



**To:** Board of Directors  
**From:** Steve Simons, Fire Chief  
**Date:** November 1, 2019  
**Subject:** Authorize Fire Chief to Enter Into an Agreement with US Forest Service to Lease Meeks Bay Fire Station 62

Background

In an effort to assist US Forest Service staff and Engine 43 to remain located on the west shore and continue as a valued resource to our community, I suggest we enter into a lease agreement to allow the Forest Service crew and engine to occupy Station 62.

I have been working with Donovan Lee and Kyle Jacobson of US Forest Service to create an equitable agreement for both agencies. Legal counsel reviewed the attached, supplemental agreement to the Area Operating Plan (also attached) and found no concerns.

Recommendation

Authorize the Fire Chief to enter into an agreement with US Forest Service to lease Station 62.

**EXHIBIT D**

**SUPPLEMENTAL PROJECT PLAN  
To  
Cooperative Fire Agreement  
Between  
Meeks Bay Fire Protection District  
And the U.S. Forest Service  
Lake Tahoe Basin Management Unit**

SUPPLEMENTAL NUMBER

**PROJECT AND FINANCIAL PLAN**

**I. INTRODUCTION**

This Supplemental Project Plan (SPP) between Meeks Bay Fire Protection District (Meeks Bay FPD) and USDA Forest Service (Forest Service), Lake Tahoe Basin Management Unit provides for the Forest Service's use of Meeks Bay FPD's facility at 7164 7<sup>th</sup> Ave Tahoma, CA 96142.

**II. SCOPE AND DURATION**

The objective of this SPP is to reimburse Meeks Bay FPD for occupation and maintenance of Station 62. This SPP falls under provision 11 FACILITIES, EQUIPMENT and SUPPORT. The maximum annual amount to be reimbursed to Meeks Bay FPD under this SPP is \$20,000. The approved facility rate is \$20,000 per year. A modification will be done each federal fiscal year (October – September) to add additional funding.

LIMITATION OF FUNDS Forest Service funds in the amount of \$20,000 are currently available for performance of this SPP. The Forest Service's ability to provide additional funding is contingent upon the availability of appropriated funds from which payment can be made. There is no legal liability on the part of the Forest Service for any payment above this amount until Meeks Bay FPD receives notice of availability confirmed in a written modification by the Forest Service.

COMMENCEMENT/EXPIRATION DATE This SPP is executed as of the date of the last signature and is effective through 9/30/2021 at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials

for both parties.

**PLAN MODIFICATIONS** Modifications within the scope of this SPP must be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all properly authorized, signatory officials for both parties, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The Forest Service is not obligated to fund any changes not properly approved in advance.

### **III. PRINCIPAL CONTACTS**

Principal contacts for each Agency for the administration of the project are:

Name: Michael Schwartz  
Agency: Meeks Bay Fire Protection District  
Address: PO BOX 189 Tahoma, CA 96142  
Telephone: (530) 525-7548

Name: Kyle Jacobson  
Agency: USDA Forest Service, Lake Tahoe Basin Management Unit  
Address: 35 College Dr South Lake Tahoe CA 96150  
Telephone: 530 543 2658

**Direct all inquiries to:**

Name Shawn Crawford  
Agency: Meeks Bay Fire Protection District  
Address: PO BOX 189 Tahoma, CA 96142  
Telephone: 530 543 2658

Name: Genevieve Villemare, Grants Management Specialist  
Agency: USDA Forest Service  
Address: Lake Tahoe Basin Management Unit, 35 College Drive, South Lake Tahoe  
Telephone: 530-543-2783

## **DETAILED PROJECT DESCRIPTION**

### **A. Meeks Bay Fire Protection District**

1. Provide utilities for the operation of the facility, including but not limited to, electrical power, water, sewer and garbage.
2. Provide all maintenance cost (labor and supplies) for the efficient operation of the facility

### **B. FOREST SERVICE**

1. Provide an initial payment of \$ ??? for facility setup necessary to accommodate additional Forest Service personnel to include but not limited to fencing, parking and electrical upgrades.
2. Reimburse the Department to cover utility usage, not to exceed \$10,000 per year.

