

**City of Carson City
Agenda Report**

Date Submitted: 06/01/2015

Agenda Date Requested:

06/18/2015

Time Requested: Consent

To: Mayor and Supervisors

From: Fire Department

Subject Title: For Possible Action: To authorize the mayor to sign the 2015 Annual Operating Plan between the United States Department of Agriculture - Forest Service, Humboldt-Toiyabe National Forest (Agreement number 12-FI-11041701-019) and the Carson City Fire Department. *(Robert Schreihans)*

Staff Summary: This document is an update of the annual operating plan between the City and the Forest Service. The document provides for mutual assistance between the agencies for responses to wildland fires as designated in the master agreement. The Annual Operating Plan (AOP) delineates billing fees, district boundaries, and parameters under which assistance will be provided.

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: To authorize the mayor to sign the 2015 Annual Operating Plan between the United States Department of Agriculture - Forest Service, Humboldt-Toiyabe National Forest (Agreement number 12-FI-11041701-019) and the Carson City Fire Department.

Explanation for Recommended Board Action: By signing this document Carson City strengthens its ability to respond to wildland fires by joining forces with a similar agency to provide reciprocal services. The document also provides a means to recover costs for our department when we respond to fires outside of our area and beyond the mutual aid period.

Applicable Statute, Code, Policy, Rule or Regulation:

Fiscal Impact: Undetermined – based upon number of fires that we respond to.

Explanation of Impact: It is not possible to determine the fiscal impact. The impact will be based upon the number and severity of 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: Annual Operating Plan

Prepared By: Robert F. Schreihans, Fire Chief

Reviewed By: Robert F. Schreihans
(Fire Chief)
L. Dick Williams
(City Manager)
[Signature]
(District Attorney)
[Signature]
(Finance Director)

Date: 6-09-15

Date: 6/9/15

Date: 6-9-15

Date: 6/9/15

Board Action Taken:

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

(Vote Recorded By)

NOTE: There are two original contracts for signature. One copy for the Clerk Recorder's official file and one copy to be returned and processed by the Fire Department.

2015
ANNUAL OPERATING PLAN
FOR COOPERATIVE FIRE PROTECTION AGREEMENT
Between
U.S. D.A. FOREST SERVICE – HUMBOLDT-TOIYABE NATIONAL FOREST
And
CARSON CITY FIRE DEPARTMENT

I. IDENTIFICATION

This operating plan is between the Humboldt-Toiyabe National Forest, hereinafter called Forest Service, and the Carson City Fire Department, hereinafter called Department.

II. AUTHORITY

This Annual Operating Plan (AOP) is required by the Cooperative Fire Protection Agreement #12-FI-11041701-019 (herein after called the Agreement) between the Carson City Fire Department and the Humboldt-Toiyabe National Forest dated January 15, 2012. This plan shall be attached to and become part of the Agreement upon signature of all parties, and shall be reviewed annually not later than March 30. Upon annual review of AOP if Department and Forest Service agree no changes are necessary a letter, signed and dated by both parties, documenting that decision will be issued by Forest Service to Department. In addition a copy of this letter will be placed in the "official" agreement file located at the Forest Supervisor's Office.

III. PURPOSE

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

IV. DEFINITIONS AND DESCRIPTIONS

A. Protection Units

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

1. Humboldt-Toiyabe National Forest, Carson Ranger District
2. Carson City Fire Department

B. Direct Protection Areas:

Each agency assumes the responsibility to directly provide adequate fire protection services to the lands of the other agency.

C. Protection Area:

The agencies agree to exchange maps of the protection districts.

The Department is primarily responsible for suppression of structural fires and wildland type fires occurring to property of residents within the city of Carson City.

The Forest Service is primarily responsible for suppression of wildland fires within the protection boundaries of the Humboldt-Toiyabe National Forests and lands identified as Direct Protection Area (DPA) lands under the California Cooperative Fire Protection Agreement.

