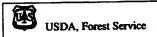
City of Carson City Agenda Report

Agenda Date Requested: 1-5-12 Date Submitted: 12-27-11 Time Requested: Consent To: Mayor and Supervisors From: Fire Department Subject Title: For Possible Action: to enter into a cooperative fire protection agreement between the United States Department of Agriculture - Forest Service, Humboldt-Toiyabe National Forest Carson Ranger District (Agreement Number 12-FI-11041701-019) and the Carson City Fire Department, for the provision of mutual aid for wildland fires. (Stacey Giomi) Staff Summary: This agreement is an update of the mutual aid agreement between the City and the Forest Service. 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. Type of Action Requested: (check one) () Ordinance () Resolution (X) Formal Action/Motion () Other (Specify) Does This Action Require A Business Impact Statement: () Yes (X) No Recommended Board Action: I move to enter into a cooperative fire protection agreement between the United States Department of Agriculture - Forest Service, Humboldt-Toiyabe National Forest Carson Ranger District (Agreement Number 06-FI-11041701-057) and the Carson City Fire Department, for the provision of mutual aid for wildland fires. 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		
Prepared By: R. Stacey Giomi, Fire Chief Reviewed By: Shuin (Fire Chief) (City Manager) (District Attorney) (Finance Director)	Date	Date: $\frac{ 2-27-1 }{ 2/27/4 }$ Date: $\frac{ 2/27/4 }{ 2/27/4 }$ Date: $\frac{ 2/27/4 }{ 2/27/4 }$
Board Action Taken:		
Motion:	1)2)	Aye/Nay
(Vote Recorded By)		

NOTE: There are two original documents, both requiring original signatures. Please return one of the original copies to the Fire Chief when they are signed and recorded.



FS Agreement No.

12-FI-11041701-019

COOPERATIVE FIRE PROTECTION AGREEMENT Between USDA FOREST SERVICE HUMBOLDT-TOIYABE NATIONAL FOREST CARSON RANGER DISTRICT And CARSON CITY FIRE DEPARTMENT

This Cooperative Fire Protection Agreement is made and entered into by and between the United States Department of Agriculture, Forest Service, Humboldt-Toiyabe National Forest, Carson Ranger District, referred to as Federal Agency and the Carson City Fire Department, hereinafter referred to as the Department, and jointly referred to as PARTIES under the authority and provisions of: Reciprocal Fire Protection Act of May 27, 1955 (42 U.S.C. 1856a), The Federal Land Policy and Management Act of 1976 (43 U.S.C. 1748 et seq.), The Timber Protection Act of September 20,1922 (42 Stat. 857; U.S.C. 594), Department of the Interior and Related Agencies Appropriations Act of 1999, as included in Public law 105-277, section 101(e), 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) and NRS 277.180 Interlocal Agreements.

I. PURPOSE

The purpose of this Agreement is to provide for cooperation in the prevention, detection and suppression of wildland fires within the protection areas of parties signatory to this Agreement.

This Agreement describes the conditions in which "mutual aid" periods are established to provide resources to each other on a non-reimbursable basis. This Agreement also describes the conditions of "Assistance by Hire" on a reimbursable basis.

This Agreement provides for cooperation only in wildland fire management activities. The U.S. Forest Service shall not respond to structure fires, vehicle fires or traffic accidents in lieu of the Department. The U.S. Forest Service may, as available, respond to such incidents when adjacent wildlands covered under this Agreement are threatened by fire from such incidents.

It is also meant to provide overhead personnel for Federal Incident Management Teams and miscellaneous overhead resources.

Upon execution this agreement supersedes the previous agreement, 06-FI-11041701-057.

II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS

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

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

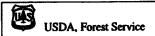
Therefore, it is mutually advantageous, and in the public interest, for the parties to coordinate their efforts in the prevention, detection, and suppression of wildfires in and adjacent to their areas of responsibility.

It is also mutually advantageous for both PARTIES to provide support and participate in non-fire emergencies of national scope.

