



## COUNTY OF LOS ANGELES

### FIRE DEPARTMENT

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

DARYL L. OSBY  
FIRE CHIEF  
FORESTER & FIRE WARDEN

# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

December 20, 2016

47 December 20, 2016

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

LORI GLASGOW  
EXECUTIVE OFFICER

Dear Supervisors:

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

**SUBJECT**

Approve and authorize the Fire Chief to sign a new five-year Agreement for Services between the U.S. Forest Service Angeles National Forest (ANF) and the Consolidated Fire Protection District of Los Angeles County (Fire District) that provides for mutual cooperation in the prevention, detection and suppression of wildland fires, including provisions for mutual aid and assistance-by-hire for wildland fires and other emergency incidents, and non-emergency events in substantially the same form as Attachment A.

**IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE  
CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:**

- 1) Find that the five-year Cooperative Fire Protection Agreement (Agreement) between the Fire District and the ANF is exempt from the California Environmental Quality Act (CEQA) under Section 15061(b) (3) of the State CEQA Guidelines.
- 2) Approve and authorize the Fire Chief to sign an agreement with the ANF in substantially the same form as Attachment A that provides for mutual cooperation in the prevention, detection and suppression of wildland fires, including provisions for mutual aid and assistance-by-hire for wildland fires and other various incidents and events.
- 3) Delegate authority to the Fire Chief of the Fire District to amend the Agreement as needed. Such amendments will be approved between the Fire District and ANF, and as to form by County Counsel.

4) As authorized and discussed in the Agreement, delegate authority to the Fire Chief, or his designee, to review and update the Operating Plan (OP) between the Fire District and ANF on an annual basis and to modify the OP as changes in conditions occur.

5) As authorized and discussed in the Agreement, delegate authority to the Fire Chief, or his designee, to enter into incident cost-share agreements with State and/or other agencies that provide for fair distribution of financial responsibilities when wildland fires burn across multiple jurisdictional boundaries.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

This Agreement will replace the existing Cooperative Fire Protection Agreement between the Fire District and the ANF as approved by your Board on July 2, 2013 (No. 76648), which will expire on December 31, 2016.

The purpose of this Agreement is to provide for continued cooperation in the prevention, detection and suppression of wildland fires, fuel treatments and prescribed fires within the protection areas of the Fire District and the ANF. This Agreement describes the conditions in which mutual aid periods are established to provide resources to each other on a non-reimbursable basis.

Approval of this Agreement will enhance services to both agencies and is mutually advantageous to coordinate and assist the Fire District's and ANF's efforts in prevention, detection, and suppression of wildland fires in and adjacent to their areas of responsibility. Many wildland fires cross multiple jurisdictional lines, burning across Fire District, Federal, and State lands. The Fire District participates in the suppression of fires pursuant to various agreements such as this proposed Agreement with the ANF. On multijurisdictional fires, a cost-share agreement that sets forth a fair distribution of financial responsibilities may be necessary and will be finalized by the Fire District's Fire Chief and appropriate local, State and/or Federal representatives.

### **Implementation of Strategic Plan Goals**

Approval of the Agreement is consistent with the County's Strategic Plan Goal No. 1, Operational Effectiveness/Sustainability, and Goal No. 3, Integrated Services Delivery, as it provides for continued efficiency, quality, and responsiveness of County services to all residents.

### **FISCAL IMPACT/FINANCING**

There is no impact to net County cost as this Agreement will continue the mutual cooperation by the Fire District and the ANF. However, the Fire District may incur costs through the assistance-by-hire and incident cost-share provisions of the Agreement between the ANF, the Fire District and/or the State. Such costs would be identified on an incident-by-incident basis.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

This Agreement supersedes Agreement No. 76648 adopted by your Honorable Board on July 2, 2013. If approved, the Agreement will commence on January 1, 2017, and shall remain in effect for five years from that date.

The Fire District is also requesting that your Honorable Board authorize the Fire Chief to sign any amendments as necessary for the successful administration of this Agreement.

The Agreement has been approved as to form by County Counsel.

