

item# 5-8

**City of Carson City
Agenda Report**

Date Submitted: July 29, 2008

Agenda Date Requested: 8/7/08

Time Requested: Consent

To: Mayor and Supervisors

From: Fire Department

Subject Title: ACTION TO ADOPT RESOLUTION NO. ____, A RESOLUTION ADOPTING AND APPROVING A COOPERATIVE FIRE PROTECTION AGREEMENT(Agreement Number NV-FAA-0801101) BETWEEN THE UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT CARSON CITY DISTRICT OFFICE, CARSON CITY, NEVADA AND CARSON CITY ON BEHALF OF THE CARSON CITY FIRE DEPARTMENT, CARSON CITY, NEVADA, AND APPROVAL OF THE ANNUAL OPERATING PLAN AND OTHER MATTERS PROPERLY RELATED THERETO.

Staff Summary: This agreement is an update of the mutual aid agreement between the City and the Bureau of Land Management. The agreement provides for mutual assistance between the agencies for responses to wildland fires as designated in the agreement. The agreement adopts an Annual Operating Plan (AOP) by reference. The agreement also allows for the city to be reimbursed for fire responses out of the area.

Type of Action Requested: (check one)
 Resolution Ordinance
 Formal Action/Motion Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: ACTION TO ADOPT RESOLUTION NO. ____, A RESOLUTION ADOPTING AND APPROVING A COOPERATIVE FIRE PROTECTION AGREEMENT(Agreement Number NV-FAA-0801101) BETWEEN THE UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT CARSON CITY DISTRICT OFFICE, CARSON CITY, NEVADA AND CARSON CITY ON BEHALF OF THE CARSON CITY FIRE DEPARTMENT, CARSON CITY, NEVADA, AND APPROVAL OF THE ANNUAL OPERATING PLAN AND OTHER MATTERS PROPERLY RELATED THERETO.

Explanation for Recommended Board Action: By entering into this agreement, Carson City strengthens its ability to respond to wildland fires by joining forces with a similar agency to provide reciprocal services.

Applicable Statute, Code, Policy, Rule or Regulation: NRS 277.180 authorizes public agencies to contract with any one or more other public agencies for the purpose of performing governmental services.

Fiscal Impact: Unknown

Explanation of Impact: It is not possible to determine the fiscal impact. The impact will be based upon wildland fires. This agreement will allow the City to both receive and provide fire assistance through the exchange of resources with the Forest Service.

Funding Source: N/A

Supporting Material: Interlocal agreement and annual operating plan

Prepared By: R. Stacey Giomi, Fire Chief

Reviewed By: *R. Stacey Giomi* Date: 7/25/08
(Fire Chief)
[Signature] Date: 7/29/08
(City Manager)
[Signature] Date: 7/29/08
(District Attorney)
Nancy Paulson Date: 7/29/08
(Finance Director)

Board Action Taken:

Motion: _____ 1) _____ Aye/Nay
2) _____

(Vote Recorded By)

NOTE: There are three original agreement documents and three original operating plan documents. All originals need signatures. One original for Carson City, two originals for the Bureau of Land Management.

RESOLUTION NO. _____

A RESOLUTION ADOPTING AND APPROVING A COOPERATIVE FIRE PROTECTION AGREEMENT (AGREEMENT NUMBER NV-FAA-0801101) BETWEEN THE UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT CARSON CITY DISTRICT OFFICE, CARSON CITY, NEVADA AND CARSON CITY ON BEHALF OF THE CARSON CITY FIRE DEPARTMENT, CARSON CITY, NEVADA, AND OTHER MATTERS PROPERLY RELATED THERETO.

WHEREAS, pursuant to NRS 277.180, any one or more public agencies may enter into interlocal contracts with any one or more other public agencies for the performance of any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, Carson City is a political subdivision of the State of Nevada and the Department of Interior Bureau of Land Management is an agency of the United States; and

WHEREAS, NRS 277.180 provides that every such contract must be ratified by appropriate official action of the governing body of each party to the contract as a condition precedent to its entry into force; and

WHEREAS, NRS 277.180 also provides that every such contract must set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties; and

WHEREAS, the parties to the Cooperative Fire Protection Agreement desire to adopt and approve such contract as required by NRS 277.180. A copy of the Agreement is attached to this Resolution as Exhibit "A;" and

NOW, THEREFORE, BE IT RESOLVED that the terms and conditions of the Cooperative Fire Protection Agreement are hereby adopted and approved; and

BE IT FURTHER RESOLVED that the Cooperative Fire Protection Agreement shall be spread at large upon the minutes or attached in full thereto as an exhibit, and that a copy of this Resolution shall be sent to the Department of Interior, Bureau of Land Management Carson City District Office, Carson City, Nevada.

Upon motion by Supervisor _____, seconded by
Supervisor _____, the foregoing Resolution was passed and
adopted this 7th day of August, 2008 by the following vote.

VOTE: AYES:

NAYS:

ABSENT:

ABTAIN:

Marv Teixeira, Mayor
Carson City, Nevada

ATTEST

Alan Glover, Clerk
Carson City, Nevada

COOPERATIVE FIRE PROTECTION AGREEMENT
Between
UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
CARSON CITY DISTRICT OFFICE
CARSON CITY, NEVADA
Agreement Number:
NV-FAA-0801101

And

CARSON CITY ON BEHALF OF THE
CARSON CITY FIRE DEPARTMENT
CARSON CITY, NEVADA

This Cooperative Fire Protection Agreement is made and entered into by and between the following entities, who may be referred to herein jointly as the Agencies to this Agreement: (1) The United States Department of Interior, Bureau of Land Management, Carson City District Office, collectively referred to as Federal Agency and (2) Carson City on behalf of the Carson City Fire Department, hereinafter referred to as the Department.

Words and phrases used herein may have different meanings or interpretation for different readers. To establish a "common" understanding, words and phrases as used herein are defined in the Glossary of Wildland Fire Terminology found on the "Publications" page of the National Wildfire Coordinating Group web-page (www.NWCG.gov, or by direct link at <http://www.nwcg.gov/pms/pubs/glossary/index.htm>) as (Exhibit A) of this agreement.

Supplements to this Agreement, AOP's, Project and Financial Plans and Cost Share Agreements will further describe working relationships, financial arrangements, and joint activities not otherwise specified under the terms of this Agreement.

I. PURPOSE:

A coordinated wildland fire suppression program can avoid unnecessary duplication of suppression resources and is the most cost-effective operational

approach to providing protection services. A coordinated approach to fire protection can provide for an equitable and beneficial exchange of fire protection services between all agencies. A distinct advantage will accrue to all agencies hereto and to the agencies receiving fire suppression services through cooperation and coordination of their respective fire programs. However, it is understood that management control of individual agency functions must be retained. This Agreement sets forth the general guidelines to be utilized by the staff of the respective agencies to annually negotiate an "Annual Operating Plan."

II. STATEMENT OF MUTUAL BENEFITS:

The Bureau of Land Management and Carson City Fire Department have the responsibilities for prevention, suppression, and detection of fires on lands administered by each agency, on private lands, and other lands for which both agencies have assumed fire management responsibilities through authorized Agreements.

As agencies maintain resources to protect areas each agency is responsible for, it is mutually advantageous and in the public's interest for the agencies to concur to this Agreement. Agencies shall coordinate and assist in each other's effort in prevention, suppression, and the detection of wildland fires in and adjacent to their areas of responsibility.

This Agreement is also limited to wildland fire management and does not include non-wildland fire management or medical aid responses. However, this Agreement does not preclude agencies from supporting one another in emergency situations as provided by their respective policies, procedures, or other Agreements. In the event of a Presidential Disaster Declaration the agencies may assist one another under the provisions of this Agreement as long as the requested resources are available and all other provisions are met.

III. AUTHORITY:

All agencies hereto have fire protection responsibilities for lands under their respective jurisdictions.

Specifically, Carson City Fire Department provides for wildland and structure protection on their administered lands within the State of Nevada.

The BLM has wildland fire suppression responsibility on lands administered by the BLM within the State of Nevada and the State of California. The BLM has the responsibility through various Agreements with the military for wildland fire protection on military lands. The BLM has the authority to enter into Agreements with state and local agencies for the protection of such lands. Authority is derived from:

- The Federal Land Policy and Management Act of 1976 (43 U.S.C. 1748 et seq.), the Protection Act of 1922 (42 Stat. 857; U.S.C. 594).
- The Reciprocal Fire Protection Agreement Act of 1955 (42 U.S.C. 1856 et seq.).
- Department of the Interior and Related Agencies Appropriations Act of 1999, as included in Public Law 105-277, section 101(e).
- The Department of the Interior DM 620, and the Bureau of Land Management Manual 1203 and amendments thereto.
- The Stafford Act, Public Law 93-288 as amended (42 U.S.C. 5121 et seq.).
- The Granger-Thye Act of 1950 (16 U.S.C. 572).
- The Cooperative Funds and Deposits Act of 1975 (16 U.S.C. 565a 1-3).

IV. MUTUAL AID:

The BLM agrees:

1. That upon discovery or report of a fire, or through a dispatch request, the BLM will respond with firefighting resources to any wildland fire within the Carson City Fire Department jurisdiction that is perceived to threaten lands under federal jurisdiction (see attached map – Exhibit B). A response outside the BLM boundary without the request of the CCFD will be considered voluntary mutual assistance and is non-reimbursable unless otherwise agreed to in a cost-share Agreement. Wildland fire suppression within the BLM jurisdiction is the responsibility of the BLM. Fire protection services are limited to those related to wildland fire suppression as opposed to structural fire suppression or protection. The BLM is not responsible for fighting structure fires, but may assist in providing structure

protection, as trained and capable, when wildland fires threaten to engulf structures. Carson City Fire Department is responsible for structure fire suppression, structure protection and related costs.

