

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

24-880

SAP Number

San Bernardino County Fire Protection District

Department Contract Representative
Telephone Number

Dan Munsey
387-5779

Contractor

United States Department of
Interior, Bureau of Land
Management, California Desert
District, National Park Service,
Death Valley National Park, Joshua
Tree National Park, Mojave
Preserve and Castle Mountain
National Monument

Contractor Representative
Telephone Number
Contract Term
Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center
Grant Number (if applicable)

Briefly describe the general nature of the contract:

This is to approve a Cooperative Fire Protection Agreement, including non-standard terms, with the United States Department of Interior, Bureau of Land Management, California Desert District, National Park Service, Death Valley National Park, Joshua Tree National Park, Mojave Preserve and Castle Mountain National Monument, to provide for cooperation in the prevention, detection, and suppression of wildland fires on property within the protection areas or jurisdiction of the parties for a term of five years, effective upon signature by both parties.

FOR COUNTY USE ONLY

Approved as to Legal Form

▶ _____

Rick Luczak, Deputy County Counsel

Date 9/5/2024

Reviewed for Contract Compliance

▶ _____

Date _____

Reviewed/Approved by Department

▶ _____

Date _____

BDC Agreement No.

BLM Agreement No.

NPS Agreement No. G8075241008

COOPERATIVE FIRE PROTECTION AGREEMENT
Between The
SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT
And The
DOI BUREAU OF LAND MANAGEMENT, CALIFORNIA DESERT
DISTRICT
And The
DOI NATIONAL PARK SERVICE, DEATH VALLEY NATIONAL PARK,
JOSHUA TREE NATIONAL PARK, MOJAVE PRESERVE and the CASTLE
MOUNTAIN NATIONAL MONUMENT

This COOPERATIVE FIRE PROTECTION AGREEMENT is made and entered into by and between the San Bernardino County Fire Protection District, hereinafter referred to as the "Department", and the USDI, Bureau of Land Management, California Desert District, National Park Service, Death Valley National Park, Joshua Tree National Park, Mojave Preserve and Castle Mountain National Monument hereinafter referred to as the California Desert Interagency Fire Program "CDIFP," under the authority and provisions of: Reciprocal Fire Protection Act of May 27, 1955 (42 U.S.C. 1856a),

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.

This Agreement provides for cooperation only in wildland fire management activities on lands managed by the CDIFP or within the Department boundaries. The CDIFP shall not respond to structure fires, vehicle fires or traffic accidents in lieu of the Department. The CDIFP, as available, can respond to such incidents when adjacent wildlands covered under this Agreement are threatened by fire from such incidents. Any requests for the Department resources to respond to incidents outside of the CDIFP will be through the California Fire Assistance Agreement (CFAA) or another agreement.

II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS

The CDIFP has the responsibility for prevention, protection, and suppression of wildland fires on Federal administered lands, and on adjacent or intermingled State and private forested lands as identified through the California Master Cooperative Wildland Fire Management and Stafford Act Response Agreement (CFMA).

The Department has the responsibility for prevention, protection, and suppression of wildland fires on private lands, structure fires 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 CDIFP.

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 aid commensurate with the policies and training of the responding personnel and equipment.

Nothing in this Agreement shall be considered as obligating the parties to this Agreement to expend funds.

III. EXHIBITS

The following Exhibits are hereby incorporated into this agreement: Operating Plan (Exhibit "A"), Glossary (Exhibit "B"), Resource Lists (Exhibits "C" and "D"), Special Management Areas (Exhibits "E-1", "E-2", "E-3", and "E-4"), Agencies Frequencies (Exhibit "F"), San Bernardino County Fire Protection District Contacts template (Exhibit "G"), and Federal Contacts template (Exhibit "H").

Amendments to exhibit(s) will be made by addendum to the agreement. The addendum will be signed by each party and will include a list of exhibit(s) and revision date of the exhibit(s), a statement that the parties agree to adopt the changes reflected in the proposed amended exhibit(s) attached to the addendum, and an effective date.

Amendments to exhibit(s) will be adopted upon all parties signing the addendum and immediately incorporated into the agreement. The exhibit(s) will thereafter be updated to reflect any changes effectuated by the approved addendum.

If there are any conflicts between the Agreement and an exhibit, the Agreement takes precedence.

IV. 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/links for all parties, 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. The Fire Chief is authorized to approve any updates to the OP on behalf of the Department. See the attached exhibits hereto and incorporated herein by reference.

V. GENERAL PROVISIONS

1. **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 (ABH) 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.
2. **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.
3. **ASSISTANCE BY HIRE** Assistance by Hire (ABH) is the provision of fire suppression resources, by one to another, on a reimbursement basis. All requests for ABH 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 ABH.

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 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.

This Agreement only covers BLM requests for ABH for those lands protected or managed by the CDIFP. Any request by other Federal Agencies for the Department resources must be processed through the CFAA or some other local agreement.

4. **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) of the action taken through the ECC's as soon as possible.

5. **CLOSEST FORCES** The parties agree to aggressively pursue initial attack plans that utilize "Closest Forces" wherever appropriate, and to identify preplanned initial attack areas within their respective protection responsibility areas. This philosophy dictates that the closest available resources, regardless of agency, shall be utilized initially. The emphasis to get the closest resources to respond to initial attack fires is in the best interest of all parties.
6. **NOTIFICATIONS** Each party will promptly notify the Protecting Party of fires burning on or threatening lands for which that party has protection responsibility. When taking action to control the fire, 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.
7. **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 responding. 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.
8. **COST SHARING** On multi-jurisdictional incidents and incidents which threaten or burn across direct protection boundaries, the parties will jointly develop and execute a written cost share agreement which describes the distribution of financial responsibilities. Billing timeframes are dictated by the cost share agreement. These timeframes supersede the billing timelines identified in Clause 17.
9. **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 an Exhibit attached hereto and incorporated herein by reference.
10. **RESERVED.**
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 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.
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. Items not available at the incident and that have been approved for replacement by the incident will be documented and an "S" number will be issued to authorize replacement after the resource leaves the incident.

The following items are not reimbursable in the execution of this Agreement and are considered standard personal support supply/equipment.

- a) Incident position support kits
- b) Calculators
- c) Computers
- d) Printers
- e) GPS units
- f) Cell phones costs
- g) Personal telephone charges
- h) Support items normally available in Supply Unit, e.g., tents, sleeping bags, pads, water coolers, etc.

13. **PRESERVATION OF EVIDENCE** Both parties will take action to protect and preserve the fire origin area and evidence pertaining to the fire cause. Both parties will notify the other party when they have located and secured the fire origin. Both parties agree to share information during the investigation in cases of cost recovery/trespass when the fire is caused by a third party.
14. **TRAINING** The parties will cooperate to ensure that jointly provided training will produce, maintain, or enhance 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. Each party will bear the cost of training for their respective employees.
15. **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.
16. **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.