III. DEFININITIONS See Exhibit A

IV. GENERAL PROVISIONS

- ANNUAL OPERATING PLANS. The parties will meet annually, prior to the initiation of fire season to
 prepare an Annual Operating Plan (AOP). This AOP will include protection area maps for all parties,
 current rates for use of the Department's equipment and personnel, lists of principal personnel,
 dispatching procedures, and any other items identified in this Agreement as necessary for efficient
 implementation. This AOP shall become attached to and a part of this Agreement.
- 2. <u>PROTECTING PARTY</u>. The party responsible for providing direct fire protection in a given area pursuant to this Agreement.
- 3. <u>SUPPORTING PARTY</u>. A party providing suppression assistance or other support and resources to the Protecting Party.
- 4. <u>JURISDICTIONAL PARTY</u>. The party which has overall land and resource management and/or protection responsibility as provided by law.
- 5. <u>RECIPROCAL FIRE PROTECTION (Mutual Aid)</u>. As deemed appropriate, the parties will establish reciprocal initial attack areas for lands of intermingled or adjoining protection responsibilities. Within such areas supporting parties will, upon request or voluntarily, take initial attack action in support of the protecting party. The protecting party will not be required to reimburse the supporting party for initial attack actions taking place in these areas within the first 24 hours following initial dispatch of suppression resources. All assistance beyond this mutual aid period will be assistance by hire and will be billed retroactively for the full period from the time of initial dispatch.
- 6. ASSISTANCE BY HIRE Assistance by Hire is the provision of fire suppression resources, by one PARTY to another, on a reimbursement basis. All requests to hire fire protection assistance must be clear and precise and shall be processed and recorded through the dispatching systems of the PARTIES. Requests not processed in this manner will not be reimbursable. Personnel, equipment, supplies or services provided by the Supporting PARTY and essential to filling the resource order, which are necessary and reasonable, shall be considered as reimbursable as Assistance by Hire. The DEPARTMENT may provide out-of-state assistance to the FOREST SERVICE when requested. Such assistance will be Assistance-by-Hire unless otherwise specified as mutual aid in the AOP pursuant to this agreement.



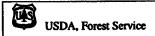
Except for Mutual Aid, all requests for fire suppression assistance in either PARTY'S DPA shall be Assistance by Hire. Any other resources provided by a supporting PARTY, and not specifically ordered by the protecting PARTY, shall be considered a voluntary contribution.

Resources provided by the Department for fire suppression activities on Federal Jurisdiction during the Federal Agencies "off season", as identified in the AOP, will be assistance by hire.

The Federal Agencies will be provided by the Department current Assistance for Hire rate schedules and updates when rates change. The rates will be posted and updated in the Annual Operating Plan.

All aircraft and handcrews are considered assistance by hire.

- 7. <u>REQUESTED ASSISTANCE</u>. Outside initial attack areas, when requested by the PROTECTING party, the SUPPORTING party will, within their capability, provide initial action or other support on wildland fires. Such requested assistance is reimbursable.
- 8. <u>CLOSEST FORCES</u> The PARTIES agree to aggressively pursue initial attack plans that utilize "Closest Forces" wherever appropriate, and to identify preplanned initial attack areas within their respective jurisdictions. This philosophy dictates that the closest available resources, regardless of ownership, shall be utilized initially. The emphasis to get the closest resources to respond to initial attack fires is in the best interest of all PARTIES.
- 9. INDEPENDENT ACTION. Except as otherwise described in the AOP, any party on its own initiative and without reimbursement may go upon lands protecting by another party to suppress wildfires, if the fire is a threat to property within that party's protection responsibility. In such instances, the party taking action will promptly notify the protecting party.
 - If either party takes action on a fire independently, the SUPPORTING party will furnish the PROTECTING party a preliminary report (oral) within 24 hours of the action taken and a written incident report with ten (10) days.
- 10. <u>NOTIFICATIONS</u>. Each party will promptly notify the PROTECTING party of fires burning on or threatening lands for which that party has protection responsibility. When taking action, the SUPPORTING party will, as soon as possible, notify the PROTECTING party in accordance with the AOP, detailing what equipment and personnel have been dispatched to the incident location.
- 11. <u>BOUNDARY LINE FIRES</u>. Boundary line fires will be the initial attack responsibility of the PROTECTING parties on either side of the boundary. Neither party will assume the other is aware of the fire, or it's taking action. The officer-in-charge who arrives first at the fire will act as initial attack Incident Commander. When both Parties have arrived, they agree to establish a command structure including Unified Command, as appropriate.