### **ENVIRONMENTAL DOCUMENTATION**

This Agreement is exempt from the provisions of the CEQA, pursuant to Section 15061(b)(3) of the CEQA guidelines.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The Agreement will continue the existing mutual cooperation in the prevention, detection and suppression of wildland fires, fuel treatments and prescribed fires in and adjacent to each agency's areas of responsibility. Additionally, the Agreement authorizes the Fire District and the ANF to support and participate in nationally declared emergencies.

### **CONCLUSION**

Upon execution by your Honorable Board, please instruct the Executive Officer, Clerk of the Board to return the following to the Fire District:

1. Two (2) copies of the Minute Order and this approved letter;
2. Four (4) executed originals and two (2) copies of the Agreement directed to:

Consolidated Fire Protection District of Los Angeles County  
Planning Division  
1320 N. Eastern Avenue  
Los Angeles, CA 90063  
Attention: Debbie Aguirre, Division Chief

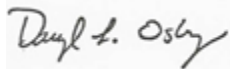
The Fire District will forward the executed copies to the ANF for their records.

The Honorable Board of Supervisors

12/20/2016

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Respectfully submitted,

A handwritten signature in cursive script that reads "Daryl L. Osby". The signature is written in black ink on a light-colored background.

DARYL L. OSBY

FIRE CHIEF, FORESTER & FIRE WARDEN

DLO:th

Enclosures

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



**COOPERATIVE FIRE PROTECTION AGREEMENT**  
**Between The**  
**COUNTY OF LOS ANGELES FIRE DEPARTMENT**  
**And The**  
**U.S. Forest Service**  
**ANGELES NATIONAL FOREST**

This COOPERATIVE FIRE PROTECTION AGREEMENT is made and entered into by and between the County of Los Angeles Fire Department, hereinafter referred to as the Department, and the USDA, Forest Service Angeles 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 U.S.C. 1856a), Granger-Thye Act of April 24, 1950 (16 USC 572), and Cooperative Funds and Deposits Act of December 12, 1975, P. L. 94-148, (16 U.S.C. 565a1 – a3), as amended by the Consolidated Appropriations Act of 2008 P. L. 110-161 and the Omnibus Public Lands Act, P.L. 111-11, Sec 3001.

## **I. PURPOSE**

The purpose of this Agreement is to provide for cooperation in the prevention, detection and suppression of wildland fires, fuels treatments and prescribed 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.

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.

The purpose of the agreement is to also provide overhead personnel for Federal Incident Management Teams and miscellaneous overhead resources.

## **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 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.

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. It is also mutually advantageous for both Parties to provide support and participate in non-fire emergencies. Federal resources may be requested to respond to non-wildland fire emergencies, but will only provide assistance commensurate with the policies and training of the responding personnel and equipment.

**III. DEFINITIONS** See Exhibit A attached hereto and incorporated herein by reference.

#### **IV. GENERAL PROVISIONS**

1. **OPERATING PLANS** The Parties will meet annually, prior to the initiation of fire season, to review and update, if necessary, the Operating Plan (OP). This OP will include protection area maps for all Parties, current rates for use of department equipment and personnel, lists of principal personnel, dispatching procedures, and any other items identified in this Agreement as necessary for efficient implementation. This OP, as it may be updated from time to time, shall become attached to and made a part of this Agreement.
2. **RECIPROCAL FIRE PROTECTION (MUTUAL AID)** As deemed appropriate, the Parties will include within the OP, reciprocal Initial Attack response areas for lands of intermingled or adjoining protection responsibilities. Within such areas the Supporting Party will, upon request or voluntarily, take Initial Attack action in support of the Protecting Party. The Protecting Party will not be required to reimburse the Supporting Party for initial attack actions taking place in these areas within the first **24** hours following initial dispatch of suppression resources. All assistance beyond this Mutual Aid period will be Assistance by Hire and will be billed retroactively for the full period from the time of initial dispatch. Reciprocal initial attack will follow the guidelines specified in the current OP.
3. **REQUESTED ASSISTANCE** Outside Initial Attack areas, when requested by the Protecting Party, the Supporting Party will, within their capability, provide initial action or other support on wildland fires. Such requested assistance is reimbursable.
4. **ASSISTANCE BY HIRE** Assistance by Hire is the provision of fire suppression resources, by one to another, on a reimbursement basis. All requests for Assistance by Hire must be clear and precise and shall be processed and recorded through the dispatching systems of the Parties. Requests not processed in this manner will not be reimbursable. Personnel, equipment, supplies or services provided by the Supporting Party and essential to filling the resource order, which are necessary and reasonable, shall be considered as reimbursable as Assistance by Hire. The Department may provide out-of-state assistance to the U.S. Forest Service when requested. Such assistance will be Assistance-by-Hire unless otherwise specified as Mutual Aid in the current OP.