2. Mutual aid, for the purposes of this Agreement is the initial attack action taken, either voluntarily, upon request of the Carson City Fire Department, or on a preplanned basis by the participating agencies. The participating agencies will provide fire suppression equipment and mutual-aid assistance within their own protection guidelines, safety limitations, and availability of resources, without unnecessary depletion of resources.
3. To provide mutual-aid assistance to the Carson City Fire Department for a period of 24 hours. The 24-hour period shall begin from the time of initial dispatch. The BLM will bill only for the resources that are on the incident past 24 hours including travel time from release of the incident and any equipment rehabilitation which will be limited to 2 (two) hours maximum. The rates will be posted and updated in the Annual Operating Plan. In the event the incident requires an extensive commitment of resources beyond preplanned basis, and/or involves multiple jurisdictions or goes into extended attack in the first burning period or is longer than 24 hours, then the cost of all resources on the incident will be covered in a Cost Share Agreement (Exhibit C) and cost of those resources will be billed retroactive from the time of dispatch. Mutual aid fire suppression assistance is normally supplied by the existing initial attack forces of the agencies, therefore, it is agreed that such forces are to be released and returned to their respective stations at the earliest practical opportunity. Aircraft and Handcrews are excluded from mutual aid and will be considered as assistance by hire.

The Carson City Fire Department agrees:

1. That upon discovery or report of a fire, or through a dispatch request, Carson City Fire Department will respond with firefighting resources to any wildland fire within the federal jurisdiction that is perceived to threaten lands under Carson City Fire Department jurisdiction (see attached map – Exhibit B). A response outside of the Carson City Fire Department boundary without the request of the BLM will be considered voluntary mutual assistance and is non-reimbursable unless otherwise agreed to in a cost-share Agreement. Structure protection within Carson City Fire Department Fire Department jurisdiction is the responsibility of Carson

City Fire Department.

2. Mutual aid, for the purposes of this Agreement is the initial attack action taken, either voluntarily, upon request of the BLM, or on a preplanned basis by the participating agencies the participating agencies will provide fire suppression equipment and mutual-aid assistance within their own protection guidelines, safety limitations, and availability of resources, without unnecessary depletion of resources.
3. To provide mutual-aid assistance to the BLM for a period of 24 hours. The 24-hour period shall begin from the time of initial dispatch. The Carson City Fire Department will bill only for the resources that are on the incident past 24 hours including travel time from release of the incident and any equipment rehabilitation which will be limited to 2 (two) hours maximum. The rates will be posted and updated in the Annual Operating Plan. In the event the incident requires an extensive commitment of resources beyond preplanned basis, and/or involves multiple jurisdictions or goes into extended attack in the first burning period or is longer than 24 hours, then the cost of all resources on the incident will be covered in a Cost Share Agreement (Exhibit C) and cost of those resources will be billed retroactive from the time of dispatch. Mutual aid fire suppression assistance is normally supplied by the existing initial attack forces of the agencies, therefore, it is agreed that such forces are to be released and returned to their respective stations at the earliest practical opportunity. Aircraft and Handcrews are excluded from mutual aid and will be considered as assistance by hire.

V. INTERAGENCY COOPERATION:

1. A fire burning on, or adjacent to, a jurisdictional boundary will be the initial attack responsibility of the protecting agencies on either side of the boundary. The Initial Attack Incident Commander in consultation with the involved agency representative shall mutually agree upon fire suppression objectives, strategy, and the commitment and funding of agency suppression resources. Incident objectives will reflect the priorities of; human life/firefighter safety, protection of property and natural resource values. Unless it is determined that the fire will remain confined to the sole jurisdiction of one agency, a unified command organization will be implemented. When a fire burns on both sides of a protection boundary, a cost share Agreement will be prepared.

2. When a fire that is burning solely on one jurisdictional agency's land and is deemed to be threatening another jurisdictional agency's lands, the Agencies to this Agreement may elect to absorb the cost of their resources used to protect their jurisdictional lands. The determination of when the fire becomes a threat will be made by the jurisdictional agency's chief officer on scene of that incident and the justification of the determination will be documented in the Cost Share Agreement (Exhibit C).
3. The guiding principles for the dispatch of initial attack suppression resources is to use the closest available resources regardless of which agency they belong to, and regardless of which agency has the protection responsibility.
4. The Agencies to this Agreement will operate under the concepts of the National Interagency Incident Management System (NIIMS) and its Incident Command System (ICS), as appropriate for providing qualified resources and for management of incidents encompassed under the terms of this Agreement. During initial attack, all Agencies will accept each other's training and qualifications, and equipment standards. Once jurisdiction is clearly established, the standards of the Agency with jurisdiction will be applied.
5. On multiple jurisdiction fires, each agency may provide an incident commander and operate under the concept of unified command. All Agencies to this Agreement agree to utilize a single ordering point (dispatch center) for boundary and multiple jurisdictional fires.
6. All Agencies to this Agreement agree that multiple jurisdictional fires which are in a unified command structure, a Complexity Analysis (Exhibit D) will be completed to determine the level of the incident management structure. The Complexity Analysis can also be found in the Incident Response Pocket Guide (IPRG) PMS 461, published by the National Wildfire Coordinating Group (NWCG). This Complexity Analysis should be completed periodically during the incident to ensure proper incident management structure is in place.

VI. ASSISTANCE-BY-HIRE:

1. Agencies to this Agreement will provide current assistance-by-hire rate schedules and updates when rates change. The rates will be posted and updated in the Annual Operating Plan.
2. Assistance-by-hire upon a full reimbursement basis will be extended to the agencies, with the exception of mutual aid assistance as provided in Section IV, paragraph 3. The request to hire fire protection assistance must be clear and precise, and shall be processed and recorded through the dispatch system of both agencies. Except for mutual aid, all requests for fire suppression assistance shall be assistance-by-hire. Agencies' personnel, equipment, and/or supplies provided to another agency, but not specifically ordered by that agency, shall be considered a voluntary contribution.
3. The Carson City Fire Department will provide mutual aid and ground initial attack resources on a year-round basis to fires occurring on federal jurisdiction, acknowledging that the federal agencies response will be delayed due to lack of resources during the time period from fall to spring this period of time will be addressed in the Annual Operating Plan.
4. Aircraft and Hand-crews will be assistance by hire for all incidents except on multi jurisdictional incidents where the cost of these resources can be shared according to the cost share Agreement.

VII. FIRE TRESPASS:

1. Fire Trespass is defined as the occurrence of unauthorized wildland fire ignited by human activity for which there is evidence of negligence or intent. The federal regulations provide that any injury to resources on the public lands is an act of trespass for which the trespasser will be liable for damages and subject to prosecution. 43 C.F.R. § 9239.0-7; see also 43 C.F.R. § 9212.1 ("Causing" a fire, other than one specifically excepted by regulation, on public lands is a "prohibited act."). Federal law allows the Bureau of Land Management (BLM) to recover costs it incurred either in suppressing a negligently human-caused wildland fire or in rehabilitating public lands damaged as a result of that fire. National BLM policy requires that BLM pursue cost recovery in all fire trespass matters.
2. In responding to and suppressing a wildland fire, the agency that has the land management jurisdiction/administration role (i.e., the agency that administers the lands where the fire ignited) is considered the "lead

agency.” Other agencies, including the BLM, which provide fire protection or perform other fire-related services, are considered “cooperating agencies.” The lead agency is responsible for determining the fire origin and cause of ignition and the suspected person who or entity that negligently or intentionally ignited the fire. Where the cooperating agency is BLM, appropriate BLM law enforcement and/or fire investigation personnel will assist the lead agency in making those assessments. Consequently, at the outset of the investigation, the lead agency must invite federal law enforcement personnel or other appropriate fire investigation personnel to work jointly with the lead agency to determine the fire cause and origin and determine whether the fire was human- and negligently caused. Should the lead agency choose not to investigate, and/or the fire originates on private lands, the lead agency must invite federal law enforcement officers to co-investigate the fire.

3. For all fire trespass matters, cooperating agencies will provide cost figures and cost documentation to the lead agency. Such costs include fire suppression, natural resource damages, emergency stabilization, and rehabilitation. Cooperating agencies will provide an estimate of these costs to the lead agency within 60 days of the fire being declared out. As final costs are determined, this information also will be provided to the lead agency.

VIII. FIRE TRAINING:

1. For training and qualifications, The BLM and Carson City Fire Department will adhere to the National Wildfire Coordinating Group (NWCG) PMS-310-1 Wildland Fire Qualifications System Guide.
2. The BLM will inform Carson City Fire Department of the required training and qualifications for Carson City Fire Department personnel. The BLM shall inform Carson City Fire Department of any changes to the PMS 310-1 training and qualification requirements.
3. Carson City Fire Department and the BLM may conduct joint wildland fire and other related training; the agencies will cooperate to make maximum use of existing personnel, equipment and facilities for joint training purposes.

IX. FACILITIES:

1. It is mutually beneficial that all participating agencies will, when appropriate, make available their facilities for use. Any cost incurred for the utilization of the facility will be negotiated between the agencies.

X. FUELS MANAGEMENT, PREVENTION, EDUCATION, AND MITIGATION:

1. The Agencies to this Agreement agree to coordinate across jurisdictions to establish priorities, cooperate on activities, and increase public awareness by participating in joint fire prevention, educational, and mitigation events.
2. The Agencies to this Agreement may provide assistance to one another as requested and agreed to for the purposes of performing fuels management work. Conditions of the assistance and details related to reimbursement will be agreed to and documented in a different instrument.