12. <u>COST SHARING</u>. On multi-jurisdictional incidents and incidents which threaten or burn across direct protection boundaries, the parties will jointly develop a written cost share agreement which describes a fair distribution of financial responsibilities.

The Agencies agree that all reasonable and necessary costs incurred to meet the protection responsibilities within each Agency's Direct Protection Area will be the responsibility of that Agency. Typically, suppression actions and their associated costs are driven by perceived threat to values at risk. Values at risk may, in turn, require more intense suppression efforts and, therefore, higher suppression costs in one Agency's direct protection area than in another. These situations will be considered when determining each Agency's share of the costs for an incident, along with simple and equitable cost sharing based on acreage burnt

- 13. <u>COMMUNICATION SYSTEMS</u>. The Parties agree to share the use of communication systems, radios and radio frequencies for the execution of this Agreement. Sharing of frequencies must be approved only by authorized personnel for each Party and documented in the AOP.
- 14. FACILITIES, EQUIPMENT AND SUPPORT The PARTIES may procure, loan, lease, share or exchange facilities, equipment and support services. This may include, but is not limited to, such things as dispatch centers, training facilities, administrative offices, fire stations, air attack bases, lookouts, warehouses, vehicles, fire equipment, remote automated weather stations, lightning "detection" equipment and communications equipment. AOPs may outline conditions for specific situations. Whenever it has been mutually agreed, fees for such use, as might be found in special use permits or other similar documents, may be waived. Any operational costs required for such proposed use may be shared and reimbursed by the using PARTY. Any shared cost or reimbursements will be governed in accordance with the existing policy of each PARTY.
- 15. NATIONAL INTERAGENCY INCIDENT MANAGEMENT SYSTEM. The parties to this Agreement will operate under the concepts defined in the National Interagency Management System (NIMS) including: Incident command System (ICS), qualifications system, training system, the management of publications, and participate in the review, exchange, and transfer of technology as appropriate for providing qualified resources, and for the management of incidents covered by this Agreement.
- 16. <u>DETERMINATION OF CAUSE AND PRESERVATION OF EVIDENCE</u>. The PARTIES will attempt to protect the point of origin of the fire and evidence pertaining to the fire cause. On initial attack actions, the PARTY taking the action is responsible to gather and preserve evidence and information pertaining to the origin and cause of the fire. To the extent permitted by applicable County, State and Federal laws, the PARTIES will cooperate to jointly investigate wildland fires of mutual interest and provide the appropriate jurisdictional PARTY with investigation files relative to specific fires.
- 17. TRAINING. The PARTIES will cooperate to insure that jointly provided training will produce safe and effective fire and aviation programs. The intent is to provide high quality training that will minimize training costs by sharing of resources, standardization of courses, improve firefighting efficiency and safety. Training also includes participation of fire team members at annual Incident Management Team meetings so members can maintain competency for their specific positions. Each PARTY will bear the cost of training for their respective employees unless specifically addressed in the AOP.

- 18. <u>EQUIPMENT</u>. Equipment owned and used by either PARTY to suppress fires on lands for which the other is responsible shall normally be operated, serviced, and repaired by the owning PARTY. Fuel, lubricants, and maintenance are the fiscal responsibility of the Supporting PARTY. Special rates for Federal Excess Personal Property (FEPP) equipment will be displayed in the rate schedule, which eliminates any purchase or replacement costs for the apparatus. Drivers and equipment operators will hold appropriate operating licenses to meet their respective Department and Federal regulations
- 19. <u>BILLING PROCEDURES</u>. The SUPPORTING party will bill the PROTECTING party for actual costs incurred for assistance provided and identified as reimbursable. Reimbursable costs include all costs associated with the direct fire operations and incident support ordered by or for the incident (except as otherwise described in reciprocal initial attack and independent action situations). All billing packages will include documentation showing the order was processed through and tracked by the parent agency. This request process requires the approval of the Forest Service duty officer. The approval or denial of such request shall be noted in the remarks section on the resource order.