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.

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.

Failure to provide adequate documentation supporting the indirect cost rate could result in disallowed costs and repayment to the Federal agency.

17. **BILLING PROCEDURES** The Supporting Party will bill the Protecting Party for actual costs incurred for ABH. Reimbursements will be limited to the provisions of the Agreement and the applicable OP and will be 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 Party personnel.

Parties shall submit a bill within 180 days of the incident being declared out.

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, Unique Entity ID (UEI) number, fire name, order and request number, and bill number and amount. Invoice supporting documentation must include description of services performed, period of services performed, and 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.

Invoices for services under this agreement must be sent to:

BUREAU OF LAND MANAGEMENT Sandra Nieman, Incident Business Specialist 1201 Bird Center Drive Palm Springs, CA 92262 Telephone: 909-665-2490 FAX: 951-697-5299 Email: blm_ca_fire_payments@blm.gov	SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT Dianne Mendez 598 S. Tippecanoe Ave., 2nd Floor San Bernardino, CA 92408 Telephone: 909-387-9620 FAX: 909-387-5742 Email: dmendez@sbcfire.org
Alternate POC: BUREAU OF LAND MANAGEMENT Vanessa Kobilis, State Fire Business Analyst 2800 Cottage Way, Ste W1623 Sacramento, CA 95825 Telephone: 916-978-4446 Fax: 916-978-4438 Email: blm_ca_fire_payments@blm.gov	NATIONAL PARK SERVICE Robert Rivelle, Regional Fire Budget Analyst Telephone: 707-498-1761 Email: PWRO_FireAdmin@nps.gov

All bills will have a payment due date 60 days upon receipt.

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

18. **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.
19. **FIRE RESTRICTIONS AND CLOSURES** Parties will notify each other of any restrictions or closures in or near each other's protection areas.
20. **PRESCRIBED FIRE AND FUELS MANAGEMENT** Parties will keep each other informed of Prescribed Fire operations when near the other Party's protection areas.
21. **NATIONAL EMERGENCIES** The Parties to this Agreement may respond upon request to National declared emergencies provided there are no statutory prohibitions against such use. Any requests for the Department resources outside of the CDIFP will be through the CFAA or another agreement.

22. **EMPLOYMENT POLICY** Employees of the parties to this Agreement shall always 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.
23. **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 and for the Department, the California Public Records Act (Government Code section 6255 et seq.). Parties shall retain and make supporting documents available for a period of 7 years after final payment.
24. **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.
25. **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.
26. **FIREFIGHTER & OVERHEAD QUALIFICATIONS** The CDIFP agrees to send qualified personnel who meet all position requirements specified in PMS-310-1 to any Department incident. The Department agrees to send qualified personnel who meet the training and qualification standards specified by their policies.
27. **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 Federal Agency 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.
28. **LAW ENFORCEMENT** The parties shall render mutual assistance in law enforcement activities pertaining to wildfire investigations and the gathering of evidence, and in actual court prosecutions to the fullest extent practicable. Law enforcement efforts shall be coordinated to the maximum extent possible, at all levels by all Parties.
29. **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.

30. **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 because 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.
31. **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 based on race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, participation in any public assistance program, or disability.
32. **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.
33. **FREEDOM OF INFORMATION ACT (FOIA)** Any information furnished to the Federal Agencies under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552). The Department is subject to the California Public Records Act (Government Code section 6250 et seq.)
34. **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.
35. **UNIQUE ENTITY ID NUMBER** The Department shall furnish their Unique Entity ID (UEI) number upon execution of this agreement. You may obtain a UEI number by visiting www.sam.gov.

36. **ELECTRONIC FUNDS TRANSFER (EFT)** The Department 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.

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 and follow 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.

CDIFP shall accept all payments from the Department via electronic fund transfer (EFT) directly deposited into CDIFP's designated checking or other bank account. The Department shall promptly comply with directions and accurately complete forms provided by CDIFP required to process EFT payments.

37. **PREVIOUS AGREEMENTS CANCELED** This Agreement supersedes and cancels any prior Cooperative Fire Protection Agreement between the Parties.

38. **TERMINATION** Parties retain the right to terminate their participation under this Agreement by providing 30 days written notice to the other party.

39. **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 parties are not obligated to fund any changes not properly approved in advance.

40. **COMMENCEMENT/EXPIRATION DATE** This instrument is executed as of the date of last signature and is effective for five years from that date, at which time it will expire unless extended.

41. **POSSESSION OF AGREEMENT AND OP ON INCIDENTS** On incidents, the Supporting Party shall furnish the Protecting Party, upon demand, a signed copy of this Agreement and current OP.

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. The parties shall complete, update, and exchange with each other additional contact information that is in a format that substantially complies with Exhibits G and H.

Principal Department Contacts:

Department Program Contact	Department Administrative Contact
Dan Munsey, Fire Chief 598 S. Tippecanoe Ave., 2 nd Floor San Bernardino, CA 92408 Telephone: 909-387-5749 FAX: 909-387-5742 Email: dmunsey@sbcfire.org	Nidia Vargas 598 S. Tippecanoe Ave, 2 nd Floor San Bernardino, CA 92408 Telephone: (909) 387-6134 FAX: (909) 387-5742 Email: nvargas@sbcfire.org

Principal BLM California Desert District Office Contacts:

Bureau of Land Management Contact	Bureau of Land Management Administrative Contact
Paul Gibbs, Fire Chief CA Desert District 4955 Canyon Crest Drive Riverside, CA 92507 Telephone: 951-903-4135 Email: pgibbs@blm.gov	Sandra Nieman, Incident Business Specialist 1201 Bird Center Drive Palm Springs, CA 92262 Telephone: 909-665-2490 FAX: 951-697-5299 Email: snieman@blm.gov
	Alternate Administrative Contact: Vanessa Kobilis, State Fire Business Analyst 2800 Cottage Way, Ste W-1623 Sacramento, CA 95825 Telephone: 916-978-4446 FAX: 916-978-4438 Email: vkobilis@blm.gov

Principal NPS Contacts:

National Park Service Contact	National Park Service Administrative Contact
Paul Gibbs, Fire Chief, CA Desert Parks 4955 Canyon Crest Drive Riverside, CA 92507 Telephone: 951-903-4135 Email: pgibbs@blm.gov	Robert Rivelle, Regional Fire Budget Analyst Telephone: 707-498-1761 Email: robert_rivelle@nps.gov

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.

