KRISTIN M. CROWLEY FIRE CHIEF

November 6, 2024

BOARD OF FIRE COMMISSIONERS FILE NO. 24-114

TO:

Board of Fire Commissioners

FROM: Kristin M. Crowley, Fire Chief

SUBJECT: MEMORANDUM OF AGREEMENT FOR AUTOMATIC AID BETWEEN THE LOS ANGELES CITY FIRE DEPARTMENT AND THE USDOI NATIONAL PARK SERVICE SANTA MONICA MOUNTAINS NATIONAL

RECREATION AREA

FINAL ACTION: Approved	Approved w/Corrections	Withdrawn
Denied	Received & Filed	Other

SUMMARY

The Los Angeles City Fire Department (LAFD) maintains fourteen automatic aid agreements with neighboring fire agencies within the Region. These agreements exist to enhance emergency services in areas that are not easily accessed by existing fire stations within the affected jurisdiction. When an emergency arises, the neighboring city may have response resources closer to the incident than the jurisdiction in which the incident occurs. To meet national standards and maintain a high level of service to the citizens within these areas, the LAFD enters into automatic aid agreements which allows the city with the closest resource to respond and start to mitigate the situation until the jurisdictional agency's resources arrive and transition command. Per the agreement, the response by the neighboring agency is without cost to the agency having jurisdiction.

This is the Memorandum of Agreement between the United States of America Department of the Interior National Park Service Santa Monica Mountains National Recreation area (NPS) and LAFD. The portion of Los Angeles affected by this agreement is the Santa Monica Mountain area, LAFD Battalion 5. Additional attachments to this report include the agreement.

The City Attorney and LAFD Risk Manager have reviewed and approved the Agreement as to legal form.

Board of Fire Commissioners Page 2

RECOMMENDATIONS

That the Board:

- 1. Approve the Memorandum of Agreement for automatic aid between the Los Angeles City Fire Department and the NPS for a period of five years, beginning August 1, 2024, and ending July 31, 2029.
- 2. Authorize the Fire Chief to execute the attached Memorandum of Agreement for automatic aid with the NPS.
- 3. Authorize the Fire Chief sole discretion to execute amendments during the five-year term of the Memorandum of Agreement for automatic aid.

FISCAL IMPACT

There is no fiscal impact.

Board report prepared by Adam Knabe, Battalion Chief, Response Committee Chair

Attachments

RECIPROCAL FIRE PROTECTION ACT AGREEMENT G8075241001

between the

UNITED STATES DEPARTMENT OF THE INTERIOR NATIONAL PARK SERVICE SANTA MONICA MOUNTIANS NATIONAL RECREATION AREA

and the LOS ANGELES CITY FIRE DEPARTMENT

This General Fire Agreement (Agreement) is entered into by and between the U.S. Department of the Interior, National Park Service, Santa Monica National Recreation Area (NPS), and the Los Angeles City Fire Department (LAFD). Throughout this Agreement, the NPS and LAFD may be jointly referred to as the "Parties."

ARTICLE I - BACKGROUND AND OBJECTIVES

The objective of this Agreement is to establish the terms and conditions under which the Parties will provide direct protection, mutual assistance or assistance by hire in preventing, detecting, and suppressing structural fires and wildfires on lands within NPS boundaries.

The NPS is a land management agency that has the responsibility for fire protection, which includes prevention, detection, management, and suppression of wildland fires on NPS administered lands and has an interest in protection and suppression of wildland fires on adjacent or intermingled State and private forested land.

The NPS does not respond to structure fires, vehicle fires or traffic accidents. However, the NPS may, as available, respond to such incidents for wildland fire suppression activity when adjacent lands or property covered under this Agreement are threatened by fire from such incidents.

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

Therefore, it is mutually advantageous, in their mutual interest, and in the public interest, for the parties to coordinate their efforts in the prevention, detection, management, and suppression of wildland fires in and adjacent to their areas of responsibility to limit duplication and improve efficiency and effectiveness.