## **IV. REIMBURSEMENT**

The Forest Service shall reimburse Meeks Bay FPD for the Forest Service's share of the actual expenses incurred, not to exceed \$20,000. The Meeks Bay FPD is approved to submit an annual billing. The Forest Service will make payment for its share of project costs upon receipt of an invoice.

Each invoice must include, at a minimum:

1. Meeks Bay FPD name, address and telephone number
2. U.S. Forest Service agreement number
3. Invoice date
4. Performance dates of the work completed (start and end)
5. Total invoice amount for the billing period
6. Invoice Number, if applicable

The invoice must be sent by one of three methods (email is preferred):

EMAIL: [asc\\_ga@usda.gov](mailto:asc_ga@usda.gov)

FAX: 977-687-4894

POSTAL: USDA Forest Service

Albuquerque Service Center

Payments- Grants & Agreements

101B Sun Ave NE

Albuquerque, NM 87109

Send copy to Lake Tahoe Basin Management Unit  
Attention: Kyle Jacobson  
35 College Dr  
South Lake Tahoe, CA 96150

The authority and format of this SPP has been reviewed and approved for signature.

\_\_\_\_\_  
GENEVIEVE VILLEMAIRE  
U.S. Forest Service Grants and Agreements Specialist

\_\_\_\_\_  
Date

\_\_\_\_\_  
MICHAEL SCHWARTZ  
Fire Chief

\_\_\_\_\_  
Date

DRAFT

**Exhibit B**  
**2018**  
**OPERATING PLAN**  
**FOR COOPERATIVE FIRE PROTECTION AGREEMENT**  
**Between**  
**MEEKS BAY FIRE PROTECTION DISTRICT**  
**and**  
**U.S. FOREST SERVICE**  
**LAKE TAHOE BASIN MANAGEMENT UNIT**

**OPERATING PLAN**

The Parties will meet annually, prior to the initiation of fire season to review and update, if necessary, the Operating Plan (OP). This annual review will be documented by signing and dating the review block on the signature page of this OP. This OP will include protection area maps for all Parties, rates for use of department equipment and personnel, lists of principal personnel, dispatching procedures, and any other items identified in this Agreement as necessary for efficient implementation. This OP shall become attached to and be a part of the Cooperative Fire Protection Agreement (CFPA). This OP takes effect as of the date of the last signature and will remain in effect until superseded by a new OP or upon expiration of the agreement.

**MUTUAL AID RESPONSE PROCEDURES**

Mutual aid is the initial attack response by both Department and Forest Service suppression resources that are identified in each Party's Emergency Command Center's run cards or computerized automated dispatch system (CAD). The Protecting Party will not be required to reimburse the Supporting Party for initial attack actions taking place in these areas within the first 12 hours (as identified in the Agreement) following initial dispatch of suppression resources. All assistance beyond this "Mutual Aid" period will be assistance by hire and will be billed retroactively for the full period from the time of initial dispatch.

Aircraft (fixed and rotary-winged) including pilot(s) shall always be Assistance by Hire, 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.

**DESCRIPTION OF FOREST SERVICE DIRECT PROTECTION AREA (DPA)**

The Forest Service has the responsibility for prevention, protection and suppression of wildland fires on National Forest administered lands, and on adjacent or intermingled State and private forested lands as identified through CFPA.

## **DESCRIPTION OF DEPARTMENT DIRECT PROTECTION AREA (DPA)**

The Department has the responsibility for prevention, protection and suppression of structure and other non-wildland fires within the established fire district. These structures and lands protected by the Department are intermingled or adjacent to lands protected by the U.S. Forest Service.

## **CLOSEST FORCES**

The Department and the Forest Service agree to adopt the "Closest Forces" concept for initial attack. This philosophy dictates that the closest available appropriate resource regardless of ownership shall be utilized initially. The emphasis to get the closest appropriate resources to respond to initial attack fires" is in the best interest of both Parties. This concept of "Closest Forces" will also be applied to ongoing incidents whenever there is a critical and immediate need for the protection of life and property. Beyond initial attack, the "Closest Forces" concept is modified and the Protecting Party will request the most appropriate resource to aid in the suppression of a wildfire.