Except for Mutual Aid, all requests for fire suppression assistance in either Party's DPA shall be Assistance by Hire. Any other resources provided by the Supporting Party, and not specifically ordered by the Protecting Party, shall be considered a voluntary contribution and not reimbursed under the terms of this agreement.

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

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

6. **CLOSEST FORCES** The Parties agree to aggressively pursue initial attack plans that utilize "Closest Forces" wherever appropriate, and to identify preplanned initial attack areas within their respective jurisdictions. This philosophy dictates that the closest available resources, regardless of ownership, shall be utilized initially. The emphasis to get the closest resources to respond to initial attack fires is in the best interest of all Parties.
7. **NOTIFICATIONS** Each Party will promptly notify the Protecting Party of fires burning on or threatening lands for which that Party has protection responsibility. When taking action, the Supporting Party will, as soon as possible, notify the Protecting Party in accordance with the OP; detailing what equipment and personnel have been dispatched to the incident location.
8. **BOUNDARY LINE FIRES** Both Parties shall have responsibility for Initial Attack in the case of a Boundary Line Fire. Neither Party will assume the other is aware of the fire, or is taking action. The officer-in-charge who arrives first at the boundary line fire will act as Incident Commander. When both Parties have arrived, they will mutually agree to the designation of the Incident Commander or the initiation of a Unified Command Structure.
9. **COST SHARING** On multi-jurisdictional incidents and incidents which threaten or burn across direct protection boundaries, the Parties will jointly develop and execute a written cost share agreement which describes a fair distribution of financial responsibilities. Billing timeframes are dictated by the cost share agreement. These timeframes supersede the billing timelines identified in Clause 17.
10. **COMMUNICATION SYSTEMS** The Parties agree to share the use of communication systems, radios 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 OP.



11. **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. OPs may outline conditions for specific situations. Whenever it has been mutually agreed, fees for such use, as might be found in special use permits or other similar documents, may be waived. Any operational costs required for such proposed use may be shared and reimbursed by the using Party. Any shared cost or reimbursements will be governed in accordance with a Supplemental Project Agreement signed by each Party.
12. **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 in a Supplemental Project Agreement signed by each Party prior to starting the project, which agreement shall include an explanation of the objectives of each undertaking and the role each Party will play in accomplishing that objective. Any shared cost or reimbursements will be governed in accordance with the Supplemental Project Agreement.
13. **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. Items not available at the incident will be documented and an "S" number will be issued to authorize replacement after the resource leaves the incident.
14. **PRESERVATION OF EVIDENCE** Both Parties will take action to protect and preserve the fire origin area and evidence pertaining to the fire cause.
15. **TRAINING** The Parties will cooperate to ensure 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 OP.
16. **FIRE TRAINING CENTERS** The Parties agree to reimburse (or bill) for fire training rendered at 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.





17. **INDIRECT COST RATES** Indirect costs are those items of expense incurred as part of general management and administrative support of an organization. These costs are not attributable to a specific project, program or output, but are distributed among many benefiting activities. Often they are proposed as a percentage of direct project costs and are referred to as administrative costs, overhead, or burden. Examples may include office space, computer equipment, postage, utilities, salaries for administrative activities, such as procurement, personnel, accounting, and so forth. Direct charging of these costs, however, may be appropriate if they can be specifically identified to a project or program and the nature of the work performed creates a unique need or requires an extensive amount of support.