XI. REGULATIONS AND REQUIREMENTS:

1. Carson City Fire Department will abide by and implement the BLM's land management fire suppression guidelines and restrictions for suppression action taken in special management areas, as determined in the BLM fire management planning process.
2. The Agencies to this Agreement will ensure that all firefighting personnel staffing their equipment are eighteen (18) years of age or older.
3. The Agencies to this Agreement will ensure that all firefighters are properly trained and qualified, and provided and outfitted with personal protective clothing and safety equipment which meet all requirements of the National Fire Protection Agency and the National Wildfire Coordinating Group.
4. The BLM will provide Carson City Fire Department with federal land management fire suppression guidelines, and provide updated information in a timely manner to Carson City Fire Department as the guidelines change.
5. The BLM will provide resource advisors as needed to fires on federal jurisdiction to ensure appropriate suppression guidelines are followed.

Carson City Fire Department will abide by and implement these guidelines during any suppression actions.

XII. COST SHARE:

1. On multi-jurisdictional or multiple operational period incidents, which threaten or burn across direct protection boundaries, or fires that exceed the Mutual Aid period, or short duration incidents, which requires a significant commitment of suppression resources, the parties will jointly develop a written Cost Share Agreement (Exhibit C). Each agency will provide resources as appropriate and available, and the rationale for sharing costs will be documented in a formal Agreement based upon jurisdictional responsibilities or other pertinent factors.
2. A Cost Share Agreement will be developed on the basis of one of the following four criteria:
 - A. Initial Attack Agreement. During initial attack, resources are dispatched per preseason Agreements or an established operating plan, to a multi-jurisdictional fire. If the incident is controlled with initial attack resources, agency administrators or delegated agency employee may agree to cost share some or all resource costs (e.g., dozers, handcrews, or aircraft working on both areas of responsibility) regardless of which agency dispatched the resources.
 - B. You Order, You Pay (YOYP). Under YOYP, each agency is fiscally responsible for the resources they order, regardless of where they are used on the incident. YOYP procedures are as follows:
 - 1 A unified ordering point is required and agencies agree to who will order which resources.
 - 2 On-incident support costs may be split by the percentage of agency requested resources.
 - 3 Off-incident support costs are paid for by the ordering unit.
 - C. Acres Burned. A cost sharing method where costs are shared based on the acreage percentage of the fire within an agency's protection area. This method is used when agencies' responsibilities,

objectives, and suppression costs are similar.

D. Cost Apportionment. The cost apportionment process is a more complex system for identifying agency cost share where incident agencies agree to share costs. It is also used to share final incident costs based upon the usage of resources per operational period.

3. After-action fiscal review will be conducted within 90 days of fire being declared out.

XIII. BILLING PROCEDURES:

1. Federal Agency: Federal Agency will submit bills to the Department whenever the Department is the Protecting Agency and billing is appropriate.
2. The Department: Carson City Fire Department will submit bills to the Federal Agency whenever the Federal Agency is the Protecting Agency and billing is appropriate.
3. Billing Estimates/Timeframes: On fires where costs are incurred pursuant to the terms of this Agreement, the Billing Agency shall submit a bill or estimate for reimbursement as soon as possible, but no later than 180 days after the fire is declared out. If the total cost is not known at the time of initial billing, a partial bill or estimated bill, so identified, may be submitted.
4. Billing deadlines set forth herein are intended to encourage prompt billing. Failure to meet these timeframes shall not be construed as a release or waiver of claims for reimbursement against the other party.
5. Should additional costs be identified after a "final" billing has been issued, a supplemental bill may be issued if agreeable to applicable parties.
6. Billing Content: A separate bill will be submitted for each fire. Bills will be identified by fire name, location, jurisdictional unit, and appropriate order number, and will be supported by adequate documentation and broken down by categories (direct, support, air, and retardant). Billings for fire suppression assistance will not include administrative overhead or other costs not supported by a resource order. Documentation in support of

the billing will include:

- ❖ Narrative cover letter.
- ❖ Cooperator name, address, phone number, and agency financial contact.
- ❖ Agreement number.
- ❖ Incident name and number.
- ❖ Dates of the incident covered by the billing.
- ❖ Location and jurisdictional unit.
- ❖ Appropriate incident number.
- ❖ Summary cost data for the amount being billed. Use incident cost information or standard generated costs reports generated by the Agency to support the billing whenever possible.
- ❖ Copies of Resource Orders and other supporting documentation.
- ❖ Copies of applicable Cost Share Agreements.

8. Billing Addresses:

All bills for services provided to the Department will be mailed to the following address for payment:

Carson City Fire Department
Fire Chief
777 South Stewart Street
Carson City, NV 89701
Attn: Finance Division

All bills for services provided to the Bureau of Land Management will be mailed to the following address for payment:

United States Department of the Interior
Bureau of Land Management
Fire & Aviation
Carson City Field Office
Attention: Fire Management Officer
5665 Morgan Mill Road
Carson City, NV 89701

XIV. MUTUAL UNDERSTANDING:

1. Either agency may, upon its own initiative and after prompt, proper notification, take immediate action to attack a wildland fire within Carson City Fire Department or the BLM jurisdiction. None of the Agencies to this Agreement shall perform any fire suppression action which is contrary to the limitations found within this Agreement, and any reimbursement shall be pursuant to this Agreement.
2. The first qualified agency fire officer on-scene shall assume command responsibility, relinquishing responsibility to a qualified jurisdictional Incident Commander upon their arrival.
3. Agencies to this Agreement agree to take no suppression or support action which would constitute a reimbursable billing action per this Agreement, unless authorized by a Chief Officer of the jurisdictional agency. If it is determined that the fire is confined to the sole jurisdiction of either party, then the jurisdictional agency will designate an Incident Commander.
4. Responses to BLM fires by Carson City Fire Department resources will be documented on the BLM Field Fire Report form (Exhibit E), and submitted to the BLM within five (5) working days. The BLM shall provide to Carson City Fire Department the Field Fire Report Forms.
5. The BLM is not responsible for fighting structure fires, but may assist in providing structure protection, as trained and capable, when wildland fires threaten to engulf structures. The Carson City Fire Department is responsible for structure fire suppression and related costs.
6. Each agency will provide a yearly update of Fire Officers, station locations, resources, radio call-numbers/frequencies, and authorize frequency use in the Annual Operating Plan.
7. Prior to April of each year, the BLM with the Carson City Fire Department designees shall review the Annual Operating Plan as an addendum to this Agreement.
 - A. This Annual Operating Plan shall:

- 1) Clearly identify and define, as appropriate, the operational aspects and field relationships contemplated by this Cooperative Agreement.
- 2) Describe the cost share process and requirements.
- 3) Contain any needed Definitions
- 4) Not conflict with the terms in this Cooperative Agreement.
- 5) Be signed by the BLM Carson City District Managers, the BLM Carson City Fire Management Officers, and the Nevada BLM State Office Contracting Officer.

XV. WAIVER OF CLAIMS:

1. The BLM and the Carson City Fire Department hereby expressly waive all claims against each other for compensation for any loss, damage, personal injury, or death occurring as a result of performing such Agreements (42 U.S.C. 1856 [a]-[d]). This waiver shall not apply to intentional torts or acts of violence against such persons or property.

When operating under Assistance-by-hire and Mutual Aid actions, all agencies have the responsibility to provide Workman's Compensation, liability, and automotive insurance. Carson City Fire Department personnel specifically compensated under a city, state or county pay formula, or assistance-by-hire under State of Nevada authority, shall remain the legal and statutory responsibility of that Carson City Fire Department entity under applicable compensation procedures.

Agencies to this Agreement agree to operate in a safe efficient manner and within the statutory limits applicable to each party. Carson City Fire Department and the BLM shall be responsible for their own fire equipment and the operational use thereof.

XVI. MISCELLANEOUS CONDITIONS:

All notices, demands, and correspondence required or provided for under this Agreement shall be in writing and delivered in person or mailed by

certified mail, postage prepaid, return receipt requested. Notices given to either party shall be addressed as follows:

United States Department of the Interior
Bureau of Land Management
Fire & Aviation
Carson City District Office
Attention: Fire Management Officer
5665 Morgan Mill Road
Carson City, NV 89701

Carson City Fire Department
Attention: Fire Chief
777 South Stewart Street
Carson City, NV 89701

Any Agency to this Agreement may change its address by giving notice in writing to the other party, and thereafter, notices, demands, and other correspondence shall be addressed and transmitted to the new address. Notices given in the manner described shall be deemed delivered on the day of personal delivery or the date delivery of mail is first attempted.

This Agreement shall be effective upon execution by the signing agencies and shall continue in effect for five years or until terminated by mutual Agreement with 30 days written notice. If any agency determines to withdraw from this Agreement, withdrawal will be effective on service of written notice to all agencies.