The Forest Service will not assume the protection or suppression responsibility for wildland/urban interface lands that are the legal jurisdiction of another entity (State, Tribal, County, local, or property holder) unless the county, or local government entity assumes the lead responsibility for structural protection.

D. Mutual Dispatch Areas (MDAs):

Protection units shall coordinate their initial attack response by identifying the "closest forces" and agreeing which resources will be automatically dispatched.

E. Mutual Aid:

It is understood that the mission and intent of both Parties 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. All ground resources may be considered mutual aid for up to 24 hours. The Mutual Aid period is defined as follows: the 24 hour period following the initial dispatch of suppression resources. All assistance beyond this 24 hour period may be considered assistance by hire, and will be billed retroactively for the full period from the time of initial dispatch. Mutual aid shall be provided within the limits of local resources. 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.

F. Assistance by Hire

1. Hand crews are considered assistance by hire
2. All resources provided by DEPARTMENT for suppression activities on Federal Agency jurisdiction fires during the "off season" will be considered Assistance by Hire. This period is defined as the period of time that the USFS does not normally have its initial attack engine resources staffed. This is usually between October 15th and May 15th.
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G. Cost Sharing: On multi-jurisdictional incidents and or incidents that threaten to burn across direct protection boundaries, the parties agree to jointly develop a cost share agreement which details a fair distribution of financial responsibilities as described in the Cooperative Fire Protection agreement.

H. Third Party Cost Recovery: 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. 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. The other Parties law enforcement and/or fire investigation personnel may assist the lead agency in making those assessments. Consequently, at the outset of the investigation of multi-jurisdictional fires, the lead agency must invite the other Parties 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.

For all fire trespass matters, both Parties will provide cost figures and cost documentation to the lead agency. Such costs include fire suppression, natural resource damages, emergency stabilization, and rehabilitation. An estimate of these costs shall be provided to the lead agency within 180 days of the fire being declared out. As final costs are determined, this information also will be provided to the lead agency.

V. PROTECTION ORGANIZATION & RATE SCHEDULE

1. Billable protection rates will conform to the rate schedule.
2. Portal to Portal pay provisions will be acceptable when the Department personnel have been designated entitlement to "portal to portal pay" by home agency per the rate schedule.
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- 5.. 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 at the location of the incident or RON while in travel status.

DEPARTMENT RATE SCHEDULE

All rates based on actual cost to the Fire Department. Billed rate will be at the actual cost and may be lower than the rate quoted in this document. Backfill (for Shift Fire personnel only) personnel and their invoices amounts will be shown on the same invoice as incident personnel. Backfill dates will be noted.

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 and will include travel time and will be staffed with the minimum number of personnel listed for each piece of equipment.

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(Vehicle use only - no staffing included) \$240/hr
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(Staffed with 2 people) \$255/hr

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- Captain \$59/hr
- Pump Operator/Driver \$53/hr
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• Van	\$65/day + \$.65/mile
• Pickup (¾ ton or larger)	\$80/day + \$.65/mile
• SUV	\$80/day + \$.65/mile

FOREST SERVICE RATE SCHEDULE

Rates based on estimated actual cost to government personnel per 2015 Work Plan for Carson Ranger District. Billed rate will be at the actual cost and may be different than the rate quoted in this document.

<u>EQUIPMENT</u>	<u>BASE RATE PAY PER HOUR</u>	<u>OVERTIME RATE PER HOUR</u>
Brush Engine – Type IV (Staffed with Capt plus 4 Personnel rates)	\$150.00/hr	\$225.00/hr
SUV	\$0.30/mi	
Pick Up	\$0.35/mi	
Engine Type IV	\$1.50/mi	\$29.00/hr for pump
Engine Type VI	\$0.52/mi	\$70.00/hr for pump

PERSONNEL

Division Chief Officer	\$48.00/hr	\$72.00/hr
Battalion Chief Officer	\$38.00/hr	\$57.00/hr
Fire Operation Specialist	\$39.00/hr	\$59.00/hr