ARTICLE II - LEGAL AUTHORITY

NPS enters into this Agreement pursuant to:

- A. Reciprocal Fire Protection Act of May 27, 1955 (69 Stat. 66; 42 U.S.C. 1856a)
 - (a) Each agency head charged with the duty of providing fire protection for any property of the United States is authorized to enter into a reciprocal agreement, with any fire organization maintaining fire protection facilities in the vicinity of such property, for mutual aid in furnishing fire protection for such property and for other property for which such organization normally provides fire protection. Each such agreement shall include a waiver by each party of all claims against every other party for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of such agreement. Any such agreement may

provide for the reimbursement of any party for all or any part of the cost incurred by such party in furnishing fire protection for or on behalf of any other party.

B. 54 U.S.C. § 102711 which states "to facilitate the administration of the System, the Secretary may use applicable appropriations for the System to render emergency rescue, firefighting, and cooperative assistance to nearby law enforcement and fire prevention agencies and for related purposes outside the System."

ARTICLE III - STATEMENT OF WORK

A. The LAFD will:

- 1. Provide structure and wildland fire protection and suppression for Santa Monica Mountains National Recreation Area without reimbursement for up to 4 hours. Assistance beyond the 4-hour direct protection period will be Assistance by Hire and will be billed retroactively for the full period from the time of initial dispatch. This Agreement and the Operating Plan, Exhibit A, provides direction for reimbursable billings and payment.
- 2. Supervise all aspects of structural fire suppression activities on NPS land.
- 3. Ensure that the NPS is contacted at the earliest possible opportunity by notifying Angeles National Forest Emergency Communications Center of a response to the Santa Monica Mountains National Recreation Area
- 4. Upon request, provide copies of any documents generated by the LAFD on NPS fires within 30 days of request.

B. The NPS will:

- 1. Provide to the LAFD an annual guided educational and familiarization tour of the NPS facilities, equipment, and access points if requested.
- Provide to the LAFD copies of building plans and the current structure fire management plan for the NPS, including description of special or extraordinary actions to be taken in regard to structure fire suppression within historic areas of the park.
- 3. Provide access through NPS gates by providing a key to each gate.

C. The LAFD and NPS, jointly, will:

- 1. Abide by the Operating Plan, Exhibit A of this Agreement.
- 2. Meet annually to review the Operating Plan and update if necessary.
- 3. Provide to the other party a list of responsible persons, with telephone numbers, to be contacted in an emergency. At least once a year, or more often if necessary, each party will provide the other party with an updated list of such persons and telephone numbers.
- 4. Only utilize minimum impact strategies and tactics will be used when fighting fires within the NPS. No chainsaws or ground-disturbing equipment such as graders or bulldozers will be used without the permission of the NPS Superintendent or his/her designee.
- 5. After notifying the other party of a fire's discovery, either party may take immediate action to suppress a fire in the other party's area of primary responsibility in order to save life or property.
- 6. Agree to utilize the radio frequencies assigned by Emergency Command Centers (dispatch office) for the management of an incident. This includes the assigned command and tactical frequencies.

- 7. As required by the Reciprocal Fire Protection Act of May 27, 1955, waive all claims against the other party for compensation for any loss, damage, personal injury or death occurring in consequence of the performance of this Agreement.
- 8. It is understood that because of limited number of qualified firefighters and/or equipment, there may be instances where response may be limited or impossible.
- 9. Agree that the responding agency shall have control of the incident scene. Change of command will only be performed and authorized with the mutual agreement of all parties on the scene, and in accordance with Incident Command System policies and procedures.

ARTICLE IV - TERM OF AGREEMENT

This Agreement shall become effective on August 1, 2024, and extend through July 31, 2029, unless it is terminated earlier by one of the Parties pursuant to Article VII that follows.