Reimbursable costs may also include transportation, salary, benefits, overtime, and per diem of DEPARTMENT personnel assigned to FOREST SERVICE Incident Management Teams and miscellaneous overhead assignments. Rates and conditions of use for the equipment and personnel will be mutually agreed to and documented in the AOP. Reimbursement will not be provided for both "backfill" and resources mobilized to an incident.

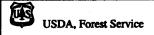
Billing Estimates/Timeframes: On fires where costs are incurred pursuant to the terms of this agreement, the Billing Agency shall submit a bill or estimate for reimbursement as soon as possible, but no later than 180 days after the fire is declared out. If the total cost is not known at the time of initial billing, a partial bill or estimated bill, so identified, may be submitted.

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.

Should additional costs be identified after a "final" billing has been issued, a supplemental bill may be issued if agreeable to applicable parties

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:

- Bill for Collection
- Narrative Cover Letter
- Fire Suppression Cost Summaries
- Copies of Resource Orders and other supporting documentation
- Copies of applicable Cost Share Agreements

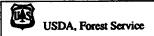


E. Billing Addresses:

All bills for services provided to the Department will be mailed to the following address for payment:
Carson City Fire Department
777 S. Stewart St.
Carson City, NV 89701

All bills for services provided to the Forest Service:
USDA Forest Service
Humboldt-Toiyabe National Forest
Attn: Laurette Gaylord
1200 Franklin Way
Sparks, NV 89431

- 20. <u>FIRE PREVENTION</u>. Parties agree to share responsibilities and materials for fire prevention activities. Materials may include posters for display in public buildings, businesses and the like. Parties will share responsibility for fire protection and rural fire safety presentations and demonstrations.
- 21. NONDISCRIMINATION. The Department shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive orders, regulations, and policies. These include, but are not limited to Sections 119 and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, participation in any public assistance program, or disability.
- 22. <u>FREEDOM OF INFORMATION ACT (FOIA)</u> Public access to agreement records shall not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to "Freedom of Information" regulations (5 U.S.C. 552).
- 23. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- 24. <u>PRINCIPAL CONTACTS</u>. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.



Principal Department Contacts:

Department Program Contact	Department Administrative Contact
Stacey Giomi, Fire Chief	Stacey Giomi, Fire Chief
777 S. Stewart St.	777 S. Stewart St.
Carson City, NV 89701	Carson City, NV 89701
Telephone: 775-283-7150	Telephone: 775-283-7150
FAX: 775-887-2209	FAX: 775-887-2209
Email: sgiomi@carson.org	Email: sgiomi@carson.org

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Mike Wilde	Name: Tina Moynier
Address: 1536 S. Carson Street	Address: 599 West Price River Dr.
City, State, Zip: Carson City, NV 89701	City, State, Zip: Price, UT 84501
Telephone: 775-884-8145	Telephone: 435-636-3529
FAX: 775-884-8199	FAX: 435-637-4940
Email: mwilde@fs.fed.us	Email: tmoynier@fs.fed.us

U.S. Forest Service Fire Business Management
Name: Laurette Gaylord
Address: 1200 Franklin Way
City, State, Zip: Sparks, NV 89431
Telephone: 775-355-5364
FAX: 775-355-5399
Email: lgaylord@fs.fed.us

- 25. FIRE RESTRICTIONS AND CLOSURES. Parties will coordinate restrictions and closures.
- 26. <u>PRESCRIBED FIRE AND FUELS MANAGEMENT</u>. The JURISDICTIONAL party will inform all parties of prescribed fires it is managing. Support during a prescribed burn is not covered under this Agreement.
- 27. EMPLOYMENT POLICY. Employees of the parties of this Agreement shall at all times be subject only to the laws, regulations, and rules governing their employment, regardless of incident location, and shall not be entitled to compensation or other benefits of any kind other than specifically provided by the terms of their employment.