APPROVAL:

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



DAWN ROWE, CHAIR
BOARD OF DIRECTORS
SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT

SEP 10 2024

DATE



MICHELLE LYNCH, DISTRICT MANAGER
CALIFORNIA DESERT DISTRICT

11/21/2024

DATE



DAVID M. SZYMANSKI, REGIONAL DIRECTOR
DOI NATIONAL PARK SERVICE
INTERIOR REGIONS 8, 9, 10 and 12

01/14/2025

DATE

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



Digitally signed by VANESSA KOBILIS
Date: 2024.07.16 09:48:15 -07'00'

VANESSA KOBILIS, BLM STATE FIRE BUSINESS ANALYST Date

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD
LYNNA MCNELL
Secretary

By



Deputy


EXHIBIT A

COOPERATIVE FIRE PROTECTION AGREEMENT OPERATING PLAN

I. IDENTIFICATION

This Operating Plan (“OP”) is between the San Bernardino County Fire Protection District (“Department”) and the United States Department of the Interior Bureau of Land Management (“BLM”), California Desert District, National Park Service, Death Valley National Park, Joshua Tree National Park, Mojave Preserve and Castle Mountain National Monument hereinafter referred to as the California Desert Interagency Fire Program “CDIFP”, sometimes referred to herein as the “parties” or “agencies.” Undefined terms shall have the same meaning as that set forth by the parties in the Cooperative Fire Protection Agreement.

II. AUTHORITY

This Operating Plan is required by the Agreement, between the Department and the CDIFP. This plan shall be attached to and become part of the Agreement upon signature of all the parties and should be reviewed annually each year.

III. PURPOSE

This Operating Plan provides the officers and employees of the parties with guidelines and information necessary to properly execute the terms of the Agreement.

IV. DELINEATION AND DESCRIPTION OF FIRE PROTECTION ELEMENTS

The Direct Protection Areas (“DPA”) of the following protection units are covered by this plan:

- **San Bernardino County Fire Protection District**
- **United States Department of the Interior – Bureau of Land Management**
California Desert District
- **United States Department of the Interior – National Park Service**
Death Valley, Joshua Tree, Mojave Preserve and Castle Mountain National Monument

A. Direct Protection Area Boundaries:

Boundaries will be delineated on a GIS layer. Link to the DPA maps:

<http://www.arcgis.com/apps/View/index.html?appid=1484ce1c5824487da50f24b0369e9247>

DPA boundaries will be reevaluated during preparation of each OP and field review. When the need to change the DPA boundary is identified, the Protecting Party will notify the Supporting Party of the need for a change in writing by email or letter.

B. Reciprocal Fire Protection (Mutual Aid) and Closest Forces Concept:

Protection units shall coordinate their Initial Attack ("IA") response by utilizing the "closest forces" to each planned response area, agreeing to which resources will be automatically dispatched, and entering that planned response in that party's individual dispatch database. All resources except aircraft listed in the initial attack planned response will be "Mutual Aid" for up to 24 hours from the time of initial dispatch. All other ordered resources will be Assistance by Hire. "Mutual Aid" periods, during which the parties provide resources to each other on a non-refundable basis, carries the same meaning as that set forth in the Agreement.

C. Move-up and Cover:

If agreed to by the supporting agency unit, fire engines may be used for move-up and cover assignments on a Mutual Aid basis. Otherwise, move-up and cover assignments will be on Assistance-By-Hire basis. Move-up and cover resources may be ordered directly between the Parties to this OP.

Move up and cover resources provided by the **CDIFP** are limited to wildland fire response, where vegetation is the primary fuel. CDIFP will not supplant local government responsibilities, or routinely serve as the primary emergency response to non-wildland fire emergencies (for example, medical aids, HAZMAT, automobile accidents, water rescue, and so forth). The Protecting Party may provide vehicle fuel, minor maintenance, and lodging at no cost to the Supporting Party, who is coming to the aid of the Protecting Party.

D. Special Management Considerations:

"Special Management Areas" where restrictions on normal suppression methods apply include such areas as Federal Wilderness Areas, Wilderness Study Areas, Federal Wild and Scenic Rivers, Areas of Critical Environmental Concern, Designated Critical Habitat for Threatened and Endangered Species, sensitive cultural sites, botanical areas and areas with naturally occurring asbestos. In most of these areas, the use of dozers for fireline construction is the most impacting action and should be avoided, except in situations where life and property are directly threatened. The use of dozers in Wilderness and/or Wilderness Study Areas requires authorization from the authorized Federal Agency Administrator prior to use.

It is essential to request an Agency Administrator Representative/Agency Representative and Resource Advisor from the jurisdictional agency to advise the protecting agency regarding specific modified suppression necessary in these areas. Specific objectives for protection of sensitive resources will be included in Wildland Fire Decision Support System (WFDSS) analyses and the Incident Commander will incorporate special management considerations into the incident planning process.

A list and map of Special Management Areas is included in Exhibits E1-E4. The Jurisdictional Agency will provide necessary instructions for suppression and other wildland fire management actions in a supplement to this Operating Plan. The supplement and more detailed maps of Special Management Areas will be provided to all command centers and to appropriate local suppression units.

The CDIFP will provide necessary instructions for fire management actions in a supplement to this Operating Plan for the following areas as applicable:

1. Wilderness Areas
2. Wild and Scenic Rivers
3. Research Natural Areas
4. Wilderness Study Areas
5. Cultural and Archeological Sites
6. Roadless Areas
7. Communities/Structures
8. Threatened and Endangered Species
9. State Parks with SRA located within Federal DPA
10. Other areas identified in land management planning documents or otherwise requiring special procedures.

E. Non-Wildland Fire Emergencies:

When Department resources are covering a CDIFP station, they may be dispatched to structure or other fires, medical aid calls, or other emergency incidents.

CDIFP resources may be requested to respond to non-wildland fire emergencies but will only aid commensurate with the policies and training of the responding personnel and equipment. The Department shall notify the Federal Interagency Communication Center (FICC) of all Non-Wildland Fire Emergencies occurring on Federal Lands and provide necessary information required for agency reporting requirements.

F. Wildfire Suppression Activity Damage Repair:

Repair of suppression activity damage (e.g., spreading of dozer berms, installation of water bars, minor road repairs, etc.) will normally be done by the agency with direct protection responsibility for the fire as an integral part of overhaul/mop-up. Protecting and Jurisdictional Agencies may develop written suppression repair plans (refer to addenda). Suppression repair work should occur with oversight from Resource Advisors.

Specialized equipment may be needed to complete necessary erosion control work, especially in highly erodible soils. Protecting agency will order proper equipment needed to repair damage such as excavators or masticators. In extraordinary circumstances, such as excessively wide dozer lines, excessive slopes, or significant damage in highly sensitive areas, additional efforts may be needed, e.g. providing adequate ground cover (pulling brush back over lines or spreading rice straw). Any rehabilitation beyond the level described herein is the responsibility of the landowner.

G. Suppression Policy:

For all fires within Federal Direct Protection Areas and on Federal lands, the basic initial attack objective will be to control the fire at 10 acres or less. If the objectives are determined by a Federal Agency (for FRA) to be different than the objective for the surrounding area, the area shall be considered a Special Management Area (see Section D above).