VI. MAPS

The following items should be shown on each map:

1. Protection Boundary
2. Protection Unit Facilities

VII. OPERATING PROCEDURES

A. Notification and Reports

1. Fires occurring on or threatening lands inside the boundaries of Department will be reported immediately to Carson City 9-1-1 Dispatch, phone 9-1-1

2. Fires occurring on or threatening lands of federal ownership inside the boundaries of the Forest Service will be reported immediately to the SFIDC Dispatcher, telephone 775-883-3535. On Call after hour numbers are; 775-721-0312 and 775-230-4782.
3. The initial fire report will include, if available, the following information: location, present size, type of fuel, rate of spread, time discovered, and name, location and telephone number of reporting party.
4. Once unified command is established SFIDC (Minden), if staffed, will become the single point ordering contact point and servicing Dispatch Center for the wildland incident.

VIII. SHARING OF COMMUNICATIONS 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 band" mode only.

Federal frequencies per this Plan:

<u>RX</u>	<u>TX</u>	<u>USE</u>
169.875	169.875	FOREST NET/SIMPLEX
169.875	170.475	FOREST NET/ REPEATER
169.975	169.975	2 ND FOREST NET/LEVIATHAN/SIMPLEX
169.975	171.425	2 ND FOREST NET/LEVIATHAN/REPEATER
168.200	168.200	Crew Net (tac)

HTF Repeater Tones

Tones	Frequency	Name
1	110.9	Slide
2	123.0	Peavine
3	131.8	Hawkins
4	136.5	Rawe
5	146.2	Lobdell
6	156.7	Mean
7	167.9	Cory
8	103.5	Leviathan (2 nd Forest Net Only)

Department frequencies per this plan:

<u>RX</u>	<u>TX</u>	<u>USE</u>
154.145	154.145	CCFD Tac
154.430	153.845	CCFD Command (071.9)

IX. PERSONAL PROTECTIVE EQUIPMENT

The Forest Service may loan the Department personal protective equipment required for wildland fire suppression. All equipment loaned must be documented on an AD-107 "Report of Transfer or Other Disposition or Construction of Property" and FS 6400-6 "Property Use Notice". Such property will remain the property of the U.S. Government and shall be returned to the Forest Service at the end of the fire season.

X. FIRE PREVENTION ACTIVITIES

A. General Cooperative Activities:

All protection units will, to the extent possible, provide fire prevention programs, inspections, and enforcement as necessary to adequately address the fire problem 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.

XI. GENERAL PROVISIONS:

A. Local Fire Team

Participation of Department fire resources is encouraged on area and national IMT's and as single resources. Payment of personnel will be in accordance with the approved rate schedule included in this AOP.

B. Updating of Plan:

All units will meet at least annually prior to March 30, to review the entire Operating Plan and update it as necessary.

C. Interagency Training:

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

1. Participate in shared local level training at each other's facilities on an on-going basis.
2. Allocate available slots in appropriate formalized training sessions for personnel of the other agencies.
3. Department agrees to adhere to NWCG 310-1 training standards when assigned to a federal incident outside their jurisdictional area.

D. Agency Personnel Policies:

It is agreed that employees of the Parties to this Agreement shall at all times be subject only to the laws, regulations, and rules governing their employment, regardless of agency, and shall not be entitled to compensation or other benefits of any kind other than that specifically provided by the terms of their employment and will adhere to the IIBMH guidelines when assigned to Federal incidents.

E. Claims:

Except as otherwise provided in the Master Agreement, all parties to this agreement may reimburse each other providing resources were ordered through the dispatch system for the cost of emergency apparatus or equipment loss or damage where the loss or damage is directly attributable to the incident, and where the local agency, its employees, and/or operational failures in the emergency apparatus or support equipment are not a contributing factor to such damage or loss. Loss or damage to local agency emergency apparatus or support equipment while travelling to or from an incident, and repairs due to normal wear and tear or due to negligent or unlawful operation by the operator shall be the responsibility of the local agency providing the emergency apparatus or support equipment.

