costs incurred as a result of jointly approved operations pursuant to the terms and conditions 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 fire protection by the DISTRICT or by the FOREST SERVICE. DPAs may include a combination of DISTRICT and FOREST SERVICE responsibility areas.

DIRECT PROTECTION AREA MAPS: Official maps which identify areas of direct 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, etcetera, but not buildings.

FIRE HELICOPTER: A rotary wing aircraft provided by the DISTRICT 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 firefighting 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 firefighting module consisting of a "fire helicopter", helitender, and firefighting 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 ACTION ZONE (IAZ): Areas considered to be Initial Action Zones under the Annual Operating Plan.

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 Supporting 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.

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 fire protection (DPA) to a given area pursuant to this Agreement.

REIMBURSABLE WORK: Resources (including personnel and equipment) 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.

STRUCTURE PROTECTION AND PERIMETER CONTROL:
Structure Protection: Those immediate actions taken to actively and safely prevent the fire from damaging/destroying structures and/or improvements.
Controlling Perimeter: All actions taken to directly engage, or indirectly control or extinguish the fire.

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.

TYPICAL INITIAL ATTACK RESPONSE (TIAR) RESOURCES: Resources designated as each PARTY's typical initial attack response into the IAZ that are not reimbursable for work performed within the first 24-hour period. The AOP shall list each PARTY's TIAR response. definition.

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.