V. FIRE PROTECTION ORGANIZATION

Both protection units will, to the extent possible, provide fire prevention programs and enforcement as necessary to adequately address the fire problem in their Direct Protection Areas. In addition, units are encouraged to undertake joint prevention activities in areas of mutual interest whenever practical.

VI. QUALIFICATIONS/MINIMUM REQUIREMENTS:

All agencies (federal, state, local and tribal) accept each other's standards for personnel qualifications.

VII. MAPS

The latest Federal agency map indicating land ownership will be used to display the information required in this Operating Plan. Maps will be kept on file in the headquarters office of each protection unit. The following items shall be shown on each map according to the attached standard legend:

- A. Protection Boundary (DPA) and Mutual Threat Zones (MTZ's)
- B. Protection Unit Facilities
- C. Administrative Boundaries
- D. Special Management Areas with approved suppression plans.

VIII. OPERATING PROCEDURES

A. Notification and Reports:

Notification of fires burning or threatening the lands of another agency will immediately be made by the protecting agency once the location of the fire is verified by calling the 24-hour phone number provided by the agencies.

B. Mutual Dispatch Area Revisions or Establishment of IA dispatch needs:

The preplanned initial attack responses will be reviewed annually prior to fire season and revised as necessary to assure immediate coordinated response of the closest available resources for initial attack. Dispatch levels will be determined using the most recently calculated level of the protecting agency.

C. Joint Response Coordination:

In joint response or boundary fire situations, these guidelines should be followed to coordinate initial attack response between the agency's signatory to this operating plan:

1. The unit receiving the first report of the incident will immediately notify the other agency, giving:
 - a) Response area designator
 - b) Descriptive location
 - c) Legal location, or latitude and longitude
 - d) Aircraft radio frequency and contact
 - e) Ground radio frequency and contact
 - f) Responding resources
2. Each agency will dispatch its closest available resources according to the preplanned response criteria. Dispatchers of cooperating protection units should keep each other advised of the status of initial attack resources.
3. Any additional information obtained about the fire will be immediately shared with the other agency.
4. Once the location/jurisdiction is determined, affected agencies will go into unified command and the protecting agency with the greatest threat will become the Unified Ordering Point. If resources are needed from the Supporting agency, those resources may keep those resources and placing them on the protecting agencies Order Number.

D. Boundary Fires:

The first arriving officer of the responding agency is responsible for immediately determining the exact location and jurisdiction of the incident. Once the location is determined and it is safe to do so the protecting agency(ices) will take over coordination. The Agency with DPA responsibility may use or return the incoming resources of the other agencies. Fires in areas of Mutual Threat will be determined by the MTZ Maps and responding Chief Officer(s). The following guidelines apply to initial attack, extended attack, or major fire situations:

1. **Unified Command:** A Unified Command organization will be implemented on all boundary fires. While in unified command, the Agency Administrators and/or Incident Commanders of the involved agencies shall mutually agree upon fire objectives, strategies, commitment of agency resources, priorities, and establishment of a Unified Ordering Point.

When any agency operating on a Unified Command incident decides to change command and/or staff personnel it will inform and coordinate this action with all other agencies.

If it is determined that the fire is confined to the DPA of the Department or the CDIFP, the protecting agency will designate an Incident Commander. If necessary, the protecting agency may request the supporting agency to assume command of the fire.

Agencies in Unified Command must collocate at the ICP.

2. **Incident Information:** Incident information requests are to be referred to the protecting agency for single responsibility incidents. For joint responsibility incidents, appropriate unit line officers will jointly determine the need and procedures for operation of joint incident information centers. The participating agencies will attempt to reach agreement on origin and cause before release of fire cause information, or initiation of civil or criminal actions.

E. Assistance by hire and resource order process beyond IA:

All requests for fire suppression resources must be clear and precise (i.e., state the numbers and types of resources needed, the nature of the assignment, and the urgency of need), and processed and recorded through appropriate channels. Preplanned initial attack ordering will be as per Section IV above.

1. **Aircraft Use:**

Aircraft will be assistance by hire.

2. Handcrews and Dozers:

Handcrews and Dozers will be assistance by hire.

F. Agency Representatives/Agency Administrator Representatives:

It is mutually agreed that any agency providing resources may, at its own discretion, request an agency representative who will be ordered and paid for by the protecting agency. Any support staff required by an agency representative will be mutually agreed to and ordered by the protecting agency or will be considered a voluntary contribution.

An agency with jurisdictional interest, but not providing resources may, at its discretion, send an agency administrator representative who will be considered a voluntary contribution.

G. Interagency Sharing of Communications Systems and Frequencies:

A Cooperative Radio Frequency Plan specifying the radio frequencies available for shared use and any appropriate guidelines or restrictions for such use are attached as Addendum F. Each responsible dispatch office shall retain control of and police the use of and allocate frequency use as necessary.

In mutual aid situations, a common designated radio frequency identified in the OP should be used for incident communications. All incident resources should utilize and monitor this frequency for incident information, tactical use, and changes in weather conditions or other emergency situations. See Addendum for frequency list.

H. Move-up and Cover Stations:

1. A "Cover Crew Guide" will be available at each facility and contain enough information to allow a cover engine to provide Mutual Aid if called upon.
2. There may be times when cooperators are involved in emergency operations and unable to provide mutual aid. In this case other cooperators may be contacted for assistance.

I. Shared Equipment Facilities and Services:

Authorization and conditions for the use of shared equipment, facilities, or services will be jointly developed according to the provisions of the Agreement.

J. Wildland Fire Decision Support System:

Wildland Fire Decision Support System (WFDSS) entry is required whenever a wildland fire is on or threatening federal lands if a fire exceeds initial attack or is being managed for multiple objectives including resource benefit. It is the responsibility of the appropriate federal line officer/manager to ensure inclusion of all federal partners affected (or designee) to complete and document the WFDSS decision. A CDIFP Agency Administrator needs to be assigned in WFDSS if BLM management lands are within the WFDSS planning area of another agency. It is the responsibility of the Incident Commander (or designee) to participate in the WFDSS decision process and to develop an

achievable WFDSS decision, and to use the WFDSS decision in developing the Incident Action Plan. The final responsibility for implementation of safe appropriate strategy and tactics rests with the Incident Commander. <https://wfdss.usgs.gov/WfdssApp/faces/facelets/login/WFDSSLogin.xhtml>

K. Post-Incident Action Analysis:

Upon the request of an Agency Administrator, a post-incident action analysis (critique) will be initiated for any fire escaping initial attack to obtain information that may enhance the administration of the Agreement or this Operating Plan. Any such critique should involve members of the incident command and general staffs, and officers from each involved protection and jurisdictional unit. The appropriate next higher-level office of each agency may also be invited to participate in or facilitate the critique. Any critique, upon completion, will be shared between the Parties.