28. <u>WAIVER OF CLAIMS</u>. The Department and Federal agencies hereby waive all claims between and against each other for compensation for loss, damage, and personal injury, including death, to each other's property, employees, agents, and contractors occurring in the performance of this agreement.

Each party has responsibility for Workman Compensation, liability, and Automotive Insurance for their personnel and vehicles. Department personnel specifically compensated under a State or County Pay formula, or assistance-by-hire under State of Nevada authority, shall remain the legal and statutory responsibility of that Department entity under applicable compensation procedures

Agencies will be liable for their own actions during mutual aid response or independent action as outlined in clauses III.5 and III.7 respectively.

- 29. <u>MODIFICATION</u>. Modifications within the scope of the instrument must be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- 30. <u>COMMENCEMENT/EXPIRATION DATE</u>. This instrument is executed as of the date of last signature and is effective for five years from said date, at which time it will expire unless extended.
- 31. <u>TERMINATION BY MUTUAL AGREEMENT</u>. This agreement may be terminated, in whole or part, as follows:
 - When the U.S. Forest Service and Department (CCFD) agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
 - By 30 days written notification by Department (CCFD) to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated.

If, in the case of a partial termination, the U.S. Forest Service determines that the remaining portion of the agreement will not accomplish the purposes for which the agreement was made, the U.S. Forest Service may terminate the agreement in its entirety.

Upon termination of an agreement, Department (CCFD) shall not incur any new obligations for the terminated portion of the agreement after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to Department (CCFD) for the United States Federal share of the non-cancelable obligations properly incurred by Department (CCFD) up to the effective date of the termination. Excess funds shall be refunded within 60 days after the effective date of termination.

32. <u>AUTHORIZED REPRESENTATIVES</u>. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this instrument. In witness whereof, the parties hereto have executed this instrument as of the last date written below.



Shu Mil	Date12/8/11
JEANNE M. HIGGINS	
Forest Supervisor	
Humboldt-Toiyabe National Forest	
- -	
	Date
ROBERT L. CROWELL	
Mayor	
Carson City, Nevada	
Make Wills	Date 12/6/11
MICHAEL WILDE	′ /
Carson District Fire Management Officer	
Humboldt-Toiyabe National Forest	•
	Date 12/6/11
Raut S Shami	Date/2/8///
R. STACEY GIOMI	
Fire Chief	
Carson City Fire Department	
	Division
AT AN OTOTOTO	Date
ALAN GLOVER	
Carson City Clerk/Recorder	
Carra Cita Nasada	
Carson City, Nevada	
	Date /2/25 ///
Tundu Idan Sor	Date /2/27/11
NEH ROMBARDO	Date /2/27///
NEH ROMBARDO Carson City District Attorney	Date /2/25///
NEH ROMBARDO	Date /2/25/11
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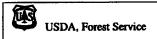