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
18. **BILLING PROCEDURES** The Supporting Party will bill the Protecting Party for actual costs incurred for Assistance by Hire. Reimbursements will be limited to the provisions of the Agreement and the applicable OP, regardless of whether or not it is authorized on the Resource Order or other documentation produced by the incident.

Reimbursable costs may include transportation, salary, overtime, per diem and other approved expenses of Supporting agency personnel. Rates and conditions of use for the equipment and personnel are documented in the OP.

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

Parties must use their own invoice form for billing under this Agreement to avoid any confusion with other services that may have been ordered under other agreements. Invoices must identify Supporting Party's name, address, and Taxpayer Identification Number (Department only), fire name, order and request number, and bill number and amount. Invoice supporting documentation must include description of services performed, period of services performed, and any applicable cost share agreements. Supporting documentation will itemize details of billing, listing personnel,



equipment, travel and per diem, aircraft, supplies and purchases as approved in the attached OP. It will also include itemized deductions for maintenance and repair of equipment.

Department invoices will include "Record of Activities" (FSLA-5) and U.S. Forest Service invoices will include transaction register.

Invoices for services under this agreement must be sent to:

U.S. Forest Service	Department
<b>EDWARD HESBOL, CENTER MANAGER</b> 4503 W. William Barnes Ave. Lancaster, CA 93536 Telephone: 661-723-2707 FAX: 661-723-2710 Email: ehesbol@fs.fed.us	Debby Prouty, Assistant Chief, FMD 1320 N. Eastern Ave Los Angeles, CA 90063 Telephone: 323.838.2260 FAX: 323.869.0730 Email: Debby.Prouty@fire.lacounty.gov

All bills will have a payment due date 30 days upon receipt.

Contested Billings: Written notice that a bill is contested will be mailed to the Party within 30 days of receipt of the invoice and will fully explain the contested items. Contested items should be resolved no later than 60 days following receipt of the written notice. Parties are responsible for facilitating resolution of contested billings.

Billing requirements and rates are documented in the attached OP.

- 19. **FIRE PREVENTION** Parties may agree to share responsibilities and materials for fire prevention activities. Materials may include posters for display in public buildings, businesses and the like. Parties may share responsibility for fire prevention and rural fire safety presentations and demonstrations.
- 20. **FIRE RESTRICTIONS AND CLOSURES** Parties will coordinate restrictions and closures.
- 21. **PRESCRIBED FIRE AND FUELS MANAGEMENT** The Parties may cooperate in the development and implementation of Prescribed Fire plans. Mutually beneficial projects may be at no cost or Assistance by Hire where appropriate. Reimbursements will be governed in accordance with a Supplemental Project Agreement signed by each Party.

In the event a wildfire results from Prescribed Burning operations, responsibility and accountability for the cost of suppression rest with the Party that has authority for igniting the burn as identified in the Rx Burn Plan.

Parties will keep each other informed of Prescribed Fire operations.



22. **NATIONAL EMERGENCIES** The Parties to this Agreement may respond upon request to National declared emergencies providing there are no statutory prohibitions against such use.
23. **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.
24. **EXAMINATION OF RECORDS** Each Party shall give the other, or their authorized representative, access to, and the right to examine all records, books, papers and documents related to this Agreement as provided by the Freedom of Information Act (FOIA) and Privacy Act. Parties shall retain and make supporting documents available for a period of 5 years after final payment.
25. **FUNDING LIMITATION** Nothing herein shall be considered as obligating either Party to expend, or as involving either in any contract or other obligation for the future payment of, money in excess of funding approved and made available for payment under this Agreement and any modification thereto.
26. **NATIONAL INTERAGENCY INCIDENT MANAGEMENT SYSTEM** The Parties to this Agreement will operate under the concepts defined in the National Interagency Incident Management System (NIMS) including: Incident Command System (ICS), qualifications system, certification system, training system, the management of publications, and participate in the review, exchange, and transfer of technology as appropriate for providing qualified resources, and for the management of incidents covered by this Agreement.
27. **FIREFIGHTER & OVERHEAD QUALIFICATIONS** U.S. Forest Service agrees to send qualified personnel who meet all the position requirements specified in FSH 5109.17 (meets or exceeds PMS 310-1) to any Department incident. The Department agrees to send qualified personnel who meet the training and qualification standards specified in National Wildfire Coordinating Group's (NWCG) PMS 310-1 to any U.S. Forest Service incident, IMT assignment or overhead request.
28. **PERSONAL PROTECTIVE EQUIPMENT** The Parties agree to provide their respective responding personnel with approved personal protective equipment (PPE) suitable for the assignment. In the case of U.S. Forest Service resources, NFPA standards apply in wildland fire situations. In the case of Department resources NFPA or CAL OSHA, title 8 specifications meet the requirement. At no time will personnel respond without the approved PPE.
29. **LAW ENFORCEMENT** Law enforcement efforts shall be coordinated to the maximum extent possible, at all levels by all Parties. The Parties shall render mutual