Patrick Gubbins

Date 7/18/08

PATRICK GUBBINS
District Manager
Carson City District Office
Bureau of Land Management

Kenneth M. Smihula

Date 7/17/2008

KENNETH M. SMIHULA
Fire Management Officer
Carson City District Office
Bureau of Land Management

Kenda C Tucker

Date 7/17/2008

KENDA TUCKER
Chief of Contracting
Nevada State Office
Bureau of Land Management

_____ Date _____

MARV TEXIERA
Mayor
Carson City, Nevada

Rent S. Home

Date 7-29-08

STACEY GIOMI
Fire Chief
Carson City Fire Department
Carson City, Nevada

Attest to:

_____ Date _____

City Clerk

Approved as to form:

Date _____

Carson City District Attorney's Office

EXHIBIT A

Glossary of Wildland Fire Terminology

Available at the following website:

www.nwccg.gov/pms/pubs/glossary/index.htm

EXHIBIT B

Jurisdictional Boundary Maps

R18 E

R19 E

R20 E

R21 E

California

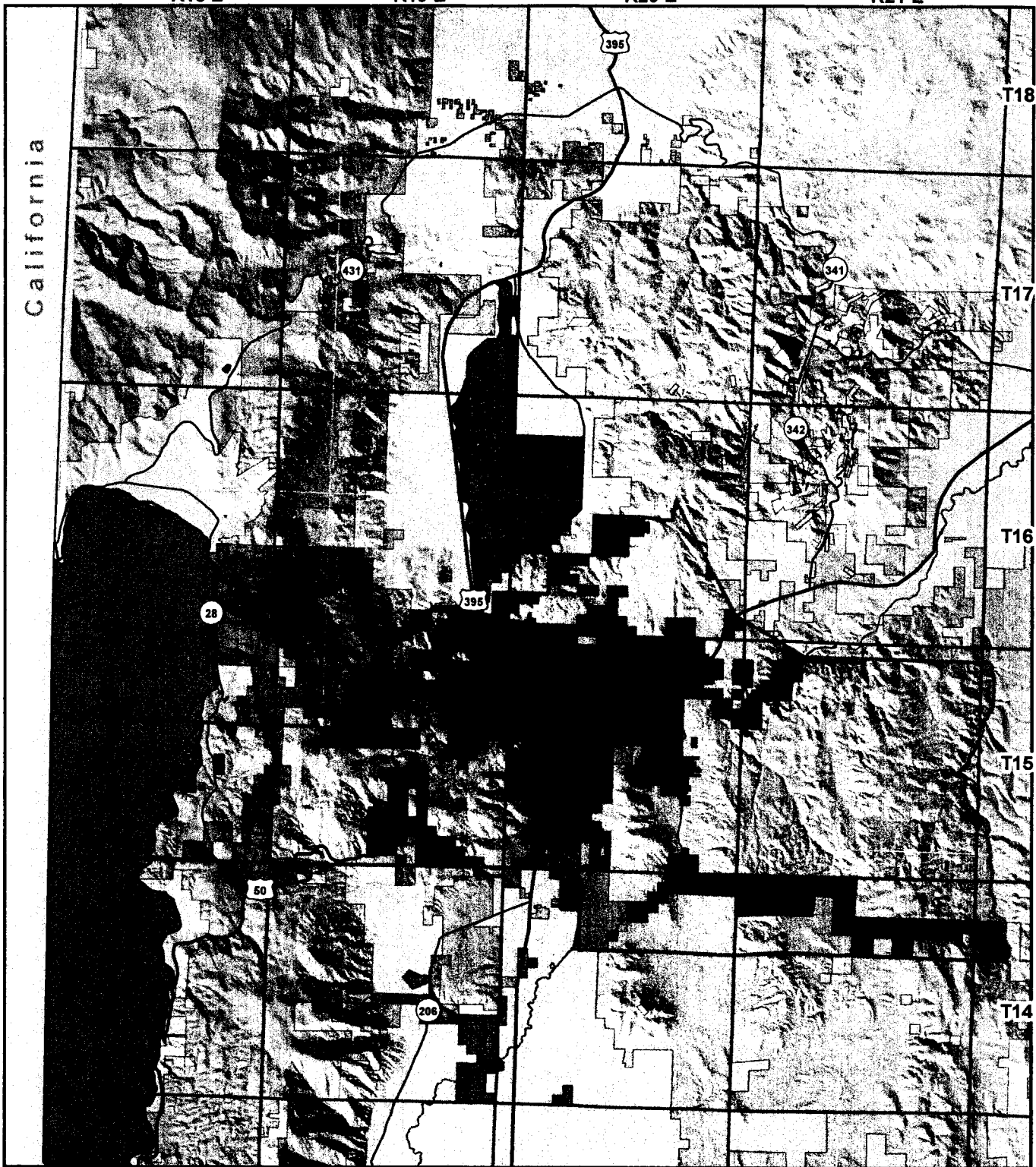
T18 N

T17 N

T16 N

T15 N

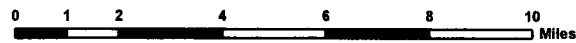
T14 N



CC Border
 Highway
Landowner
 Private Land with CC Border
 BLM
 FS
 Other
 WTR
 PK
 ST



**BLM Carson City District & Carson City Fire Dept.
Cooperation Protection Agreement**



No warranty is made by the Bureau of Land Management as to the accuracy, reliability or completeness of these data for individual use or aggregate use with other data.

United States Department of the Interior, Bureau of Land Management, Carson City Field Office

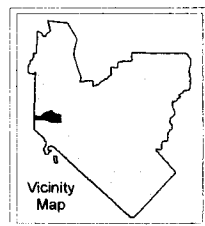


EXHIBIT C

Cost Share Template

88 - Exhibit 03

SAMPLE COST SHARE AGREEMENT

COST SHARE AGREEMENT
USDA FOREST SERVICE
And
STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION

The following is the cost share agreement between the above named agencies as it was negotiated for the following incident:

INCIDENT NAME: Berry Fire

INCIDENT NUMBER BY AGENCY: CAL FIRE - CA-RRU-055439
USFS - P5A7MP

INCIDENT START DATE AND TIME: July 11, 2007 at 1502 hours

JURISDICTIONS: USFS - San Bernardino National Forest
California Department of Forestry and
Fire Protection - CAL FIRE

COOPERATIVE FIRE PROTECTION NUMBERS:

INCIDENT CAUSE: Under investigation

COMMAND STRUCTURE: Unified command
Start Date Time: July 11, 2007 at 1800
End date/time: July 16, 2007 at 1800

COST-SHARE PERIOD: July 7, 2007 - July 16, 2007

INCIDENT COMMANDER: HECTOR MONTANO, CAL FIRE
INCIDENT COMMANDER: MICHAELA MELTOR, USFS

AGENCY REPRESENTATIVE: CAL FIRE - HECTOR MONTANO

UNIFIED ORDERING POINT: Perris Emergency Command Center

88 - Exhibit 03 - Continued

SAMPLE COST SHARE AGREEMENT

Agency Representatives participating in development of this cost share agreement:

Rick Money, USFS
Jake Zimmer, USFS

Todd Shymanski, CAL FIRE
Maryanna Cycle, BLM

This cost share agreement between USDA, Forest Service (USFS), and State of California Department of Forestry and Fire Protection (CAL FIRE) was prepared under the following guidelines:

1. In accordance with the Cooperative Fire Protection Agreement between the USDA, Forest Service, USDI, Bureau of Land Management, USDI National Park Service and the California Department of Forestry and Fire Protection.
2. All costs originating from orders placed by and for the incident that can be reasonably obtained and estimated for the cost share period will be included in this agreement and will be shared on the basis of the Incident Commander's (IC)/Agency Administrator's (AA) mutual agreement.
3. Costs for nonexpendable property purchases by each agency will be charged directly to that agency and will not be shared.
4. Costs incurred by cooperators not engaged in joint fire suppression activities will not be included as a part of this cost share agreement.
5. Agency specific costs will not be shared.
6. Responsibility for tort claim costs or compensation for injury costs will not be a part of this agreement. Responsibility for these costs will be determined outside of this agreement.
7. Non-suppression rehabilitation costs are the responsibility of the jurisdictional agency and will not be shared.
8. Daily cost sharing will be documented and approved by the IC's/ARs for cost apportionment.

88 – Exhibit 03 – Continued

SAMPLE COST SHARE AGREEMENT

9. Sharing of final actual costs between the agencies will be based on a summary of daily estimated incident suppression costs and each agency's proportionate share thereof as agreed to by the jurisdictional representatives.
10. Shared costs will be based on the IC's/AA's mutual judgment and agreement as to threat, incident objectives, and resources assigned for each agency's area of responsibility.
11. Aircraft and retardant costs will be shared on an actual use basis as determined by the IC's/AA's and will be calculated as a separate cost.
12. An administrative charge, the pre-established percentage set by each agency, will be applied by the agency issuing the settlement billing for the net amount owed.
13. Within 10 months, the parties to this agreement will meet to determine the total costs of each agency. The agency whose total actual costs exceed their proportional share of the overall incident final costs as determined within this agreement will bill the other agency. The billing, when paid, will result in each agency sharing overall incident costs as herein agreed.
14. All costs relating to the Mountain Structure Branch formed at the request of the Riverside County Fire Department will be paid by the requesting agency and not included in the cost pool.
15. MAFFS will be paid by the USFS and not included in the cost pool.
16. The following agencies will be responsible for collecting actual cost expenditure data that will make up the cost pool of shareable costs.

| COST SOURCES | RESPONSIBLE AGENCY |
|----------------|----------------------------------|
| Federal Agency | USFS – San Bernardino NF |
| State Agency | CAL FIRE – Riverside Ranger Unit |

In accordance with the attached documentation, it is hereby agreed that cost sharing on this incident will be:

88 - Exhibit 03 - Continued

SAMPLE COST SHARE AGREEMENT

| AGENCY | GROUND RESOURCES | AIRCRAFT/RETARDANT |
|--------|---------------------|--------------------|
| USFS | <u>54.72%</u> | <u>90.61%</u> |
| CDF | <u>45.28%</u> | <u>9.39%</u> |
| Total | 100% | 100% |

This agreement and the apportionment are our best judgments of agency cost responsibilities.