## **MOVE-UP AND COVER**

"Move-up and Cover" is the reallocation of fire suppression resources from their established location to a temporary location. For this agreement, "Move-up and Cover" is limited to moving Supporting Party engine companies and dozers (if applicable) to Protecting Party facilities which have been temporarily vacated because of emergency activity. The Protecting Party may decide to provide subsistence and lodging at no cost to the Supporting Party for support or agency specific mission only. Mutual Aid (if applicable) "Move-up and Cover" will be at no cost to the Protecting Party for the initial Mutual Aid period agreed to in this CFPA. While in the Mutual Aid period (if applicable), if the Supporting Party's resources are dispatched by the Protecting Party to a fire, Assistance by Hire will apply unless the fire is located in an area of predetermined aid as agreed to in this CFPA.

## **SINGLE POINT RESOURCE ORDERING**

Any and all requests for emergency assistance and incident support on cross boundary incidents must be clear and precise and shall be processed and recorded through a single dispatching center identified by the Incident Commanders of both Parties (Unified Command) and supported by order and request numbers. Any resources ordered outside of the Unified Ordering Point (UOP) will be considered voluntary contribution to the incident and will not seek reimbursement.

## **COMMUNICATIONS AND FREQUENCY MANAGEMENT**

The Parties agree to utilize the frequencies assigned by the Emergency Command Centers for the management of an incident. This includes the assigned Command and Tactical Frequencies. In the case where the Parties' administrative frequencies have not been assigned for those purposes, the use of those frequencies must be temporarily suspended. While away from the home geographic area and traveling to and from an incident, the Parties agree to suspend the use of their respective pre-assigned frequencies. These frequencies are licensed through the Federal

Communications Commission for specific geographic areas and are not to be used outside those areas. Family recreational “walkie-talkie” type radios are prohibited from use while traveling to and from an incident or while on any federal incident.

**SHARING FREQUENCIES**

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

<b>Command Nets:</b>	TX 159.4950	RX 154.1300	NEU E RPT T. 8, 9, 11, 12
<b>Tactical Nets:</b>	TX 154.2950 TX 153.7700	RX 154.2950 RX 154.4000	VFIRE 23 J-TAC RPT. T.6, 7

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

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

<b>Command Nets:</b>	<b>TX 164.9625</b>	<b>RX 172.375</b>	Tones 1,2,3
<b>Tactical Nets:</b>	<b>TX 168.200</b>	<b>RX 168.200</b>	

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

**OPERATIONAL & DUTY OFFICER CONTACTS**

**DEPARTMENT DUTY OFFICER CONTACT**

Michael Schwartz, Chief Executive  
(530) 583-6911 x618  
Cell: (530) 448-2524

Steve Simons, Fire Chief  
(530) 583-6911 x623  
Cell: (530) 277-9864

Todd Conradson, Division Chief  
(530) 583-6911 x620

Steve McNamara, Battalion Chief  
(530) 583-6911 x624



Cell: (530) 308-0157

Cell: (530) 386-7450

Greg Smith, Battalion Chief  
(530) 583-6911 x625  
Cell: (530) 412-0123

Alan Whisler, Battalion Chief  
(530) 583-6911 x609  
Cell: (530) 386-4022

#### FOREST SERVICE DUTY OFFICER CONTACT

Steve Burns, Chief 1  
(530) 543-2794  
Cell: (530) 545-3991

Kyle Jacobson, Chief 2  
(530) 543-2658  
Cell: (530) 545-0060

John Washington DIV 4  
(530) 543-2652  
Cell: (530) 545-3373

Kyle Tolosano DIV 1  
(530) 543-2631  
Cell: (530) 605-7334

#### FOREST SERVICE LINE OFFICER CONTACT

Jeff Marsolais, Forest Supervisor  
(530)543-2640

#### **ICS QUALIFIED LIST AND IMT PERSONNEL**

The list of qualified personnel is maintained by the Department's Command/Dispatch Center. The resources may be available on an Assistance-by-Hire basis depending on Party's drawdown and commitments.

#### **THE USE OF TRAINEES**

Both Parties agree to the use of trainees when practical; however, the automatic dispatch of or use of trainees will not occur without prior approval of the hosting unit or Incident Commander. Department trainees identified in the IMT Priority Trainee lists are pre-approved. The Forest Service agrees to pay for the Department's trainees that are pre-approved and/or attached to a Type 1 or Type 2 IMT.