L. Reimbursement and Compensation

1. Refer to the Agreement

IX. FIRE PREVENTION ACTIVITIES

A. General Cooperative Activities:

All protection units will, to the extent possible, provide fire prevention programs, inspections, and enforcement as necessary to adequately address the fire situations in their Direct Protection Areas. In addition, units are encouraged to undertake joint prevention activities in areas of mutual interest whenever practical.

B. Information and Education:

1. Fire Danger Operations: The protection units will advise each other of increased fire danger and will coordinate activities, including patrols, as necessary to avoid any duplication of effort or public confusion.
2. Smokey Bear Program: Protection units should cooperate in the coordinated delivery of Smokey Bear program in direct protection areas as well as areas close to the boundaries.
3. Local Educational Program: The use of interagency teams to conduct local educational programs is encouraged to facilitate improved public knowledge of the mission and responsibilities of all the cooperating agencies especially in direct protection areas.
4. Fire Prevention Signs: Coordination and placement of fire prevention signs should be used to prevent duplication of effort or sending of mixed messages. This is especially important for fire danger rating signs.

C. Engineering:

1. Railroads and Utilities: Where railroad or utility lines cross the protection boundary, the adjacent protection units should coordinate their inspections and contacts with the companies to achieve consistency in application of laws and regulations whenever possible.

D. Enforcement:

1. Burning and Campfire Permits:
 - a. When required, only Federal personnel will issue project burning permits (permits other than California Campfire permits), on Federal lands.
 - b. Department personnel may issue California Campfire permits on BLM managed lands.
 - c. CDIFP and Department officers issuing burn permits on their own jurisdiction should solicit the cooperative participation of a representative of the other agency whenever appropriate.
2. Restrictions and Closures: When any party plans, activates, or deactivates any suspension, closure, or restriction, the adjacent protection unit(s) will be notified, and a copy of the notice promptly provided. CDIFP fire restrictions and closures will not affect Department, private, or state lands.
3. Fire Origin and Cause Determinations: Authorized Federal agency personnel may conduct an origin and cause determination of any wildfire originating in Federal DPA. Department agency personnel may conduct an origin and cause determination of any wildfire originating in Department DPA. Agency personnel (administrators) may decide that a joint investigation under Unified Command is appropriate. After consulting with each other, authorized Agency administrators will determine whether the agency with original jurisdiction needs to assume the full responsibility for the overall investigation.

X. GENERAL PROVISIONS

A. Periodic Reviews:

CDIFP will make resources available to the Department at least one day during the fire season for an on-the-ground inspection of the federal operations under this Operating Plan. The Department will make resources available to the CDIFP at least one day during the fire season for an on-the-ground inspection of Department operations under this plan. Parties shall provide at least five (5) calendar days' notice before their planned on-the-ground inspection.

B. Updating of Plan:

Both Agencies should meet at least annually by June 15, or as soon as reasonably practicable, to review the Operating Plan and Addendums. These documents will be updated as necessary.

C. Public Information:

Both Agencies will attempt to provide only current, accurate information on their own activities to the public or media, to refer inquiries to the appropriate agency, or to develop a joint response when the topic relates to cooperative efforts under this Operating Plan.

D. Budget Changes:

If during the effective period of this Operating Plan any unit receives a budget change (increase or decrease) that could significantly modify the provisions of this plan, a revision to the plan will be jointly negotiated.

E. Changes During the Year:

Any long-term change in the fire protection organizations which will directly affect the protection level of lands assigned to the direct protection of another unit under this Operating Plan must be agreed to in advance by the affected agencies. Discussions of potential changes should be initiated at the protection unit level and then referred to the next higher organizational level for approval or resolution.

F. Agency Reviews and Investigations:

1. The CDIFP will follow the Interagency Standards for Fire and Aviation Operations for Agency reviews and investigations.
2. The Department will follow their agency policies & procedures and cooperate with federal agencies whenever possible.

G. Information Exchange:

To encourage the resolution of issues associated with this Agreement or this Operating Plan at the lowest possible organizational level, the CDIFP Fire Chief is designated as the primary contact for the Federal Agency Administrators and will serve as the Federal Agency Administrators' Representative concerning this agreement.

H. Interagency Training:

Interagency training activities can be mutually beneficial, and units are encouraged to:

1. Participate in shared local level training at each other's facilities on an ongoing basis.
2. Allocate available slots in appropriate formalized training sessions for personnel of the other agencies.
3. Utilize instructors from the other agencies when they are available.

4. Conduct fire officer meetings, tabletop exercise and field exercises when appropriate.

XI. COOPERATING AGENCY CONTACT LISTINGS:

The parties shall complete, update, and exchange with each other additional contact information that is in a format that substantially complies with Exhibits G and H.

EXHIBIT B

Glossary

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 CDIFP.

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.

AVAILABLE: Following the Incident Command System protocols, the status of a firefighting 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 BLM.

CLOSEST FORCES CONCEPT: The philosophy of committing the closest available appropriate resources, regardless of ownership, to a wildfire for initial response 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 BLM financial responsibility for costs incurred because 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, is provided wildland fire protection by the Department or by the CDIFP. DPAs may include a mixture of Department and CDIFP responsibility areas.

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

FEDERAL AGENCY ADMINISTRATOR: The managing officer of an agency, division thereof, or jurisdiction having statutory responsibilities for incident mitigation and management.

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 DOI 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 CDIFP for planned availability and initial 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 RESPONSE: Resources initially committed to an incident.

JURISDICTIONAL AGENCY: The agency having overall land and resource management and/or wildland fire protection responsibility for a specific geographical or functional area as provided by federal, state or local law.

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 response area.

MUTUAL AID: Automatic initial response by suppression resources (excluding aircraft and pilot[s]) as for specific pre-planned initial 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 response resources or move-up and cover assignments that have been determined to be appropriate by the Supporting Party. 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 response by suppression resources as specified in the Operating Plan for specific pre-planned initial 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 ensure the prevention of erosion or to repair other damages resulting from fire suppression activities.

RESOURCE ADVISOR (READ and/or REAF): Provides guidance during the implementation of rehabilitation activities. ... Identifies potential resource issues that may occur because of the incident or incident activities. Develops a recommended fire suppression rehabilitation plan for the agency administrator and the incident commander.

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

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

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

WILDFIRE: An unwanted fire burning uncontrolled on wildland.