ARTICLE V - KEY OFFICIALS

A. Key officials are essential to ensure maximum coordination and communications between the Parties and the work being performed. They are:

1. For the NPS:

a. Signatory/Regional Director

Regional Director Interior Regions 8, 9, 10 and 12 National Park Service

Superintendent:
Superintendent
Santa Monica Mountains National Recreation Area
1 Baxter Way, Ste. 180
Thousand Oaks, CA 91362

b. Fire Management Officer:

Tony Sandrini
Santa Monica Mountains National Recreation Area
1 Baxter Way, Ste. 180
Thousand Oaks, CA 91362
Telephone No. 805-501-9444
Email: tony_sandrini@nps.gov

2. For LAFD:

a. Signatory/Fire Chief

Kristin M. Crowley Fire Chief 200 N. Main Street, 18th Floor Los Angeles, CA Telephone No. 213-978-3800 Email: lafdfirechief@lacity.org

- B. Communications. The Parties shall address any communication regarding this Agreement to the Key Officials.
- C. Changes in Key Officials. Any permanent change in key officials will be made only by modification to this Agreement.

ARTICLE VI - FUNDING AND PAYMENT

A. NPS shall reimburse the LAFD for equipment and personnel at rates as set forth in the Operating Plan of this Agreement. NPS will authorize payment to the LAFD by Electronic Funds Transfer (EFT).

The LAFD 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:

- The LAFD does not have an account at a financial institution.
- EFT creates a financial hardship because direct deposit will cost the LAFD more than receiving a check.
- The LAFD has a physical or mental disability, or a geographic, language, or literacy barrier.

In order to receive EFT payments, it is required that the LAFD register with the System for Award Management (SAM), accessed at http://www.sam.gov. For assistance, contact the SAM User Help by contacting the supporting Federal Service Desk at (866) 606-8220 or www.fsd.gov. Failure to maintain registration can impact payments under this Agreement.

Reimbursement will be contingent upon the availability of funds. The NPS shall not be obligated to provide reimbursement in the event of the unavailability of funds resulting from a failure of the Congress of the United States to appropriate funds for such purpose.

Requests for reimbursement must be submitted via email to the Regional Fire Budget Analyst.

- Reimbursement for wildland fire suppression will be forwarded to the Regional Office for Fire Management Budget Analyst review. Once both reviews are completed, the wildland fire suppression invoice will be sent to the Fire Management Program Center in Boise, Idaho for payment processing.
- Reimbursement for structure fire and other all-risk activities requested by the NPS, the Fire Management Officer will work with Regional Visitor and Resource Protection staff for payment processing.
- Requests for reimbursement will include: name of incident, date and time of mobilization and demobilization for each resource, names and titles of responding personnel, incident order number and request number for each resource (overhead, engine) and the incident fire code.

All bills for services provided to the Department of the Interior/NPS will be e-mailed to:

National Park Service

Interior Regions 8, 9, 10 and 12

PWRO FireAdmin@nps.gov

Questions on billing contact:

Attn: Regional Fire Budget Analyst - Robert Rivelle

Email: robert_rivelle@nps.gov

ARTICLE VII - MODIFICATION AND TERMINATION

- A. This Agreement may be modified only by a written instrument executed by all Parties.
- B. Any party may terminate their partnership in this Agreement by providing the Key Officials with 30 days advance written notice. In the event that one party provides the NPS with notice of its intention to terminate, the Parties will meet promptly to discuss the reasons for the notice and try to resolve their differences.

ARTICLE VIII - LIABILITY

As required by the Reciprocal Fire Protection Act of May 27, 1955, NPS and LAFD shall waive all claims against the other party for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of this Agreement, except that this waiver shall not apply to intentional torts or acts of violence against such persons or property.

ARTICLE IX - PROPERTY UTILIZATION

All tools, equipment, and facilities furnished by NPS will be on a loan basis. Tools, equipment and facilities will be returned in the same condition received except for normal wear and tear in project use.

ARTICLE X – GENERAL AND SPECIAL PROVISIONS

A. General Provisions

- Non-Discrimination. All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
- 2. Lobbying Prohibition. 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002 No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law,

ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31. In addition to the above, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply.