assistance in law enforcement activities and the gathering of evidence, and in actual court prosecutions to the fullest extent practicable.

30. **EQUIPMENT** The Party that owns the equipment is responsible for the operation, service, and repair of such equipment. Notwithstanding the general waiver of claims against each other, the Protecting Party shall pay or reimburse for damage in excess of normal wear and tear, and shall replace or reimburse items lost or destroyed, except for damages occurring as a result of negligence by the Supporting Party. Special rates for Federal Excess Personal Property (FEPP) equipment will be displayed in the rate schedules, which eliminate any purchase or replacement costs for the apparatus.
31. **RECIPROCAL FIRE 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 compensation for any 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.
32. **NONDISCRIMINATION** The Parties shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive orders, regulations, and policies. These include, but are not limited to 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.
33. **ACCIDENT INVESTIGATIONS** Whenever an accident occurs involving the equipment or personnel of a Supporting Party, the Protecting Party shall take immediate steps to notify the Supporting Party that an accident has occurred. As soon as practical, the Protecting Party shall initiate an investigation of the accident. A team made up of appropriate representatives from all affected agencies shall conduct the investigation. Costs for investigation personnel are Party-specific and will be borne by the sending Party. Other accident or incident investigation costs are the fiscal responsibility of the Party (ies) that has jurisdiction and/or investigative responsibility. The sharing of information between Parties on accident investigations and their findings and probable causes is a valuable tool for safety and must be encouraged.
34. **FREEDOM OF INFORMATION ACT (FOIA)** Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
35. **DEBT COLLECTION IMPROVEMENT ACT** The Department shall furnish their tax identification number (TIN) upon execution of this Agreement. The Department may wish to enroll in the Automatic Deposit program. Information concerning this program can be found at: [www.nfc.usda.gov/dcia/eftweb.htm](http://www.nfc.usda.gov/dcia/eftweb.htm).



36. **DUNS NUMBER** The cooperator shall furnish their DUNS number upon execution of this instrument. You may obtain a DUNS number by contacting Dun and Bradstreet at 800-234-3867 or 866-794-1580. A DUNS number will be provided immediately by telephone at no charge.
37. **ELECTRONIC FUNDS TRANSFER (EFT)** The recipient/cooperator shall designate a financial institution or an authorized payment agent through which a federal payment may be made in accordance with US Treasury Regulations, Money and Finance at 31 CFR 208, which requires that federal payments are to be made by EFT to the maximum extent possible. A waiver may be requested and payments received by check by certifying in writing that one of the following situations apply:
1. The payment recipient does not have an account at a financial institution.
  2. EFT creates a financial hardship because direct deposit will cost the payment recipient more than receiving a check.
  3. The payment recipient has a physical or mental disability, or a geographic, language, or literacy barrier.
- In order to receive EFT payments the recipient/cooperator shall register in the System for Award Management (SAM). You may register by going to [www.sam.gov](http://www.sam.gov) and following the instructions provided online. For assistance, contact the SAM User Help by contacting the supporting Federal Service Desk at (866)606-8220 or [www.fsd.gov](http://www.fsd.gov).
38. **PREVIOUS AGREEMENTS CANCELED** This Agreement supersedes and cancels any prior Cooperative Fire Protection Agreement between the Parties.
39. **TERMINATION** Both Parties retain the right to terminate their participation under this Agreement by providing 30 days written notice to the other Party.
40. **MODIFICATIONS** Modifications within the scope of the instrument must be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
41. **COMMENCEMENT/EXPIRATION DATE** This instrument is executed as of the date of last signature and is effective for five years from that date, at which time it will expire.
42. **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.