MICHAELA MELTOR
USDA, Forest Service

HECTOR MONTANO
State of California, Department of
Forestry and Fire Protection

Signature, Agency Representative

Signature, Agency Representative

Mailing Address:
USDA, Forest Service
Cajon Ranger District
1209 Lytle Creek Road
Lytle Creek, CA 92358

Telephone: (000) 999-1234

Mailing Address:
CAL FIRE
County Administrative Center
82-657 Highway 111
2nd Floor, Suite 210
Indo, CA 92201

Telephone: (000) 999-4321

Date of this finalized agreement: 7/16/2007

Contacts are:

Rick Money
USDA, Forest Service
19777 Greenley Road
Sonora, CA 95370
(209) 532-3671 x425

Jake Zimmer
USDA, Forest Service
24356 Noble Street
Corona, CA 92883
(951) 277-4683

88 – Exhibit 03 – Continued

SAMPLE COST SHARE AGREEMENT

Maryanna Cycle
USDI BLM
2800 Cottage Way, Rm W-1834
Sacramento, CA 95825
(911) 999-2222

Tina Shister
CAL FIRE
210 West San Jacinto Ave.
Perris, CA 92570
(911) 333-1111

Attachments will follow, if applicable.

EXHIBIT D

NWCG Complexity Analysis

| INCIDENT COMPLEXITY ANALYSIS (TYPE 3,4,5) | Yes | No |
|---|-----|----|
| Fire Behavior | | |
| Fuels extremely dry and susceptible to long-range spotting or you are currently experiencing extreme fire behavior. | | |
| Weather forecast indicating no significant relief or worsening conditions. | | |
| Current or predicted fire behavior dictates indirect control strategy with large amounts of fuel within planned perimeter. | | |
| Firefighter Performance | | |
| Performance of firefighting resources affected by cumulative fatigue. | | |
| Overhead overextended mentally and/or physically. | | |
| Communication ineffective with tactical resources or dispatch. | | |
| Organization | | |
| Operations are at the limit of span of control. | | |
| Incident action plans, briefings, etc. missing or poorly prepared. | | |
| Variety of specialized operations, support personnel or equipment. | | |
| Unable to properly staff air operations. | | |
| Limited local resources available for initial attack. | | |
| Heavy commitment of local resources to logistical support. | | |
| Existing forces worked 24 hours without success. | | |
| Resources unfamiliar with local conditions and tactics. | | |
| Special Concerns | | |
| Urban interface; structures, developments, recreational facilities, or potential for evacuation. | | |
| Fire burning or threatening more than one jurisdiction and potential for unified command with different or conflicting management objectives. | | |
| Unique natural resources, special-designation areas, critical municipal watershed, T&E species habitat, cultural value sites. | | |
| Sensitive political concerns, media involvement, or controversial fire policy. | | |

If you have checked "Yes" on 3 or more of the analysis boxes—consider next level of incident management support

EXHIBIT E

BLM Field Fire Report

FINAL FIRE INFORMATION

FIRE REPORT

CAUSE (Circle the number):

- 1) Lightning
- 2) Camp Fire
- 3) Smoking
- 4) Debris Burning
- 5) Arson
- 6) Equipment Use
- 7) Railroads
- 8) Children
- 9) Other

FLAME LENGTH (Average Flame Length at Head of Fire): _____ feet

GRASS TYPE:

Annual Perennial

- Engines (Type _____) Handcrawls (Type _____) Helicopters (Type _____)
- Engines (Type _____) Handcrawls (Type _____) Helicopters (Type _____)
- Engines (Type _____) Retardant (Loads) _____ Dozers (Type _____)
- Water tenders _____ Misc Aircraft (Type _____) Other _____

TOPOGRAPHY (Point of Origin):

- 1) Ridgtop
- 2) Saddle
- 3) Upper 1/3 of slope
- 4) Middle 1/3 of slope
- 5) Lower 1/3 of slope
- 6) Canyon bottom
- 7) Valley Bottom
- 8) Mesa/Plateau
- 9) Flat or rolling

ASPECT (Point of Origin):

- 0) Flat
- 1) North
- 2) NE
- 3) East
- 4) SE
- 5) South
- 6) SW
- 7) West
- 8) NW
- 9) Ridgtop

SLOPE (Point of Origin):

- 1) 0 - 25%
- 2) 26 - 40%
- 3) 41 - 55%
- 4) 56 - 75%
- 5) 76 + %

FUEL MODEL (Circle the number):

- 1) Short Grass (1 ft)
- 2) Timber w/ Grass Understory
- 3) Tall Grass (2 1/2 ft)
- 4) Chaparral (6 ft) (Oakbrush)
- 5) Brush (2 ft)
- 6) Dormant Brush, Hardwood Slash (P, J)
- 7) Southern Rough
- 8) Closed Timber Litter
- 9) Hardwood Litter (Aspen)
- 10) Timber (Litter & Understory)
- 11) Light Logging Slash
- 12) Medium Logging Slash

ELEVATION (Point of Origin):

- 0) 0 - 500'
- 1) 501 - 1500'
- 2) 1501 - 2500'
- 3) 2501 - 3500'
- 4) 3501 - 4500'
- 5) 4501 - 5500'
- 6) 5501 - 6500'
- 7) 6501 - 7500'
- 8) 7501 - 8500'
- 9) 8501 +

CONTAINMENT:

Date: _____ Time: _____ Acres: _____

CONTROL: Date: _____ Time: _____ Acres: _____

OUT: Date: _____ Time: _____ Final Acres: _____

OWNERSHIP AT ORIGIN: _____

ACRES BURNED BY OWNERSHIP:

- 1) BLM _____
- 2) BIA _____
- 3) NPS _____
- 4) FWS _____
- 5) USFS _____
- 6) Private _____
- 7) State _____
- 8) Other _____

Wildland Urban Interface (WUI) _____ Non-Wildland Urban Interface (Non-WUI) _____

Structures Burned or Destroyed _____

SAFETY CHECKLIST

Has Fire been thoroughly scouted and lookouts posted (if necessary)? Yes No

Are communications with dispatch and firefighting personnel adequate? Yes No

Have escape routes been identified and understood by all firefighters? Yes No

Have safety zones been identified and understood by all firefighters? Yes No

INITIAL ATTACK FIRE SIZE-UP

INITIAL FIRE SIZE-UP

Report Size-Up Information Immediately

Fire Name: _____ Incident Commander: _____

Descriptive Location: _____

Latitude: Deg. _____ Min. _____ Sec. _____ Longitude: Deg. _____ Min. _____ Sec. _____

Estimated Size: _____ Acres Active Perimeter: _____ %

Fire Investigator: No Yes, on order Name: _____

Any structures threatened? No Yes (specify kind and proximity): _____

Spread Potential: 1) Low 2) Moderate 3) High 4) Extreme

Character of Fire: 1) Smoldering 2) Creeping 3) Running 4) Spotting 5) Torching 6) Crowning 7) Crown/Spotting 8) Erratic

Slope at Head of Fire: 1) 0 - 25% 2) 26 - 40% 3) 41 - 55% 4) 56 - 75% 5) 76 + %

Position on Slope: 1) Ridgtop 2) Saddle 3) Upper 1/3 of slope 4) Middle 1/3 of slope 5) Lower 1/3 of slope 6) Canyon bottom 7) Valley Bottom 8) Mesa/Plateau 9) Flat or rolling

Fuel Type: 1) Grass 2) Grassbrush 3) Oakbrush 4) Pinon/Juniper 5) Lodgepole/pine 6) Spruce/fir 7) Aspen 8) Logging/Thinning Slash 9) Other (specify) _____

Windspeed: _____ mph (Eye Level)

Wind Direction: 1) Calm 2) North 3) NE 4) East 5) SE 6) South 7) SW 8) West 9) NW 10) Erratic

Are additional resources needed? No Yes (specify) _____

Estimated Containment Date/Time: _____ Estimated Control Date: _____

Protection Type (if known): _____

Fire Code: _____

Arrival Date & Time: _____

Does the fire constitute any control problems? No Yes (specify) _____

Hazards(S): _____

Ownership at Point of Origin: BLM BIA NPS FWS USFS Private State Other

Resources Responding (Show how many of each type):

Engines (Type _____) Handcrawls (Type _____) Helicopters (Type _____)

Engines (Type _____) Handcrawls (Type _____) Helicopters (Type _____)

Engines (Type _____) Retardant (Loads) _____ Dozers (Type _____)

Water tenders _____ Misc Aircraft (Type _____) Other _____

SPOT WEATHER INFORMATION

| LOCATION | ELEV | OBS TIME | WIND DIREC/SPD | DRY BULB | WET BULB | REL HUM | REMARKS |
|----------|------|----------|----------------|----------|----------|---------|---------|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

TACTICS:

FIRE REPORT (CONTINUED)

NARRATIVE: Give a brief description of the suppression efforts. Include Resources Committed by number and type. Document any major decisions/observations/problems. Attach a map if requested.