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

#### **PAYMENT OF STRUCTURE DEFENSE**

The State and Federal Agencies have responsibility to protect homes and other structures from wildfire. For wildfires within an agency's DPA, that agency will be financially responsible for the action they take to keep the wildfire from advancing on or threatening structures. For wildfires in or threatening local jurisdictions that border or overlay State or Federal DPA, local

agencies will bear their own agency's cost for defending structures within their jurisdiction. When the local agency's resources are exhausted and need to be augmented for structure defense, as determined and negotiated by the unified incident commanders in consultation with Agency Representative and Agency Administrator, the State or Federal Agency having DPA responsibility will bear the cost of the augmentation. The State or Federal Agencies are not financially responsible in situations when local government fire protection agencies order additional resources and or actions beyond the level deemed by the Incident Commanders and/or Agency Administrators.

## **REIMBURSEMENT RATES AND METHODOLOGY (non-aviation)**

### **Department Personnel and Equipment, *Supplies and Cache items***

Reimbursement for personnel will be based on personnel rates on file with the Office of Emergency Services (Cal OES) at the time of the incident and reimbursement methodologies outlined in the California Fire Assistance Agreement (CFAA).

The Department and Forest Service acknowledge the special legal requirements of each Party to provide backfill coverage (to respond to subsequent emergencies) that becomes necessary as a result of the execution of the Agreement; however, actual costs associated with backfill needs are not reimbursable. Reimbursement rates and methods under the CFAA are designed to provide financing for backfill needs.

Personnel responding to incidents will be reimbursed for actual time worked on the incident unless there is a MOU, MOA or governing body resolution that dictates the specific position is to be reimbursed portal to portal for the time committed to an emergency incident. The MOU, MOAs or resolutions must not be contingent on this agreement or executed on the sole basis that there is reimbursement from the federal or state agency, and must be identified as part of their normal business practices.

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

Reimbursement for equipment will be based on adhering to the minimum staffing levels as identified in Firescope Field Operations Guide 420-1, and the CFAA Rate Letter applicable at the time of the incident. The Supporting Party will provide fuel and lubricants while the equipment is en route to the incident and while returning to the home unit. The Protecting Party will provide fuel and lubricants while the equipment is on the incident.

There is recognition that wildland fire suppression will often involve the use of equipment, supplies and cache items. Equipment, supplies and cache items checked out (such as pumps, hoses, nozzles, etc.), or supplied by one Party and received by another Party, shall become the responsibility of the receiving/supporting Party. Equipment, supplies and cache items shall be returned in the same condition as when received, reasonable wear and tear excepted.

Notwithstanding the general Waiver of Claims clause, the parties agree that the Receiving/supporting Party shall repair or reimburse for damage in excess of reasonable wear and tear, and shall replace or reimburse items lost or destroyed, except for damage occurring as a result of negligence by the receiving/supporting Party. The receiving/supporting party will

replace or reimburse for items lost, destroyed, or expended with items of like or similar standard from the fire cache or supply unit on the incident, or via an authorization for replacement using a unique request number. Insurance or other reimbursement options should be pursued, if such options are available, prior to replacement or reimbursement for lost, stolen or destroyed items.

Organized Emergency Crew resources including Type 1 and 2 crews, fuels crews, and flight crews will be reimbursed at actual hours worked per day based on reimbursement methodologies outlined in the CFAA unless labor agreements otherwise specify. Rates for these crews will be developed, agreed to in advance and published annually herein.

An Administrative Rate can be added to the total of the personnel, support equipment, and other approved reimbursements. The current standard Administrative Rate is 10% unless the Department has submitted an agency specific administrative rate to Cal EMA under the CFAA. The rate on file with Cal EMA at the time of the incident will be used.

The Department will prepare a FSLA-5 (Record of Activities). The FSLA-5 and supporting documentation is the basis for reimbursement and invoice preparation. This form is provided by the Forest Service and is attached as Exhibit C to this agreement. The form FSLA-5 must be signed by a responsible officer of the Department and by the Forest Service Incident Commander or Finance Chief and attached to the invoice.

For Reimbursement under the terms of this CFPA all resource orders must be dispatched and processed by the CAMINO INTERAGENCY Communication Center. Any request not dispatched or processed by this ECC will not be reimbursed under this local agreement.