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

EXHIBIT C

SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT RESOURCES

LOCATION	IDENTIFIER	ICS TYPE	STAFFING	PERIOD
Station 2	ME2	I	3	12 Months
Station 4	ME4	I	3	12 Months
Station 8	ME8, BE8	I, III	3	12 Months
Station 9	ME9, BE9	I, III	3	12 Months
Station 10	ME10, BE10	I, III	3	12 Months
Station 12	ME12, BP12	I, VI	3	12 Months
Station 14	ME14	I	3	12 Months
Station 18	ME18, BP18	I, VI	3	12 Months
Station 22	ME22	I	3	12 Months
Station 23	ME23	I	3	12 Months
Station 32	ME32	I	3	12 Months
Station 36	ME36, BE36	I, III	3	12 Months
Station 41	ME41, BE41	I, III	3	12 Months
Station 42	ME42	I	3	12 Months
Station 44	ME44, BP44	I, VI	3	12 Months
Station 53	ME53	I	3	12 Months
Station 71	ME71	I	3	12 Months
Station 72	ME72	I	3	12 Months
Station 73	ME73	I	3	12 Months
Station 74	ME74, BE74	I, III	3	12 Months
Station 75	ME75, BE75	I, III	3	12 Months
Station 76	ME76, BE76	I, III	3	12 Months
Station 77	ME77	I	3	12 Months
Station 78	ME78	I	3	12 Months
Station 79	ME79, BE79	I, III	3	12 months
Station 91	ME91	I	3	12 Months
Station 92	ME92	I	3	12 Months
Station 94	ME94	I	3	12 Months

Station 96	ME96, BP96	I, III	3	12 Months
Station 161	ME161	I	3	12 Months
Station 163	ME163, BE163	I, III	3	12 Months
Station 164	ME164	I	3	12 Months
Station 221	ME221	I	3	12 Months
Station 222	ME222	I	3	12 Months
Station 224	ME224	I	3	12 Months
Station 226	ME226	I	3	12 Months
Station 227	ME227	I	3	12 Months
Station 228	ME228, BE228	I, III	3	12 Months
Station 229	ME229	I	3	12 Months
Station 231	ME231, BE231	I, III	3	12 Months
Station 232	ME232, BE232	I, III	3	12 Months
Station 233	ME233	I	3	12 Months
Station 302	ME302, BE302	I, III	3	12 Months
Station 304	ME304	I	3	12 Months
Station 305	ME305, BE305	I, III	3	12 Months
Station 322	ME322, BP322	I, VI	3	12 Months

EXHIBIT D

RESOURCES CALIFORNIA DESERT INTERAGENCY FIRE PROGRAM (CDIFP)

LOCATION	IDENTIFIER	ICS TYPE	STAFFING	PERIOD
Apple Valley	Engine 7375	III	5	May-Sept.
	Engine 7376	III	5	May-Sept.
	WT-7990	I	1	May-Sept.
	Engine 7662	VI	4	12 Months
	Helicopter 554	II (205A1+++)	14	May-Sept.
Hole-In-Wall	Engine 7373	III	5	May-Sept.
	Engine 7374 (NPS)	III	5	May-Sept.
Salt Wells	Engine 7377	III	5	May-Sept.
Yucca Valley	Engine 7371 (NPS)	III	5	May-Sept.
	Engine 7372	III	5	May-Sept.
Olancho	Engine 7378	III	4	May-Sept.
Morongo	Engine 7370	III	5	May-Sept.
Palm Springs	Engine 7660	VI	4	12 Months
Reserve	Engine 7661	VI	2	As Needed
El Cajon	Patrol 7540	N/A	1	12 Months
El Centro	Patrol 7541	N/A	1	12 Months
Riverside	Patrol 7542	N/A	1	12 Months
Apple Valley	Patrol 7543	N/A	1	12 Months
Note: All BLM and NPS Engines are 4x4				

EXHIBIT E-1

SPECIAL MANAGEMENT AREAS CDIFP

Special Suppression Requirements within Wilderness Areas (WAs), Wilderness Study Areas (WSAs) and Area of Critical Environmental Concern (ACEC).

This addendum to the Operating Plan of the Cooperative Fire Management Agreement is to establish suppression requirements on CDIFP lands managed as Wilderness Areas, Wilderness Study Areas and Areas of Critical Environmental Concern. There are certain policy and practical differences in management of WAs, WSAs and ACECs with respect to other public land. These differences are based on the "Interim Management Policy and Guidelines for Lands under Wilderness Review" Handbook, Fire Management section. The main consideration is to eliminate surface disturbance associated with fire suppression activities. Areas of Critical Environmental Concern will be managed under the same criteria as Wilderness Areas and Wilderness Study Areas.

Attached are:

1. Special Suppression Requirements for WAs, WSAs and ACECs (Addendum E-2)
2. Wilderness Areas, Wilderness Study Areas and Area of Critical Environmental Concern Areas (see link below).
3. Maps of WAs, WSAs and ACECs by county (see link below).

Maps:

<https://nifc.maps.arcgis.com/apps/View/index.html?appid=810ab59da5e749bc88e8ae10672eb07b>

EXHIBIT E-2

SPECIAL SUPPRESSION REQUIREMENTS WITHIN WILDERNESS AREAS, WILDERNESS STUDY AREAS (WSA), BLM WILDERNESS AREAS, NPS LANDS, AND AREAS OF CRITICAL ENVIRONMENTAL CONCERN (ACEC)

The lands within the California Desert – Death Valley National Park, Mojave National Preserve, Castle Mountains National Monument, Joshua Tree National Park, and California Desert District have significant value to our agencies and to the public that uses them. Many special flora and fauna species exist in a delicate balance with their environment. Human disturbances to habitat and or the individual can have dramatic consequences whether intended or not. It is a must that all fire activities are based on the requirements identified in agency planning documents that exist in each of our response areas. At a minimum, the BLM Zone Fire Management Officers (Division Chief) will have a copy of the fire management plan from the three NPS units and from the BLM. Agency Administrators will provide additional requirements in writing or in briefings.

Special Management Areas where restrictions on normal suppression methods apply include such areas as Federal Wilderness Areas, Wilderness Study Areas, Federal Wild and Scenic Rivers, Areas of Critical Environmental Concern, habitat for Threatened and Endangered Species, sensitive cultural sites, botanical areas, and areas with naturally occurring asbestos. In most of these areas, the use of dozers for fireline construction is the most impacting action and should be avoided, except in situations where life and property are directly threatened. The use of dozers in NPS lands, Wilderness, Wilderness Study Areas, and Areas of Critical Environmental Concern requires authorization from the authorized Federal Agency Administrator or Superintendent.

It is essential to request a Resource Advisor from the jurisdictional agency to advise the protecting agency regarding specific modified suppression necessary in these areas. Specific objectives for protection of sensitive resources will be included in Wildland Fire Decision Support System (WFDSS) analyses and the Incident Commander will incorporate special management considerations into the incident planning process. In the absence of an Agency Administrator, a qualified Agency Administrator Representative will be assigned to incidents to represent the political, social, and economic issues of the Agency Administrator to the incident commander.