Loss or damage to local agency emergency apparatus or support equipment occurring on an incident as provided in this agreement is to be reported to the incident finance section to ensure proper documentation and investigation.

Should parties to this agreement not be able to resolve a claim regarding compensation, reimbursement, damage or equipment repair through negotiation with an IMT or agency, it should contact the appropriate agency's administration offices.

XII. STAFFING PLAN

A. Anticipated Deployment Period: May thru October

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

Concurrence:

_____ Date _____
WILLIAM A. DUNKELBERGER,
Forest Supervisor
Humboldt-Toiyabe National Forest

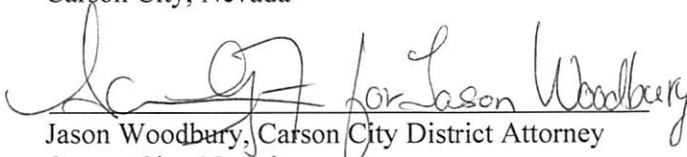
_____ Date _____
ROBERT L. CROWELL, Mayor
Carson City, Nevada

MICHAEL WILDE
Carson District Fire Management Officer
Humboldt-Toiyabe National Forest
Date _____



Robert F. Schreihans, Fire Chief
Carson City Fire Department
Date 6-9-15

Susan Merriwether
Carson City Clerk/Recorder
Carson City, Nevada
Date _____



Jason Woodbury, Carson City District Attorney
Carson City, Nevada
Date 6-9-2015

DEBBIE LYNCH
USDA Forest Service
Grants Management Specialist
Date _____

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1. Participate in shared local level training at each other's facilities on an on-going basis.
2. Allocate available slots in appropriate formalized training sessions for personnel of the other agencies.
3. Department agrees to adhere to NWCG 310-1 training standards when assigned to a federal incident outside their jurisdictional area.

D. Agency Personnel Policies:

It is agreed that employees of the Parties to this Agreement shall at all times be subject only to the laws, regulations, and rules governing their employment, regardless of agency, and shall not be entitled to compensation or other benefits of any kind other than that specifically provided by the terms of their employment and will adhere to the IIBMH guidelines when assigned to Federal incidents.

E. Claims:

Except as otherwise provided in the Master Agreement, all parties to this agreement may reimburse each other providing resources were ordered through the dispatch system for the cost of emergency apparatus or equipment loss or damage where the loss or damage is directly attributable to the incident, and where the local agency, its employees, and/or operational failures in the emergency apparatus or support equipment are not a contributing factor to such damage or loss. Loss or damage to local agency emergency apparatus or support equipment while travelling to or from an incident, and repairs due to normal wear and tear or due to negligent or unlawful operation by the operator shall be the responsibility of the local agency providing the emergency apparatus or support equipment.

Loss or damage to local agency emergency apparatus or support equipment occurring on an incident as provided in this agreement is to be reported to the incident finance section to ensure proper documentation and investigation.

Should parties to this agreement not be able to resolve a claim regarding compensation, reimbursement, damage or equipment repair through negotiation with an IMT or agency, it should contact the appropriate agency's administration offices.

XII. STAFFING PLAN

A. Anticipated Deployment Period: May thru October

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

Concurrence:

WILLIAM A. DUNKELBERGER,
Forest Supervisor
Humboldt-Toiyabe National Forest
Date _____

ROBERT L. CROWELL, Mayor
Carson City, Nevada
Date _____

MICHAEL WILDE
Carson District Fire Management Officer
Humboldt-Toiyabe National Forest
Date _____



Robert F. Schreihans, Fire Chief
Carson City Fire Department
Date 6-9-15

Susan Merriwether
Carson City Clerk/Recorder
Carson City, Nevada
Date _____

Jason Woodbury, Carson City District Attorney
Carson City, Nevada
Date _____

DEBBIE LYNCH
USDA Forest Service
Grants Management Specialist
Date _____