### **Forest Service Personnel and Equipment**

Reimbursable Forest Service costs will include actual costs associated with the direct fire operations and incident support ordered by or for the incident (except as otherwise described as reciprocal initial attack as identified herein, and independent action situations). The Department will be billed for support to incidents that are the jurisdictional responsibility of the Department.

The Administrative Rate for the Forest Service is published in the agency's Annual Program Direction.

### **REIMBURSEMENT RATES AND METHODOLOGY (aviation)**

#### **Federal Excess Property Program (FEPP) Equipment**

Under the FEPP program, FEPP rates apply when federal property is loaned to the State Forester, who may place it with local fire departments to improve local fire programs. If this loaned federal property is used on a Forest Service incident, the Department will only charge the Forest Service operating costs that include maintenance, fuel, oil, etc. Charges may not include amortization, depreciation, replacement costs, modification, start-up costs, or related charges.

#### **Aircraft**

Flight and stand-by rates for aircraft will be developed, agreed to in advance, and published annually herein, utilizing the rates and/or methodology utilized by the California Department of Forestry and Fire Protection (CAL FIRE). Assistance by Hire rates and reimbursements for aircraft will be based on the following guidelines:

1. Fixed Wing

Reimbursements will be based on aircraft rate which includes pilot costs. The Air Tactical Group Supervisor (“ATGS”) will be itemized separately. ATGS Stand-by rates will be determined based on personnel costs.

2. Helicopter

Reimbursement will be based on CAL FIRE Type 2 helicopter rate (same CAL FIRE UH-1H Super-Huey specification and cost basis) which includes pilot costs. Helitack crew with Helitender, Fuel Truck and chase vehicle (e.g. 1-Ton Pickup) will be itemized separately. Flight Crew and Crew Carrying Vehicle (CCV) will also be itemized separately.

**WHERE TO SEND REIMBURSEMENT INVOICES**

Invoices for services under this agreement must be sent to the following addresses as appropriate. This address supersedes any invoice mailing address which may be reflected in the existing cooperative agreement.

Invoices for services under this agreement must be sent to:

<b>U.S. Forest Service</b>	<b>Department</b>
Steve Burns, Fire Chief 35 College Drive South Lake Tahoe Ca. 96150 Telephone 530-543-2794 FAX: 530-543-2655 Email: soburns@fs.fed.us	Michael S. Schwartz, Chief Executive PO Box 5879 Tahoe City, CA 96145 Telephone: 530-583-6911 FAX: 530-583-6909 Email: <a href="mailto:schwartz@ntfire.net">schwartz@ntfire.net</a>

**WAIVER OF CLAIMS**

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

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

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

### **SUPPLEMENTAL FIRE DEPARTMENT RESOURCES**

Mobilization of Supplemental Resources is NOT covered in local Cooperative Fire Protection Agreements or Operating Plans. They are to be mobilized under the California Fire Assistance Agreement. (CFAA).

### **ITEMS NOT REIMBURSABLE**

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

- Incident position support kits
- Calculators
- Computers
- Printers
- GPS units
- Cell phones (except as provided below)
- Personal telephone charges
- Support items normally available in Supply Unit, e.g. tents, sleeping bags, pads, water coolers, etc.

Costs of agency cell phones in excess of normal monthly charges are reimbursable when supported by cell phone provider bills.

### **DURATION OF ASSIGNMENTS**

Consideration must be given to the health and safety of personnel when assigned to fires of long duration. It is agreed that duration of assignments is dictated by each Party's policy. Extension of assignments beyond the Supporting Party's policy may be requested. It is the responsibility of the Protecting Party to request relief personnel in advance of the Supporting Party's policy time limit. The Protecting Party is further responsible for the transportation costs of moving personnel to the fire and returning those relieved personnel back to their home stations. In all cases, the Department and Forest Service agree that their Incident Commanders will release suppression resources to their primary mission responsibilities as soon as priorities allow. The National Wildfire Coordinating Group (NWCG) has established guidelines for the length of assignments for resources and personnel who accept out of state assignments. Personnel who accept assignments out of the state are expected to adhere to the guidelines identified by NWCG.