- 3. Anti-Deficiency Act. Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
- 4. **Assignment.** No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.
- 5. **Member of Congress.** Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.
- 6. Agency. The LAFD is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the LAFD represent itself as such to third parties. NPS employees are not agents of the LAFD and will not act on behalf of the LAFD.
- 7. **Non-Exclusive Agreement.** This Agreement in no way restricts the LAFD or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
- 8. Survival. Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement shall survive expiration or termination of this Agreement.
- 9. Partial Invalidity. If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 10. Captions and Headings. The captions, headings, article numbers and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provision of this Agreement nor in any way affecting this Agreement.
- 11. No Employment Relationship. This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and LAFD or its representatives. No representative of LAFD shall perform any function or make any decision properly reserved by law or policy to the Federal government.

12. **No Third-Party Rights.** This Agreement creates enforceable obligations between only NPS and LAFD. Except as expressly provided herein, it is not intended nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.

B. Special Provisions

1 Public Information and Endorsements.

- a. LAFD shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a business, product, service, or position which the LAFD represents. No release of information relating to this award may state or imply that the Government approves of the LAFD's work products or considers the LAFD's work product to be superior to other products or services.
- b. All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government."
- c. LAFD must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval.
- d. LAFD further agrees to include this provision in a subaward to a subrecipient, except for a subaward to a State government, a local government, or to a federally recognized Indian tribal government.

ARTICLE XI - ATTACHMENTS

The following attachments are hereby incorporated into this Agreement.

Exhibit A. Operating Plan

ARTICLE XII – SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date(s) set	t forth
below.	

LOS ANGELES CITY FIRE DEPARTMENT

Kristin M. Crowley Fire Chief	Date
FOR THE NATIONAL PARK SERVICE	
DAVID SZYMANSKI Date: 2024.08.08 08:09:30 -07'00'	
David M. Szymanski Regional Director Interior Regions 8, 9, 10 and 12	Date
Approved as to form and legality:	
Samuel W. Petty, Deputy City Attorney City of Los Angeles, City Attorney's Office	Date
Holly Wolcott City Clerk	Date

2023 ANNUAL OPERATING PLAN

NATIONAL PARK SERVICE, SANTA MONICA MOUNTAINS NATIONAL RECREATION AREA

AND

CITY OF LOS ANGELES FIRE DEPARTMENT

To Serve, Protect, and Preserve

A cooperative effort between the National Park Service, Santa Monica Mountains National Recreation Area, and the City of Los Angeles Fire Department.





Exhibit A OPERATING PLAN

For

RECIPROCAL FIRE ACT PROTECTION AGREEMENT G8075231002

between the

UNITED STATES DEPARTMENT OF THE INTERIOR NATIONAL PARK SERVICE SANTA MONICA MOUNTAINS NATIONAL RECREATION AREA

and the
CITY OF LOS ANGELES FIRE DEPARTMENT

I. OPERATING PLAN

This Operating Plan (OP) is prepared pursuant to and incorporates the terms and conditions of the Reciprocal Fire Protection Agreement (Agreement) G8075231002 between Santa Monica National Recreation Area, (NATIONAL PARK SERVICE), and the City of Los Angeles Fire Department (LAFD), hereto referred to as PARTIES.

The OP establishes annual reimbursement rates for Department equipment. The PARTIES will meet annually, prior to the initiation of fire season to review the OP and determine if any changes are necessary. This OP includes protection area maps for all PARTIES, current rates for use of department equipment and personnel, lists of principal personnel, dispatching procedures, and any other items identified in the Agreement as necessary for efficient implementation. This OP shall become attached to and be a part of the Agreement.

The OP will be effective upon signature and will remain in effect until replaced by mutual agreement.

I. Purpose of Plan

Efficient suppression of fires is dependent on availability of resources coupled with an effective plan of action to direct those resources. This AOP is developed to identify the availability of fire resources and to identify each agency's role in fire management upon lands administered by SMMNRA.

II. Annual Renewal of the AOP

The Parties will meet annually, prior to fire season, to review and update where necessary, the AOP. This review will include updates to protection area maps, current rates for use of LAFD fire equipment and personnel, updated principal personnel contact lists, updated dispatching procedures, and updated radio frequencies. This AOP will be reviewed annually by representatives of SMMNRA and LAFD and will remain in effect until terminated by either party upon giving thirty (30) days' notice to the other party.