CONCERNS / PROBLEMS:

STRATEGY:

SIGNATURE OF INCIDENT COMMANDER: _____
 DATE: _____

AUTHORIZED BY: _____
 DATE: _____

5/07 NV-913 Color GREEN

| | |
|--------------------------|--------------------|
| <i>Dispatch Use Only</i> | |
| NEAREST RAWS: _____ | MSGC: _____ |
| BI: _____ | ERC: _____ |
| CONDITION CLASS: _____ | FIRE REGIME: _____ |

2008
ANNUAL OPERATING PLAN
FOR COOPERATIVE FIRE PROTECTION AGREEMENT
Between
BUREAU OF LAND MANAGEMENT
CARSON CITY DISTRICT OFFICE

And

CARSON CITY ON BEHALF OF THE
CARSON CITY FIRE DEPARTMENT
CARSON CITY, NEVADA

I. IDENTIFICATION OF ADMINISTRATIVE UNITS

This operating plan is made and entered into by and between:

1. United States Department of the Interior
Bureau of Land Management
Fire & Aviation
Carson City Field Office
Attention: Fire Management Officer
5665 Morgan Mill Road
Carson City, NV 89701

2. Carson City on Behalf of The
Carson City Fire Department
Attention: Fire Chief
777 South Stewart Street.
Carson City, NV 89701

II. AUTHORITY

This Annual Operating Plan (AOP) is required by the Cooperative Wildland Fire Management Agreement NV-FAA-0801101 (herein after called the Agreement) between the Bureau of Land Management, Carson City District Office and Carson City Fire Department. This plan shall be attached to and become an exhibit of the Agreement upon signature of all parties, and shall be reviewed annually not later than April 1.

III. PURPOSE

This operating plan provides the officers and employees of Agencies to this Agreement the guidelines and information necessary to properly execute the terms of the Agreement.

IV. DEFINITIONS AND DESCRIPTIONS

A. Direct Protection Area:

1. A protection boundary between each agency shall be established, approved and identified as an exhibit to the agreement and becomes part of the operating plan. Maps should be kept on files by each agency. Electronic maps will be provided at the annual operations meeting between the agencies participating in this plan for field use. Chief Officers from each agency will be familiar with DPA boundaries in their respective areas.
2. Carson City Fire Department is primarily responsible for suppression of structural fires, structure protection and wildland type fires occurring on any private, County, or City Land within the Boundaries of the Carson City Fire Department.
3. The BLM is primarily responsible for suppression of wildland fires on Federal lands within Carson City, District Office boundaries and as well as other lands identified as Direct Protection Area (DPA) Bureau of Indian Affairs, Bureau of Reclamation and lands under the California Master Cooperative Wildland Fire Management and Stafford Act Response Agreement.
4. The BLM will not assume responsibility for structure fire suppression and/or protection that are the legal jurisdiction of another entity (State, Tribal, and county, local, or property holder).

V. Mutual Aid

It is understood that the mission and intent of Agencies to this Agreement is to quickly suppress wildland fire regardless of jurisdiction and/or ownership. It is considered mutually beneficial to both Parties to jointly take action as necessary to achieve this mission and intent. For Mutual Aid the following conditions need to be considered:

1. All ground resources may be considered mutual aid for up to 24 hours.
2. All assistance beyond the 24 hours will be assistance by hire and will be billed retroactively for the full period from the time of initial dispatch based on the completed cost share agreement.
3. A cost share agreement will be developed, documented and signed. Mutual aid shall be provided within the limits of local resources.

4. Defined as resources within the local dispatch center's area of responsibility, however, neither party should be required to deplete its own fire protection resources, services and facilities to the detriment of its fire protection responsibilities.
5. For the purpose of this agreement, all Handcrews and Aircraft will be considered Assistance by Hire, unless described in a cost share agreement.

VI. OPERATING PROCEDURES

1. Ordering Process:

- A. Single ordering point process will be used when in unified command
- B. The ordering point will be the Dispatch Center that placed the initial dispatch and which is most likely to have jurisdiction. If it is later determined that this is not the appropriate ordering point a transition will occur at a designated date and time as agreed upon by the duty chiefs of the affected agencies.

2. Air Operations:

Wildland fire aviation includes a variety of aircraft and operations. Helicopters are used to drop water, transport crews, reconnaissance, infrared, and deliver resources to the fireline. Fixed-wing aircraft include smokejumper aircraft, air tactical platforms, Single Engine Airtankers (SEATs), large airtankers, and large transport aircraft. These aircraft play a critical role in supporting firefighters on the ground.

A. Pilot and Aircraft Approval:

All aircraft involved in wildland firefighting on Federal Lands will be carded and or approved by the Aviation Management Directorate (AMD) or United States Forest Service.

B. Boundary Issues:

When resources are being dispatched by more than one unit or agency to an incident along a common boundary, special care should be taken to ensure safe separation and communication. Airspace boundary plans should be developed in areas where this occurs. Boundary plans often focus on a 10 mile wide "neutral air" corridor for mutual or exchanged initial attack areas or zones. Agencies conducting flight activity within the boundary corridor implements notification procedures to adjoining agencies and cooperators. Examples of aviation operations include fire reconnaissance, fire suppression missions, special aviation projects, resource management flights, helicopter logging, etc.

C. Airspace De-confliction:

Airspace de-confliction is a term used to describe the process of reducing the risk of a near mid air collision or TFR intrusion by sharing information regarding flight activity with DoD military units, general aviation and other agency aviation programs. Airspace de-confliction will occur for both emergency and non-emergency aviation activities.

D. Temporary Flight Restrictions (TFR):

In order to enhance safety during an incident or project, the FAA may be requested to issue a Notification to Airmen (NOTAM) to pilots; these could be either a Temporary Flight Restriction (TFR) or a NOTAM (L) or NOTAM (D).

E. Fire Traffic Area (FTA):

1. The Incident Commander will monitor the assigned Air to Ground frequency assigned to the incident.
2. All aircraft will make initial radio contact no less than 12 nautical miles from the incident on assigned Air Tactical Frequency.

F. Clearance is required to enter Fire Traffic Area:

If no positive radio contact is made, aircraft must hold a minimum of 7 nautical miles from the incident.

3. Sharing of Facilities:

A. Administrative/Training:

Sharing of facilities for the purpose of training is beneficial for all Agencies to this Agreement; therefore there will be no charge for the use of agencies facilities for training.

B. Incidents:

Agencies to this agreement agree that the use of facilities will be free for the first twenty-four hours for incident support. After twenty four hours facilities will be rented to the other agency. Facilities such as fire stations and work centers are not designed to support the large numbers of personnel involved in incidents. Bases and camps need to be established if the incident is going beyond initial attack and/or a large number of personnel is required by the incident.

4. Sharing of Communication Systems and Frequencies:

Each agency that is a signatory to this operating plan is permitted to use the cooperator's frequencies during emergency activities or training to contact resources of the cooperator or in conjunction with the communications plan for the incident. The communications plan may be a formal document, as in the case of a command team deployment or it may be an informal verbal agreement made on the ground by the Incident Commander(s) and/or Agency Representative. Use of federal Frequencies between 162.000 and 174.000 is permitted in "Narrowband" mode only.

When a Multi Agency or a rapidly expanding incident occurs, the use of White Fire frequencies as tactical channels is mandatory to ensure common communications on the fire ground.

BLM frequencies per this Plan:

| <u>RX</u> | <u>TX</u> | <u>TONE</u> | <u>USE</u> |
|-----------|-----------|-------------|------------------------------|
| 169.775 | 169.775 | | CC BLM LOCAL |
| 169.775 | 169.025 | 173.8 | CC BLM FT SAGE REPEATER |
| 169.775 | 169.025 | 203.5 | CC BLM VIRGINIA REPEATER |
| 169.775 | 169.025 | 114.8 | CC BLM FAIRVIEW REPEATER |
| 169.775 | 169.025 | 151.4 | CC BLM CORY REPEATER |
| 169.775 | 169.025 | 186.2 | CC BLM McCLELLAN REPEATER |
| 171.675 | 171.675 | | CC BLM SCENE OF ACTION (SOA) |
| 165.250 | 165.250 | | PRIMARY AIR-GROUND |
| 166.875 | 166.875 | | SECONDARY AIR-GROUND |
| 154.280 | 154.280 | | NV EMS 1 (WHITE 1) |
| 154.265 | 154.265 | | NV EMS 2 (WHITE 2) |

Carson City Fire Department frequencies per this plan:

| <u>RX</u> | <u>TX</u> | <u>USE</u> |
|-----------|-----------|------------------------|
| 154.1450 | 154.1450 | CCFD Tac 1 |
| 155.6850 | 155.6850 | CCFD Tac 2 |
| 154.4300 | 153.8450 | CCFD Command (PL 71.9) |

4. Notification and Reports:

- A. Fires occurring on or threatening lands inside the boundaries of Carson City Fire Department will be reported immediately to Carson City Fire Department 9-1-1 Dispatch,
- B. Fires occurring on or threatening lands of federal ownership inside the boundaries of the BLM will be reported immediately to the Sierra Front Interagency Dispatch Center (SFIDC), telephone (775) 883-5995

C. The initial fire report will include, if available, the following information:

- ❖ Location (Lat & Long or street address with cross street)
- ❖ Present size (in acres)
- ❖ Type of fuel
- ❖ Rate of spread
- ❖ Time discovered
- ❖ Name location and telephone number of reporting party.

D. SFIDC is open year round, except for Federal holidays. Summer hours are typically 7am to 8pm and extending to later hours during high fire activity. Winter hours are typically 7am to 6pm. The after-hours on call dispatch phone number is 775-721-0312 or 775-230-4782. SFIDC will issue an annual operating schedule to all cooperators.