The jurisdictional agency will provide necessary instructions for suppression and other wildland fire management actions. To provide the best information possible, information from unit and agency specific Fire Management Plans, Land Use Plans, and Resource Management Plans will be provided as necessary. These reference documents provide agency specific guidelines concerning each Special Management Area and considerations to be taken while engaging in fire suppression/ rehabilitation activities in the identified areas, as well as maps of Special Management Areas. Maps of Special Management

Areas should be provided to all command centers/dispatch centers and to appropriate local suppression units.

All fires on NPS lands will manage to minimize impacts to natural and cultural resources by limiting suppression tactics to engines on established roads, hand crews, and aerial water drops. There are also guidelines in place for "light hand on the land" and Minimum Impact Suppression Tactics (MIST) actions for fire suppression tactics in the California Desert. MIST Guidelines can be found in the IRPG. Vehicles and equipment leaving roadways, use of long-term retardant, fire suppressant foam, or water enhancer's (gel) may be utilized to protect sensitive resources and **requires approval of the Park Superintendent.**

The main consideration is to eliminate surface disturbances associated with fire suppression efforts as much as possible within BLM Wilderness, Wilderness Study Areas (WSA) and Areas of Critical Environmental Concern (ACEC). This also reduces rehabilitation costs associated with suppression activities. Over 80% of the BLM Managed Lands in the California Desert District are in one of the above special categories.

Repair of suppression activity damage (e.g., spreading of dozer berms, installation of water bars, minor road repairs, etc.) will normally be done by the agency with direct protection responsibility for the fire as an integral part of overhaul/mop-up. Any rehabilitation beyond this level is the responsibility of the landowner or jurisdictional government agency.

PRINCIPLES

1. Until Fire Management Plans with prescriptions for prescribed fire are developed, Department of the Interior policy requires that all fires in wilderness, WSAs, and ACECs are deemed to be "wildfires" and will be subject to suppression action.
2. A wildfire in a wilderness or ACEC is not in itself an emergency that requires aggressive response unless the fire threatens human life, property, safety or critical resource values.
3. When engaged in suppressing wildfires in wilderness, WSAs or ACECs, the following Special Suppression Requirements will be incorporated into the fire suppression action:
 - a. Safety of fire-fighting personnel will receive the highest priority.
 - b. All suppression actions will be carried out in a manner that least impairs

wilderness values, i.e., minimum impact suppression techniques.

Any action necessary to prevent loss of life or real property may be taken, even if the action impairs wilderness values or ACEC values if such action is consistent with the values at risk and the safety of personnel.

- c. All fires in wilderness, WSAs or ACECs that are protected by a non-Interior agency will have an Interior Department Agency Representative and Resource Advisor (READ) assigned to the fire to advise the protecting agency of Interior Department laws and policies, including the Wilderness Act.
- d. Incident equipment (bulldozers/tractors) will not be used in wilderness areas or WSAs, except to prevent loss of human life or real property, or in extreme circumstances to protect specific or essential park resources, specifically authorized by the BLM State Director or NPS Park Superintendent. Dozer use in ACECs needs approval of the Field Manager.
- e. All rubber-tired suppression vehicles will be driven on existing residual ways of passage.
- f. Engines and portable pumps may be used to support fire line construction through hose lays, where possible.
- g. Suppression tactics will attempt to use foam, fire-line explosives, fugitive (uncolored) retardant and other new technologies in lieu of more surface-disturbing suppression tactics.
- h. Retardant will be dropped no closer than 300 feet from any wetland or riparian area.
- i. Where feasible, it will be acceptable to burn out ridges, washes, other natural barriers and roads to stop the spread of fire and serve as control lines. Fire lines may tie into but not proceed through meadows, spring areas, riparian zones, or cultural sites.
- j. Helicopters and retardant aircraft may be used in initial attack and reinforcement as deemed necessary by the Incident Commander. Helicopters may be landed on existing heliports, helispots, or unimproved sites in wilderness, WSAs and ACECs.
- k. Entry into wilderness should be by walking, helicopters on unimproved helispots, rappelling or smoke jumping to the greatest extent practicable.
- l. Chain saw use may be pre-approved if necessary to prevent the fire from escaping initial attack or for helispot med-evac purposes.
- m. Fire suppression repair requirements will be determined by the Incident Commander and the Agency Representative. Suppression repair will be

determined during suppression activities while fire forces and equipment are still on incident.

4. Additional direction for fires burning in desert tortoise habitat:
 - A. Backfires and burning of unburned fingers and islands may be discouraged and alternatives considered in tortoise habitat.
 - B. On-road travel speeds should be kept low to reduce take of desert tortoises.
 - C. Off-road vehicle travel will be restricted to minimum necessary to suppress wildfires.
 - D. Individuals trained to recognize tortoises and their shelter sites should precede any vehicle traveling off-road in tortoise habitat.
5. BLM District Managers and Park Superintendents will issue written instructions, consistent with the delegation of authority, for initial attack prior to the fire season.
6. A Wildland Fire Decision Support System (WFDSS) decision must be published for every wildfire burning BLM-managed lands that is not immediately suppressed. The WFDSS will prescribe the level of suppression action. For fires in National Parks System units, the WFDSS will address appropriate suppression strategy (confine, contain or control). The WFDSS may prescribe actions that range from surveillance/monitoring to full suppression. The WFDSS will be used to reconcile resource management issues as they relate to the wildfire.
7. The Agency Administrator or their delegated representative is responsible for developing and approving the WFDSS in conjunction with the Incident Commander.
8. Fire Management Plans for the CDIFP have incorporated the role of fire as an essential ecological process and natural change agent in wilderness. The WFDSS will provide specific direction for each fire. Each Fire Management Plan may develop prescriptions under which fires, naturally or management ignited, will be permitted to burn in wilderness.
9. Fire Management Plans may provide for prescribed fires to attain the following objectives:
 - a. To reintroduce or maintain natural conditions of a fire-dependent ecosystem.
 - b. To restore fire where past strict fire control measures have interfered with natural processes.
 - c. Where a primary value of a wilderness area will be perpetuated as a result of burning.

- d. Where prescribed burning will perpetuate a threatened or endangered species, or habitat listed as critical to that species.
- 10. Fire management and suppression will conform to the Fire Management Plan that is in force for the lands in question.
 - 11. Fire Management Plans will undergo consultation with the U.S. Fish and Wildlife Service under Section 7 of the Endangered Species Act, and all other relevant compliance of the National Environmental Policy Act (NEPA).
 - 12. The signatories will develop local plans, where necessary, with other agencies, notably the BLM and NPS that engage in fire suppression on Federal lands that are designated as wilderness, WSAs, or ACECs. Such plans will ensure that the laws and standards that govern wilderness on Federal lands apply to the cooperating agencies. Such plans will include detailed requirements for rehabilitation of suppression-caused damage.
 - 13. The signatories will support standardized job performance requirements and qualification for agency representatives and READs between agencies.