IV. Descriptions and Maps:

A. SMMNRA lands within the LAFD. Description: (Appendix A map)

B. City of Los Angeles boundary.

Description: (Appendix B map)

C. SMMNRA Response Area Map Description: (Appendix C Map)

V. Fire Suppression

- A. Fire management within the SMMNRA is categorized as wildland urban interface (WUI) requiring all wildfires to be suppressed.
- B. Non-wildfire structural fire suppression for National Park Service owned facilities will be provided by the local fire agency of jurisdiction. Local fire protection agencies in the Santa Monica Mountains also include the Los Angeles County Fire Department and the Ventura County Fire Protection District.
- C. Wildfire suppression on NPS lands in the Santa Monica Mountains may be accomplished with assistance from the local fire agency of jurisdiction. NPS will supplement local fire suppression forces through available equipment and staff technical support and contracting consistent with cost effectiveness and NPS policy mandates.
- D. Decisions on all suppression action will be based upon the probability of threat to life, property and natural/cultural resources and the availability of fire protection firefighting resources, and the magnitude of the fire potential as determined by the local fire agency of jurisdiction and National Park Service representative.
- E. CFPD will notify NPS immediately, via the Angeles National Forest Emergency Communications Center (ANF ECC), of fires occurring on or threatening SMMNRA predetermined response areas. The ANF ECC will notify the designated SMMNRA Duty Officer and will initiate a response based on conditions and available resources.
- F. For fires occurring on or threatening SMMNRA lands, at a minimum a NPS Agency Representative will be respond to the incident. An NPS Resource Advisor will be provided when needed. The parties will enter Unified Command when appropriate.
- G. A rate schedule for wildland fire services will be provided by LAFD in accordance with the CFAA at the beginning of the Los Angeles City's fiscal year. All billing for suppression actions on NPS lands will be based on the current rate schedule. The payment package shall include resource orders or dispatch records showing resources on site and shall be forwarded to the Fire Management Office within 30 days of response.

- H. THREAT ZONE: A half-mile threat zone is identified outside of the NRA boundary where wildland fires will constitute a threat to SMMNRA and may require an emergency suppression response from SMMNRA fire and resource management personnel. (See Appendix C map).
- I. ASSISTANCE BY HIRE: the provision of fire resources, by one agency to another, on a full reimbursement basis. Any other resources provided by a supporting agency and not specifically ordered by the protecting agency, shall be considered a voluntary contribution.
- J. MUTUAL AID: automatic initial response by suppression resources provided at no cost for the specified mutual aid period.
- K. REQUESTING AGENCY: Agency with legal fire protection responsibility.
- L. LAFD will respond to and assist with wildland fire protection and suppression for Santa Monica Mountains National Recreation Area within the boundaries of Los Angeles City without reimbursement for up to 12 hours. Assistance beyond the 12-hour direct protection period will be Assistance by Hire and will be billed retroactively for the full period from the time of initial dispatch. All aerial assets will not be required to reimburse LAFD for initial attack actions taking place on SMMNRA lands within the first 1 hour following initial dispatch. All aerial assistance from LAFD beyond this 1-hour period will be Assistance by Hire and will be billed retroactively for the full period from the time of initial dispatch. This Agreement and the Operating Plan, Exhibit A, provides direction for reimbursable billings and payment.
- M. 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.

V. Fire Pre-suppression:

A. Fire Road Maintenance

LAFD maintenance of existing fire roads will be reviewed by the SMMNRA FMO and LAFD annually.

Construction of new fire roads will be determined on a case-by-case basis through permit applications to the Superintendent.

B. Fuel Modification

Fuel modification for maintenance of fire roads will be reviewed annually with the SMMNRA FMO and LAFD and determined on a case by case basis.

The SMMNRA fuels management staff perform fuel modification adjacent to NPS structures. Fuels are manipulated to alter fire behavior within 100 feet of structures. The need for additional clearance will be reviewed and determined on a case-by-case basis.