VII. ASSISTANCE BY HIRE

1. All resources provided by Carson City Fire Department for suppression activities on BLM jurisdiction fires during the "off season" will be considered assistance by hire. This period is defined as the period of time that the BLM does not have its initial attack resources available. This period is 11/1 through 3/31. During this time period Carson City Fire Department must contact the BLM duty Officer.
2. For any "off season" BLM fires to be considered for "Assistance by Hire" reimbursement a BLM Field Fire Report will be required by the Carson City Fire Department to be submitted to the BLM within five (5) working days
3. Responses to false alarms or resources canceled en route will not be billable.
4. Hand crews and Aircraft are considered assistance by hire

XIII. FIRE TRESPASS:

Fire Trespass is defined as the occurrence of unauthorized wildland fire ignited by human activity for which there is evidence of negligence or intent. Federal law allows the Bureau of Land Management (BLM) to recover costs it incurred either in suppressing a negligently human-caused wildland fire or in rehabilitating public lands damaged as a result of that fire. National BLM policy requires that BLM pursue cost recovery in all fire trespass matters. The agency that has the land management jurisdiction/administration role (i.e., the agency that administers the lands where the fire ignited) is considered the "lead agency." Other agencies, including the BLM, which provide fire protection or perform other fire-related services, are considered "cooperating agencies."

1. The lead agency is responsible for determining the fire origin and cause of ignition and the suspected person who or entity that negligently or intentionally ignited the fire.
2. Where the cooperating agency is BLM, appropriate BLM law enforcement and/or fire investigation personnel will assist the lead agency in making those assessments.
3. The lead agency must invite federal law enforcement personnel or other appropriate fire investigation personnel to work jointly with the lead agency to determine the fire cause and origin and determine whether the fire was human- and negligently caused.
4. For all fire trespass matters, cooperating agencies will provide cost figures and cost documentation to the lead agency.
5. Costs include fire suppression, natural resource damages, emergency stabilization, and rehabilitation.
6. Cooperating agencies will provide an estimate of these costs to the lead agency within 60 days of the fire being declared out.

IX. COST SHARE:

On multi-jurisdictional or multiple operational period incidents, which threaten or burn across direct protection boundaries, or fires that exceed the Mutual Aid period, or short duration incidents, which requires a significant commitment of suppression resources, the parties will jointly develop a written cost share agreement. The rationale for sharing costs will be documented in a formal agreement based upon jurisdictional responsibilities or other pertinent factors.

Incident complexity changes frequently and may affect the terms of the cost share agreement. Therefore, the final agreement should not be signed until all terms have been finalized, including cost share period and how costs will be shared. Each Agency Administrator and the Incident Commander(s) should receive a copy of the final agreement. Cost share agreements should identify the following:

1. Costs to be shared.
2. Costs to be borne by each agency (not shared).
3. Method by which costs will be shared.
4. Cost share period.

Cost share agreements must easily be understood and correspond to agency cost accounting/tracking methods in order to facilitate the billing process. Jurisdictional

agencies may want to implement a method to track costs that occur outside of the cost share period, e.g., assign resources new incident order numbers and establish new agency-specific accounting codes.

A cost share agreement will be developed on the basis of one of the following four criteria:

1. Initial Attack Agreement.
 2. You Order, You Pay (YOYP).
 - A. A unified ordering point is required and agencies agree to who will order which resources.
 - B. On-incident support costs may be split by the percentage of agency requested resources.
 - C. Off-incident support costs are paid for by the ordering unit.
 3. Acres Burned.
 4. Cost Apportionment.
 5. After-action fiscal review will be conducted within 90 days of fire being declared out.
 6. Fire cost tracking and accountability (i.e. Air Tanker and Helicopter drop numbers and location) should be established and maintained early during initial attack.
- A. Cost Shared Items. The following is a list of items that are typically cost shared in multi-jurisdiction incidents. This list is not all-inclusive. Costs associated with, and incurred by, incident generated resource orders are typically shared
1. Aircraft Costs. Aircraft (fixed and rotor wing) and associated retardant costs.
 2. Equipment Costs. Emergency equipment used to support the incident.
 3. Incident Cache Costs. Cache costs may include refurbish, replacement, resupply, and labor costs.
 4. Incident Rehabilitation Costs. Rehabilitation activities of assigned incident personnel to mitigate further damage to improvements and land occurring from direct suppression activity can be included in cost sharing, e.g., minor fence repair, dozer line, erosion control.

5. **Initial Attack Resource Costs.** Initial attack resource costs are included in determining the cost-share percentages and in deriving actual incident costs. In a cost-share incident, agreement provisions for initial attack assistance at no cost do not apply.
6. **Off-Incident Support Sites.** Mobilization, demobilization, rest and recuperation sites, etc., usually serve multiple incidents and are not ordered by a specific incident. The incident cost share agreement usually will not address cost sharing of these sites. Incident agencies may establish separate cost share agreements for these items.
7. **On-Incident Support Costs.** Costs incurred for services supplied within the incident, e.g., shower units, catering units, commissary units, cache supplies and materials.\
8. **Personnel Costs.** Costs of assigned incident personnel including the IMT, crews, casuals, etc.
9. **Transportation Costs.** Costs associated with movement of resources to and from an incident.

B. Non-Cost Shared Items. The following lists items that are typically not cost shared:

1. **Accountable Property.** Accountable and/or sensitive property, as defined by each agency, that is purchased by the agency and becomes property of that agency.
2. **Administrative Overhead Costs.** Costs of agency personnel, support, and services not directly assigned or ordered by an incident. These include normal operating expenses such as basic utility costs, buildings and facilities rent, administrative support, and personnel. These costs are usually agency-specific, unless addressed in master or cost share agreements.
3. **Administrative Surcharge.** A pre-established percentage applied by an agency to the settlement billing on the net amount owed per master agreement.
4. **Claims Costs.** Responsibility for claims or extraordinary settlement costs should be addressed through a separate agreement between agencies.
5. **Move Up and Cover Costs.** Includes additional costs over and above base salary of "backfilling" agency personnel to meet agency-specific staffing requirements.
6. **Post Incident Rehabilitation Costs.** Costs incurred to rehabilitate burned lands, such as seeding, check dam construction, and archaeological mitigation.
7. **Waste, Fraud, and Abuse Costs.** Costs resulting from waste, fraud, or abuse.

- C. Final Cost Determination: Costs can be determined by using incident generated data, which will include actual and estimated expenditures or may be finalized using agency financial records.
- D. Transfer of Responsibility Procedures: When IMTs are rotated, the departing team must brief their counterparts on all cost sharing agreements and documentation to date. If there is a change in the Agency Administrators or representatives, they must have clear understanding of all the decisions and agreements used to develop the final cost-share percentages and conditions of the final agreement.

XI. LAND MANAGEMENT CONSIDERATIONS:

1. Carson City Fire Department will abide by and implement the BLM's land management fire suppression guidelines and restrictions for suppression action taken in special management areas, as determined in the BLM fire management planning process.
2. The BLM will provide Carson City Fire Department federal land management fire suppression guidelines, and provide updated information in a timely manner to Carson City Fire Department as the guidelines change.
3. The BLM will provide resource advisors as needed to fires on federal jurisdiction to ensure appropriate suppression guidelines are followed. Carson City Fire Department will abide by and implement these guidelines during any suppression actions.

XII. 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 fire issues 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. Joint Press Releases:

Protection units should develop joint press releases on cooperative fire protection issues to ensure that the interests of all affected agencies are adequately addressed.

2. Smokey Bear Program:

Protecting units should cooperate in the coordinated delivery of Smokey Bear program in direct protection areas.

3. Local Education 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.

4. Fire Prevention Signs:

Coordination and placement of fire prevention signs should be used in order to prevent duplication of effort or sending mixed messages. This is especially important for fire danger rating signs.

XIII. GENERAL PROVISIONS:

1. Local Fire Team

Participation of the Carson City Fire Department fire resources is encouraged on area and national IMT's and as single resources.

2. Updating of Plan:

All units will meet at least annually prior to April 1, to review the entire Operating Plan and update it as necessary.

3. Interagency Training:

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

- ❖ Participate in shared local level training at each other's facilities on an on-going basis.
- ❖ Allocate available slots in appropriate formalized training sessions for personnel of the other agencies.

V. MUTUAL UNDERSTANDING:

1. Either agency may, upon its own initiative and/or after prompt, proper notification, take immediate action to attack a wildland fire within the Carson City Fire Department or BLM jurisdictional lands. None of the agencies to this agreement shall perform any fire suppression action which is contrary to the limitations found within this agreement, and any reimbursement shall be pursuant to this agreement.

2. Incident Command System: The Agencies to this Agreement will operate under the concepts of the National Interagency Incident Management System (NIIMS) and its Incident Command System (ICS), as appropriate for providing qualified resources and for management of incidents encompassed under the terms of this Agreement. During initial attack, all Agencies will accept each other's training and qualifications, and equipment standards. Once jurisdiction is clearly established, the standards of the Agency with jurisdiction will be applied.
3. The first qualified agency fire officer on-scene shall assume command responsibility relinquishing responsibility to a qualified jurisdictional Incident Commander upon their arrival.
4. All agencies agree to take no suppression or support action which would constitute a reimbursable billing action per this agreement, unless authorized by a Chief Officer of the jurisdictional agency. If it is determined that the fire is confined to the sole jurisdiction of either party, then the jurisdictional agency will designate an Incident Commander.
5. Responses to BLM fires by the Carson City Fire Department resources will be documented on the BLM Field Fire Report form, and submitted to the BLM within five (5) working days. The BLM shall provide to the Carson City Fire Department Field Fire Report Forms.
6. The BLM is not responsible for fighting structure fires, but may assist in providing structure protection, as trained and capable, when wildland fires threaten to engulf structures. The Carson City Fire Department is responsible for structure protection and fire suppression and related costs.
7. Each agency will provide a yearly update of Fire Officers, station locations, resources, radio call-numbers/frequencies, and authorize frequency use in the Annual Operating Plan.
8. Prior to April of each year, the BLM with Carson City Fire Department designees shall review the Annual Operating Plan as an addendum to this agreement.