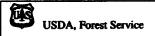
Exhibit A, Definitions

COOPERATIVE FIRE PROTECTION AGREEMENT EXHIBIT A DEFINITIONS

- ASSISTANCE BY HIRE: Fire suppression resources and associated support resources needed to fill the incident order that are to be paid for by the Protecting PARTY. Reimbursement may be actual cost or according to preestablished rates.
- BACKFILLING: The act of providing cover staffing at the station or administrative site that has been vacated by the resources provided to the incident
- BOUNDARY FIRE: A fire burning on or directly adjacent to the Direct Protection Boundary between the DEPARTMENT and the FOREST SERVICE.
- CLOSEST FORCES CONCEPT: The philosophy of committing the closest available appropriate resources, regardless of ownership, as described in the Annual Operating Plan, to a wildfire for initial attack or for critical need.
- COOPERATIVE FIRE PROTECTION: Specific fire protection services furnished by one party to the other on a reimbursable basis pursuant to the Annual Operation Plan.
- COST SHARE AGREEMENT: An interagency agreement describing the conditions and/or percentage of DEPARTMENT and FOREST SERVICE financial responsibility for costs incurred as a result of jointly approved operations pursuant to the terms of this agreement.
- DETECTION: The act or system of discovering and locating a fire.
- DIRECT PROTECTION AREA (DPA): That area which, by law or pursuant to the terms of this agreement, is provided wildland fire protection by the DEPARTMENT or by the FOREST SERVICE. DPAs may include a mixture of DEPARTMENT and FOREST SERVICE responsibility areas.
- DIRECT PROTECTION AREA MAPS: Official maps which identify areas of direct wildland fire protection for each PARTY.
- FEDERAL EXCESS PERSONAL PROPERTY (FEPP) PROGRAM: A program in which Federal property originally purchased for use by a Federal agency, but no longer needed by that entity, is acquired by the USDA Forest Service for loan to one of the 50 States or the Territories for use in the State's rural or wildland fire protection program. As a result, the equipment stays in service to America, protecting lives and property across the nation. The term "personal" simply refers to any tangible property that is not real estate. This can include trucks, aircraft, personal protective equipment, fire hose, et cetera, but not buildings.



- FIRE PREVENTION: Activities directed at reducing the number of fires that start, including public education, law enforcement, dissemination of information and the reduction of hazards through engineering methods.
- HANDCREW: A wildland fire suppression crew consisting of approximately 15 to 20 persons.
- HOSTING UNIT: The organization or area responsible for the incident or the area where the incident occurs.
- INCIDENT: An occurrence or event, either human-caused or natural phenomenon that requires action by emergency service personnel to prevent or minimize loss of life or damage to property and/or natural resources.
- INITIAL ATTACK: Resources initially committed to an incident.
- LINE OFFICER/AGENCY REPRESENTATIVE: A Supporting PARTY employee with full authority to make decisions on all matters affecting that PARTY'S participation at the incident.
- MOVE-UP AND COVER: Identifies a relocation of fire suppression resources from their established location to a temporary location to provide fire protection coverage for an initial attack response area.
- MUTUAL AID: Automatic initial attack response by suppression resources (excluding handcrews, aircraft and pilot[s]) as specified in the Operating Plan for specific pre-planned initial attack response areas and provided at no cost to the Protecting PARTY for the first specified hours from the time of initial report. Mutual Aid is limited to those Initial Attack resources or move-up and cover assignments that have been determined to be appropriate in the annual Operating Plans. Handcrews, Aircraft (fixed and rotary-winged, including pilot[s]) shall always be Assistance by Hire.
- PRESCRIBED FIRE: The planned use of fire on wildlands to accomplish specific objectives including reducing fire hazard, providing flood protection, enhancing wildlife and fisheries, or improving water yields and/or air quality.
- PROTECTING PARTY: The PARTY responsible for providing direct wildland fire protection to a given area pursuant to this agreement.
- RECIPROCAL FIRE PROTECTION (MUTUAL AID): Automatic initial attack response by suppression resources as specified in the Annual Operating Plan for specific pre-planned initial attack response areas and provided at no cost to the PROTECTING PARTY for the specified mutual aid period. Aid is limited to those resources or move-up and cover assignments that have been determined to be appropriate in the Annual Operation Plan.
- REIMBURSABLE WORK: Reinforcements exceeding reciprocal fire protection services furnished by either PARTY, at the request of the other, or fire protection furnished as a chargeable cooperative fire protection service
- REPAIR OF SUPPRESSION ACTIVITY DAMAGE: Those activities undertaken by fire suppression forces during or immediately after the control of a wildfire to insure the prevention of erosion or to repair other damages resulting from fire suppression activities.



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

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

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

WILDFIRE: An unwanted fire burning uncontrolled on wildland.

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