For incidents within the state, there is a required 7 day minimum commitment. Both Parties agree to honor the minimum length of assignments guidelines.

### **REST AND RECUPERATION**

The National Wildfire Coordinating Group (NWCG) establishes Rest and Recuperation (R & R) guidelines that govern R & R on all Federal incidents. These guidelines may change throughout the year depending on fire activity and physical condition of fire resources. Department personnel assigned to a Forest Service incident may be given R & R during the incident in which case the R & R is in pay status and charged against the incident. However, if the Department wishes to grant their personnel R & R upon their return to home, the R & R is not compensable under the terms of this agreement.

### **AIR BOTTLE SUPPORT**

The Department agrees to refill breathing apparatus bottles when requested by the Forest Service subject to compliance with all laws and policies pertaining to breathing apparatus.

### **NON-WILDFIRE INCIDENTS**

The Department has jurisdictional responsibility for all non-wildfire emergencies within its protection area even when these areas include Forest Service DPA. The only exceptions are for those emergency incidents under the jurisdiction of the California Highway Patrol, County Sheriff, California Department of Fish & Game and the U.S. Coast Guard.

### **FIRE PREVENTION**

**JOINT PRESS RELEASES** Develop joint press releases on cooperative fire protection issues to ensure that the interests of both Parties are adequately addressed.

**SMOKEY BEAR PROGRAM** The Parties will cooperate in the delivery of Smokey Bear programs.

**LOCAL EDUCATION PROGRAMS** The Parties agree to cooperatively conduct local school and other fire prevention education programs.

**FIRE PREVENTION SIGNS** Coordination and placement of fire prevention signs should be coordinated by both Parties in order to prevent duplication of effort and sending mixed messages. This is especially important for fire danger rating signs.

**LOCAL EVENTS** The Parties agree to cooperatively conduct fire prevention programs at local community events.

## **BURNING AND CAMPFIRE PERMITS**

In accordance with current instructions, permits for campfire (CDF form LE-63), dooryard premises burning (CDF form LE-62), and other burning (CDF form LE-5) (except vegetation management program and brushland conversion burning (CDF form LE-7) on State Responsibility lands in Federal Agency DPAs will be issued by the Federal Agency or local fire protection district personnel authorized to do so by the Director of CDF. If both Parties' personnel are authorized to issue campfire and burning permits by CDF, both Parties agree to issue burning and campfire permits for each other's DPAs. Both Parties agree to notify one another when burn permits are issued. Fire Restrictions, Red Flag or other situations that may affect the safe execution of campfire and/or burn permits will be shared by each Party.

## **NON-FIRE PROJECT USE OF RESOURCES**

Each of the Parties may jointly conduct appropriate mutual interest projects such as prescribed burns and facility/compound maintenance. Any shared cost or reimbursement will be governed in accordance with a Supplemental Project Agreement signed by each Party prior to the start of the project.

## **WILDLAND FIRE DECISION SUPPORT SYSTEM (WFDSS)**

Forest Service policy requires the use of "Wildland Fire Decision Support System" (WFDSS) for all fires on or threatening Forest Service administered lands that have escaped initial attack. In Unified Command situations the Forest Service will include the Department's input into the development of control objectives, strategy and priorities.

## **SUPPRESSION AND DAMAGE COLLECTION**

The Department and the Forest Service reserve the right to pursue independent and separate courses of litigation and cost collection for suppression and damage on the fires that affect both Parties. Any costs recovered as a result of independent litigation will not be subject to apportionment with the other affected Party. Whenever collections that result from joint legal action have the effect of reducing next expenditures of either Party to accomplish services provided for in this Agreement, then such collections may be reported and shared proportionately, after deducting the cost of collection.

## **REPAIR OF SUPPRESSION ACTIVITY DAMAGE**

Repair of suppression related activity damage (e.g., spreading of dozer berms, installations of water bars, minor road repairs, minor fence repair, etc.) will normally be done by the Party with direct protection responsibility for the fire as an integral part of overhaul/mop-up. Any rehabilitation beyond this level may be the responsibility of the landowner.

## **MAPS TO SUPPORT ANNUAL OPERATING PLAN**

On an as needed basis, maps needed to support this OP will become attachments to the OP. These may include the DPA boundary, fire protection facilities by Party and location, pre-

planned "Mutual Aid" initial attack response areas, "Mutual Aid Move-up and Cover" facilities or special management consideration areas.