XV. STAFFING PLAN and CONTACT LIST

Staffing Plan for Carson City BLM

| Station | Chief Officer | Engine | Equipment |
|----------------|----------------------|------------------------------|--------------------|
| Doyle | Bat-11 | CCD-3941,3931,PNF E15 | PNF Dozer 1 |
| Stead | 3911 | CCD-E3934, HTF E7133 | |

| | | | |
|------------------------|-------------|------------------------|--|
| Palomino Valley | 3911 | CCD –E3933,3943 | |
| Carson City | 3912 | CCD-E3936,3956 | |
| Fish Springs | 3912 | CCD-E3937 | |

Carson City Bureau of Land Management Contact List

| <u>Staff Officers</u> | | <u>Office</u> | <u>Mobile</u> |
|--------------------------|------|---------------|---------------|
| FMO – Ken Smihula | 3900 | 885-6103 | 721-2271 |
| AFMO – Russell Bird | 3901 | 885-6104 | 721-2272 |
| Fuels – Tim Roide | 3902 | 885-6185 | 230-1004 |
| Aviation – Shane Charley | 3903 | 885-6182 | 720-3411 |
| Prevention – Steve Edgar | 3904 | 885-6197 | 721-2273 |
| BATT – Billy Britt | 3911 | 475-0350 | 721-7107 |
| BATT – Scott Johnson | 3912 | 885-6195 | 721-2048 |
| Hotshots – Kevin Kelly | | 885-6186 | 720-0136 |

Facilities:

| | |
|------------------------|----------------|
| Sierra Front Dispatch | 883-5995 |
| Minden Air Attack Base | 782-1415 |
| Stead Air Attack Base | 972-9201 |
| Doyle Station | (530) 827-2220 |
| Palomino Station | 475-0350 |
| Carson City Station | 885-6000 |

A. **Anticipated Full Staff Deployment Period:** May thru October

XVII BILLING PROCEDURES:

1. **Federal Agency:** Federal Agency will submit bills to the Department whenever the Department is the Protecting Agency and billing is appropriate.
2. **Department Billings:** When the Department is the supporting agency the Department will bill the Protecting Agency when billing is appropriate.
3. **Billing Estimates/Timeframes:** On fires where costs are incurred pursuant to the terms of this agreement, the Billing Agency shall submit a bill or estimate for reimbursement as soon as possible, but no later than 180 days after the fire is

declared out. If the total cost is not known at the time of initial billing, a partial bill or estimated bill, so identified, may be submitted.

4. Billing deadlines set forth herein are intended to encourage prompt billing. Failure to meet these timeframes shall not be construed as a release or waiver of claims for reimbursement against the other party.
5. Should additional costs be identified after a "final" billing has been issued, a supplemental bill may be issued if agreeable to applicable parties.
6. Billing Content: A separate bill will be submitted for each fire. Bills will be identified by fire name, location, jurisdictional unit, and appropriate order number, and will be supported by adequate documentation and broken down by categories (direct, support, air, and retardant). Billings for fire suppression assistance will not include administrative overhead or other costs not supported by a resource order. Documentation in support of the billing will include:
 - ❖ Narrative cover letter.
 - ❖ Cooperator name, address, phone number, and agency financial contact.
 - ❖ Agreement number.
 - ❖ Incident name and number.
 - ❖ Dates of the incident covered by the billing.
 - ❖ Location and jurisdictional unit.
 - ❖ Appropriate incident number.
 - ❖ Summary cost data for the amount being billed. Use incident cost information or standard generated costs reports generated by the Agency to support the billing whenever possible.
 - ❖ Copies of Resource Orders and other supporting documentation.
 - ❖ Copies of applicable Cost Share Agreements.

7. Billing Addresses:

- All bills for services provided to the Department will be mailed to the following address for payment:

Carson City Fire Department
Fire Chief
777 South Stewart Street
Carson City, NV 89701

- All bills for services provided to the Bureau of Land Management will be mailed to the following address for payment:

United States Department of the Interior
 Bureau of Land Management
 Fire & Aviation
 Carson City Field Office
 5665 Morgan Mill Road
 Carson City, NV 89701
 Attention: Fire Management Officer

V. PROTECTION ORGANIZATION & RATES

1. Billable protection rates will conform to the rate schedule.
2. Portal to Portal pay provisions will be acceptable when the Carson City Fire Department personnel have been designated entitlement to "portal to portal pay" by home agency per the rate schedule.
3. Equipment is not included in portal to portal pay provisions; however daily rate will be reimbursed at the rate indicated in the rate schedule.
4. When an incident does not provide subsistence for assistance-by-hire personnel then per diem at the federally established regional or CONUS rate shall apply. Documentation in the form of receipts must be provided for reimbursement.

CARSON CITY FIRE DEPARTMENT RATE SCHEDULE

A. EQUIPMENT

Equipment responding to an incident on an equipment resource order ("E" number) will be billed for hours worked as indicated on the Crew Time Report/Shift Ticket and will include travel time.

- Structure Engine - Type I or II \$318.00/hr
- Brush Engine - Type III \$239.00/hr
- Water Tender \$170.00/hr
- Squad/Air Unit \$185.00/hr
- Haz Mat Unit \$212.00/hr
- Ambulance \$185.00/hr

B. Support Equipment Rates

Fire District Owned Vehicles:

- Sedan, pickup, SUV .505/mile

C. Carson City Fire Department Fire Department

| Position | Portal to Portal Rate |
|-------------------------------------|-----------------------|
| Chief Officer | \$95.00/hr |
| Captain | \$46.00/hr |
| Pump Operator/Driver | \$41.00/hr |
| Firefighter – Firefighter/Paramedic | \$41.00/hr |

D. Carson City Fire Department Fire Department

| Position | Portal to Portal Rate | |
|--------------------------------|-----------------------|------------|
| | Base | Overtime |
| Division Chief (40 Hr) | N/A | N/A |
| Investigator/Inspector (40 Hr) | \$37.33/hr | \$56.00/hr |
| Mechanic (40 Hr) | \$31.30/hr | \$46.95/hr |
| Training Capt (40 Hr.) | \$39.00/hr | \$58.50/hr |
| Supply Officer (40 Hr.) | \$39.00/hr | \$58.50/hr |

E. BLM RATE SCHEDULE

Rates based on actual cost to government personnel rates per 01/17/2007 Work Plan for Carson City District Office. Billed rate will be at the actual cost and may be lower than the rate quoted in this document.

1. Aircraft Costs - Helicopters:

- ❖ Type I Helicopter: \$7000.00 and up per flight hour.
- ❖ Type II Helicopter: \$1750.00 to \$3500.00 per hour depending on model.
- ❖ Type III Helicopter: \$750.00 to \$2500.00 per hour depending on model.
- ❖ Service Miles for support vehicles: \$2.50 a mile.

2. Aircraft Costs - Retardant:

- ❖ Retardant is \$2.78/gallon
- ❖ SEAT: 800 gallon load of retardant X \$2.78/gallon = \$2224.00
- ❖ P2V: 2,400 gallon load of retardant X \$2.78/gallon = \$6672.00
- ❖ P3: 3,000 gallon load of retardant X \$2.78/gallon = \$8340.00

3. Aircraft Costs - Air Tankers and SEATS:

- ❖ AT-802 SEAT: \$3000.00 to \$3500.00 per hour depending on CWN contract.

- ❖ P2V: **\$3600.00** per flight hour.
- ❖ P3: **\$6500.00** per flight hour.
- ❖ S2: **\$2900.00** per flight hour.

4. Aircraft Costs - Aerial Supervision:

- ❖ Air Attack: **\$750.00 to \$1000.00** per flight hour.

5. **Ground Resources**

- ❖ Type III Engine Staffed with three (4) firefighter's \$230.00/hr.
- ❖ Type IV Engine Staffed with three (4) firefighter's \$225.00/hr.
- ❖ Type VI Engine Staffed with two (3) firefighter's \$210.00/hr.
- ❖ Unimog Staffed with three (3) firefighters \$350.00/hr
- ❖ Type II Tender Staffed with one (1) firefighter \$130.00/hr.
- ❖ Command Vehicle Staffed with one Battalion \$100.00/hr.
- ❖ Interagency Hot Shots 20 person crew. \$970.00/hr.

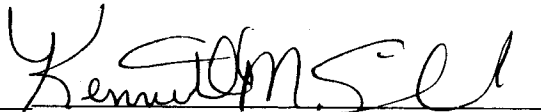
IN WITNESS WHEREOF, the parties have executed this Annual Operating Plan as of January 14, 2007

Concurrence:



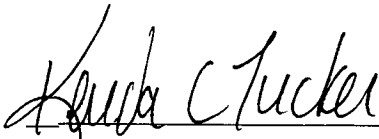
Date 7/18/08

Patrick Gubbins
District Manager
Bureau of Land Management
Carson City District Office



Date 7/17/2008

Kenneth M. Smihula
Fire Management Officer
Bureau of Land Management
Carson City District Office



Date 7/17/2008

Kenda Tucker
Chief of Contracting
Nevada State Office
Bureau of Land Management

_____ Date _____

MARV TEXIERA
Mayor
Carson City, Nevada

Route 3 Home

Date 7-29-08

STACEY GIOMI
Fire Chief
Carson City Fire Department
Carson City, Nevada

Attest to:

Date _____

Alan Glover, City Clerk

Approved as to form:

Date _____

NEIL ROMBARDO, Carson City District Attorney