43. **PRINCIPAL CONTACTS** Individuals listed below are authorized to act in their respective areas for matters related to this instrument.

**Principal Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Daryl L. Osby, Fire Chief 1320 N. Eastern Ave Los Angeles, CA 90063 Telephone: 323.838.2260 FAX: 323.869.0730 Email: Daryl.Osby@fire.lacounty.gov	Vince Pena, Assistant Chief 26320 Citrus Street Santa Clarita, CA 91355 Telephone: 661.753.9736 FAX: Email: Vince.Pena@fire.lacounty.gov

**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Robert Garcia, Forest Fire Management Officer 701 N. Santa Anita Ave. Arcadia, CA 91006 Telephone: 626-574-5223 Email: rjgarcia@fs.fed.us	Edward Hesbol, Dispatch Center Manager 4503 W. William Barnes Ave. Lancaster, CA 93536 Telephone: 661-723-2707 FAX: 661-723-2710 Email: ehesbol@fs.fed.us
	Karen McWilliams, Grants Management Specialist 701 N. Santa Anita Avenue Arcadia, CA 91006 Telephone: 626-574-5221 Email: ktmcwilliams@fs.fed.us

44. **AUTHORIZED REPRESENTATIVES.** 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 instrument. In witness whereof, the Parties hereto have executed this instrument as of the last date written below.

\_\_\_\_\_  
DARYL L. OSBY, FIRE CHIEF  
County of Los Angeles Fire Department

\_\_\_\_\_  
Date



**JEFFREY VAIL, FOREST SUPERVISOR**  
U.S. Forest Service, Angeles National Forest

Date

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

**KAREN MCWILLIAMS**  
U.S. Forest Service Grants Management Specialist

Date

Burden Statement

According to the Paperwork 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.



**COOPERATIVE FIRE PROTECTION AGREEMENT**  
**EXHIBIT A**  
**DEFINITIONS**

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

**AIRCRAFT:** Any firefighting fixed or rotary-winged aircraft owned or contracted exclusively to the Department or U.S. Forest Service.

**ASSISTANCE BY HIRE:** Fire suppression resources and associated support resources needed to fill the incident order that are to be reimbursed by the Protecting Party to the Supporting Party. Terms of the agreement establish the reimbursement rates.

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

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

**BOUNDARY FIRE:** A fire burning on or directly adjacent to the Direct Protection Boundary between the Department and the U.S. Forest Service.

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

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

**COST SHARE AGREEMENT:** An interagency agreement describing the conditions and/or percentage of Department and U.S. Forest Service financial responsibility for costs incurred as a result of jointly approved operations pursuant to the terms of this agreement.

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

**DIRECT PROTECTION AREA (DPA):** That area which, by law or pursuant to the terms of this agreement, is provided wildland fire protection by the Department or by the U.S. Forest Service. DPAs may include a mixture of Department and U.S. Forest Service responsibility areas.

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





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

**FIRE HELICOPTER:** A rotary wing aircraft provided by the Department or the U.S. Forest Service for planned availability and initial attack fire response.

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

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

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

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

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

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

**INITIAL ATTACK:** Resources initially committed to an incident.

**JURISDICTIONAL PARTY:** The party which has overall land and resource management and/or protection responsibility as provided by law.

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



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

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

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

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

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

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

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

**SUPPLEMENTAL FIRE DEPARTMENT RESOURCES:** Overhead tied to a local fire department generally by agreement who are mobilized primarily for response to incidents/wildland fires outside of their district or mutual aid zone. They are not a permanent part of the local fire organization and are not required to attend scheduled training, meetings, etc. of the department staff.