**POSSESSION OF AGREEMENT AND OP ON INCIDENTS**

On incidents, the Supporting Party shall furnish the Protecting Party, upon demand, a signed copy of the CFPA and current OP.

This operating plan will be reviewed annually by (DATE) and revised as needed. This Operating Plan is executed as of the date of the last signature and remains in effect through (DATE) unless modified or superseded.

**APPROVAL:**

IN WITNESS WHEREOF, the Parties have executed this Operating Plan as of the last date written below:

  
\_\_\_\_\_  
STEVE SIMONS, Fire Chief  
Meeks Bay Fire Protection District

07-07-18  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
JEFF MARSOLAIS, Forest Supervisor  
U.S. Forest Service, Lake Tahoe Basin MU

7/20/18  
\_\_\_\_\_  
Date

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

  
\_\_\_\_\_  
GENEVIEVE VILLEMAIRE, U.S. Forest Service  
Grants Management Specialist

6/18/2018  
\_\_\_\_\_  
Date





## MODIFICATION OF GRANT OR AGREEMENT

PAGE	OF PAGES
1	14

<b>1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER:</b> 16-FI-11051900-033	<b>2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:</b>	<b>3. MODIFICATION NUMBER:</b> 002
<b>4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4):</b> Lake Tahoe Basin Mgmt. Unit Attn: Genevieve Villemaire 35 College Drive South Lake Tahoe CA 96150-4500	<b>5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4):</b> Lake Tahoe Basin Mgmt. Unit Attn: Steve Burns 35 College Drive South Lake Tahoe Ca 96150-4500	
<b>6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county):</b> Meeks Bay Fire Protection District Attn: Steve Simons PO Box 5879 Tahoe City, CA 96145	<b>7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):</b>	

### 8. PURPOSE OF MODIFICATION

<b>CHECK ALL THAT APPLY:</b>	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
<input type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD:
<input type="checkbox"/>	CHANGE IN FUNDING:
<input checked="" type="checkbox"/>	ADMINISTRATIVE CHANGES: Primary contacts changed.
<input checked="" type="checkbox"/>	OTHER (Specify type of modification): Updated Operating Plan

**Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.**

**9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):**  
 Changed primary contact for LTBMU from Kit Bailey to Steve Burns:

35 College Drive  
 South Lake Tahoe, CA 96150  
 530-543-2794 and soburns@fs.fed.us

See attached operating plan for all other updates

### 10. ATTACHED DOCUMENTATION (Check all that apply):

<input type="checkbox"/>	Revised Scope of Work
<input type="checkbox"/>	Revised Financial Plan
<input checked="" type="checkbox"/>	Other: Operating Plan

### 11. SIGNATURES

**AUTHORIZED REPRESENTATIVE:** BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

<b>11.A. MBFPD SIGNATURE</b>  (Signature of Signatory Official)	<b>11.B. DATE SIGNED</b> 07-07-18	<b>11.C. U.S. FOREST SERVICE SIGNATURE</b>  (Signature of Signatory Official)	<b>11.D. DATE SIGNED</b> 7/20/18
<b>11.E. NAME (type or print): STEVE SIMONS</b>		<b>11.F. NAME (type or print): JEFF MARSOLAIS</b>	
<b>11.G. TITLE (type or print): Fire Chief</b>		<b>11.H. TITLE (type or print): Forest Supervisor, LTBMU</b>	

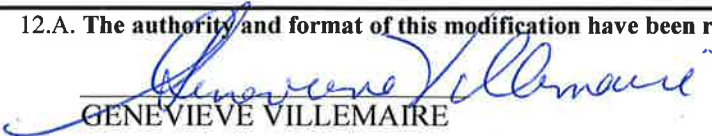


USDA Forest Service

OMB 0596-0217  
FS-1500-19

**12. G&A REVIEW**

12.A. The authority and format of this modification have been reviewed and approved for signature by:

  
GENEVIEVE VILLEMAIRE

U.S. Forest Service Grants & Agreements Specialist

12.B. DATE  
SIGNED

6/19/2019



#### Burden Statement

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