EXHIBIT E-3

REHABILITATION GUIDELINES FOR FEDERAL LANDS

Rehabilitation is a critical need. This need arises primarily because of the impacts associated with fire suppression and the logistics that support it. The process of constructing control lines, transport of personnel and materials, providing food and shelter for personnel, and suppression activities has a significant impact on sensitive resources regardless of the mitigating measures used. Therefore, rehabilitation must be undertaken in a timely, professional manner. During implementation, the resource advisor should be available for expert advice and support of personnel doing this work as well as quality control.

Rehabilitation Guidelines:

- a. Pick up and remove all flagging, litter, and equipment. Dispose of trash appropriately.
- b. Clean fire pit of unburned materials and fill back in.
- c. Discourage use of newly established foot trails created during the suppression effort by covering with brush, limbs, small diameter poles, and rotten logs in a naturally appearing arrangement.
- d. Replace dug-out soil and/or duff, and obliterate any berms created during suppression.
- e. If impacted trails have developed on slopes greater than 6%, construct water bars according to the following spacing guide:

<i>FIRE LINE</i>	<i>EROSION HAZARD RATING FOR AREA</i> <i>(Assume very high is not available)</i>			
<i>Percent</i>	<i>Low</i>	<i>Medium</i>	<i>High</i>	<i>Very High</i>
1-6	400 ft.	350 ft.	300 ft.	250 ft.
7-9	300 ft.	250 ft.	200 ft.	150 ft.
10-14	200 ft.	175 ft.	150 ft.	125 ft.
15-20	150 ft.	120 ft.	90 ft.	60 ft.
21-40	90 ft.	70 ft.	50 ft.	30 ft.
41-60	50 ft.	40 ft.	25 ft.	15 ft.

Dozer lines and hand lines:

- A. Pull dozer berms back onto the control lines.
- B. Waterbars will be constructed when needed. The table above provides recommended spacing for these structures. As a rule of thumb, construct waterbars at an angle of approximately 5 degrees greater than the slope angle.
- C. Reshape the control line to match the natural contour of the terrain where major disturbance has taken place. Be sure to maintain natural drainage patterns across lines.
- D. If seeding is needed, use only locally collected native seed.
- E. Consider using existing seed in native topsoil displaced in dozer berms to provide future plant coverage.
- F. Where soil has been exposed and compacted, such as in camps, trails, helispots, and staging areas, scarify the top 2-4 inches and spread cut brush over the barren area.
- G. Where trees were cut or limbed, cut stumps flush with ground level and scatter limbs out of sight in the unburned area.
- H. Remove newly cut tree boles that are visible from trails or meadows. Drag other highly visible woody debris created during the suppression effort into timbered areas and disperse. Tree boles that are too large to move should be slant cut so a minimal amount of the cut surface is exposed to view.
- I. Leave tops of felled trees attached. This will appear more natural than scattering the debris.
- J. Break down dams where they have been used as fill sites and return area to natural conditions. Replace any displaced rocks or stream bed material that has been moved.
- K. Walk through adjacent area and evaluate your rehab effort to determine additional needs.

Source: Border Agency Fire Council - Natural Resources Protection Guidebook for Fire Management and Law Enforcement Officers, June 1998.

EXHIBIT E-4

FEDERAL INTERAGENCY POLICY FOR AERIAL AND GROUND DELIVERY OF WILDLAND FIRE CHEMICALS NEAR WATERWAYS AND OTHER AVOIDANCE AREA

This policy is an expansion and update for the 2000 and 2009 updated Guidelines for Aerial Delivery of all wildland fire chemicals, including retardant, foam, and water enhancers, which were established and approved by the Department of the Interior (DOI). The policy includes additional avoidance areas (both aquatic and terrestrial) for aerial delivery of fire chemicals as designated by individual agencies.

This policy does not require the helicopter or airtanker pilot-in-command to fly in such a way as to endanger his or her aircraft, other aircraft, or structures or compromise ground personnel safety.

Aerial Delivery Policy:

Avoid aerial application of all wildland fire chemicals within 300 feet (ft.) of waterways.

- Additional mapped avoidance areas may be designated by individual agency.

Ground Delivery Policy:

Avoid application of all wildland fire chemicals into waterways or mapped avoidance

Definition of Waterway:

Any body of water (including lakes, rivers, streams, and ponds) whether it contains aquatic life or not.

Definition of Waterway Buffer:

300 ft. distance on either side of a waterway

Guidance for pilots:

Pilots will avoid all waterways and additional mapped avoidance areas designated by individual agencies. To meet the 300 ft. waterway buffer zone or additional mapped avoidance areas guideline, implement the following:

- All Aircraft: When approaching a waterway or other avoidance areas, the pilot shall terminate application of wildland fire chemical approximately 300 ft. before reaching the area. When flying over a waterway, the pilot shall not begin

application of wildland fire chemical until 300 ft. after crossing the far bank or shore. The pilot shall adjust for airspeed and ambient conditions such as wind to avoid the application of wildland fire chemicals within the 300 ft. buffer zone. Riparian vegetation may be an indicator of waterways and pilots should confirm to the extent possible that no water is present before dropping.

Exceptions:

- When alternative line construction tactics are not available due to terrain constraints, congested area, life and property concerns or lack of ground personnel, it is acceptable to anchor the wildland fire chemical application to the waterway. When anchoring a wildland fire chemical line to a waterway, use the most accurate method of delivery to minimize placement of wildland fire chemical in the waterway (e.g., a helicopter rather than a heavy airtanker).
- Deviations from the policy are acceptable when life or property is threatened, and the use of wildland fire chemical can be reasonably expected to alleviate the threat.
- When potential damage to natural resources outweighs possible loss of aquatic life, the unit administrator may approve a deviation from these guidelines.

EXHIBIT F

FREQUENCIES

The Department and CDIFP agrees to authorize use by the other Party frequencies listed in the current XBO Communications Plan.

These frequencies will be used for fire/emergency only within or adjacent to the Parties' responsibility areas.

EXHIBIT G

SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT CONTACTS

HEADQUARTERS OFFICE**157 W. 5th Street****San Bernardino, CA 92415-0451 (909) 387-5974**

<i>Name</i>	<i>Radio</i>	<i>Office Phone</i>	<i>Cell Phone</i>	<i>Email</i>

* Contact list is on file with each agency.

EXHIBIT H

FEDERAL CONTACTS

HEADQUARTERS OFFICE 4955 Canyon Crest Drive Riverside, CA 92507					
<i>Name</i>	<i>Radio Identifier</i>	<i>Office Phone</i>	<i>Cell Phone</i>	<i>Location</i>	<i>Email</i>

* Contact list is on file with each agency.