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



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

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

**WILDFIRE:** An unwanted fire burning uncontrolled on wildland.

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



**COOPERATIVE FIRE PROTECTION AGREEMENT**  
**Exhibit D**  
**SUPPLEMENTAL FIRE DEPARTMENT RESOURCES**

When mobilizing Supplemental Fire Department Resources outside of the fire district or mutual aid zone, the following will apply.

**Mobilization**

Mobilization will follow established ordering procedures as identified in the National, Geographic, and Local Mobilization Guides. Resources will be mobilized from the Host Dispatch Zone in which the department is located. Personnel will be provided a copy of the resource order request after confirmation of availability and prior to departure from their home jurisdiction. Resource orders shall clearly indicate incident assignment, incident location, expected incident arrival time, and any additional special needs or equipment authorizations, e.g. rental vehicles, etc.

**Reimbursable Costs**

Reimbursable costs for personnel include compensation rates for hours worked, transportation, and per diem. It is the intent of this provision that the Supplemental Fire Department Resource be paid a regular compensation rate for all hours worked plus an overtime compensation rate for actual overtime hours worked, including travel. Reimbursable costs shall not include portal to portal pay or the employee portion of benefits. Travel and per diem reimbursements will be based on the Federal Travel Regulations.

Backfill is not reimbursable for personnel hired as Supplemental Fire Department Resources.

An indirect cost allowance equal to ten percent of the direct salary and wage cost of providing the service (excluding overtime, shift premiums, and fringe benefits) is allowed.

**Personnel**

All personnel will possess an active Incident Qualification System (IQS) or equivalent incident qualification documentation commensurate with all applicable NWCG 310-1 standards for training and qualifications. Personnel will be qualified for their assigned positions. Department is responsible for annually certifying and maintaining the qualifications of their Supplemental Fire Department Resources. Department will bear the cost of training for their Supplemental Fire Department Resources.

Any personnel to be mobilized under this exhibit will be listed in the Operating Plan (OP) by name, position(s), and identified as SR. While on assignment, these individuals are Department employees and the Department will be reimbursed for their actual costs.



### **Rate Determination**

The basis for the computation of base hourly rate is the classification level of the position filled according to the attached matrix. Base hourly rate shall be no more than step 5 of the appropriate GS wage adjusted for locality pay at the location of the fire district.

These rates can be found on the OPM web site <http://www.opm.gov>, Salaries and Wages. Personnel are hired at the rate of the position being filled, not their highest qualification.

The hourly compensation rates identified in the OP are computed as follows:

1) **Regular Compensation Rate:** The rates listed include base hourly rate determined above plus employee benefits. Employee benefits include those costs actually incurred by the Department for the employment of these individuals, such as employer liability, workers compensation, employer share of social security, etc.

2) **Overtime Compensation Rate:** Overtime compensation rates are paid based on a 7 day work week beginning on day one of mobilization. Compensation rates are paid at time and a half of the base hourly rate for all hours worked in excess of 8 hours per day for the first 5 days and full time and one half for all hours worked during the remainder of the work week. Compensation includes travel time.

3) **Hazard Pay Rate:** Hazard pay differential is paid to those employees performing work that meets the definition of hazardous duty as defined in the Interagency Incident Business Management Handbook, Section 12.9. Compensation rates are paid at 25 percent of the base rate when performing duties that meet the definition of hazardous duties. All hazard pay differential is based on a 24-hour day from 0001-2400 and shall be paid for all hours in pay status during the calendar day in which the hazardous duty is performed.

### **Days off at Incident**

Days off at the incident will be paid for 8 hours. Work/rest guidelines will be followed, and mandatory days off will follow current guidelines (IIBMH 12.7-2 #4). Once travel to the home unit commences days off will not be paid.

### **Transportation and Per Diem**

Per Diem reimbursements will be based on the Federal Travel Regulations. The payment rate for privately-owned vehicles (POVs) and rental vehicles used to support Supplemental Fire Department Resources shall be at the current Federal Travel Regulation rate.