Fuel Modification on NPS property for the protection of structures will be as follows:

- a) Fuel modification is performed for NPS structures. The NPS has adopted the International Code Council's (ICC's) *International Urban-Wildland Interface Code* (2006).
- b) Adjacent structures with a park history of fuel modification practices will be maintained.
- c) Those areas previously undisturbed will require appropriate federal studies (archaeological, resource, flora, and fauna) and NEPA compliance prior to any fuel modification to determine legal mandates as to protection of public resources.
- d) New development should be planned not to require disturbance of NPS resources. NPS will not damage resources to accommodate new development.

C. Inspections

Inspections of facilities and resources within SMMNRA shall be by both the National Park Service and the Local Fire Agency of jurisdiction.

VI. Fire Education and Prevention

Prevention and Education activities shall continue to be carried out by both the local fire agency of jurisdiction and SMMNRA personnel. LAFD and SMMNRA will exchange maps, fire restriction plans and other information necessary to keep each other informed of the fire potential and activity on the units. The parties will share and coordinate the implementation of special fire restrictions and other closed areas. Whenever possible, joint news releases will be made.

VII. Fire Investigation

Fire investigations shall be conducted by the local fire agency of jurisdiction with assistance as needed from the National Park Service. Information regarding cause and origin of the fire and potential suspects or witnesses will be shared between the agencies.

VIII. Emergency Medical Services

- A. SMMNRA personnel will respond to emergency medical services on lands administered and owned by the SMMNRA and will provide initial patient stabilization and care.
- B. The local fire agency of jurisdiction will be notified immediately of incidents requiring emergency medical services through the ANF ECC. No remedy for recovering cost of EMS services is provided under this plan.

IX. Fuels Management Projects

- A. NPS and LAFD agree to collaborate and cooperate on mutually beneficial hazardous fuels management projects to reduce wildland fire risks.
- B. National Park Service fire management operations and activities in the Santa Monica Mountains may involve fuels (vegetation) management through the use of prescribed fire and non-fire methods for purposes of hazard fuel reduction, wildlife habitat improvement, resource benefit, and vegetation manipulation.
- C. Prescribed fire planning and implementation will be conducted only by qualified prescribed fire managers/burn bosses. Qualification of prescribed fire managers/burn bosses is based upon previous wildfire experience, training, and specific job performance in various fuel types as defined in NWCG 310-1.
- D. Written prescribed burn plans will be reviewed and approved by the agency with jurisdictional authority for the project. The burn plan and review process will meet the standards for the agency with jurisdictional authority. When multiple agencies have jurisdictional authority, a lead agency will be established for the project and all plans and review process will meet the requirements of the lead agency.
- E. Each prescribed burn shall have, in addition to an approved burn plan, a coordinated resource management project planning agreement that addresses costs, benefits, reimbursements, and escape fire responsibilities.

X. Radio Frequencies

- A. Radio communications of the SMMNRA is provided by the ANF ECC using ANF Forest Net Tone 16 (192.8) through Castro repeater.
- 1) SMP Forest Net

RX 171.3750

TX 164.9375

192.8

- B. Fire Agency (LAFD) requests for SMMNRA resources will be placed through the ANF ECC, (661) 723-5231 or (661) 723-3620.
- C. Cooperating agencies will initial attack dispatch through their respective communication center. LAFD and SMMNRA agree to share frequencies.
- D. Resource orders will be processed through one ordering point identified by the Incident Commander supported by order and request numbers.
- E. At the discretion and direction of the Incident Commander, interagency communications at fire incidents may be conducted on the following LAFD frequencies or above SMMNRA (SMP) frequencies:

XI. Training

Both SMMNRA and CFPD will cooperate in using personnel, facilities, and equipment in conducting training. Cost of training will be borne by the benefiting agency.



IN WITNESS WHEREOF, the parties hereto have executed this Annual Operating Plan effective on May 1, 2023.

PARTIES TO THE ANNUAL OPERATING PLAN

FOR CITY OF LOS ANGELES FIRE DE	PARTMENT
	Date
Chief	
FOR THE NATIONAL PARK SERVICE	
William Shott	Date
Acting Regional Director	Dute
Interior Regions 8 9 10 and 12	





