



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: July 6, 2017

Staff Contact: Sean Slamon, Fire Chief (sslamon@carson.org)

Agenda Title: For Possible Action: To approve an Interlocal Contract and Operating Plan between the United States Department of the Interior (USDI) Bureau of Land Management, the United States Department of Agriculture (USDA) Forest Service Humboldt-Toiyabe National Forest and the Consolidated Municipality of Carson City, and to authorize the Mayor to sign the agreements on behalf of Carson City. (Sean Slamon)

Staff Summary: This Interlocal Contract and Operating Plan strengthen Carson City's ability to respond to wildland fires. Additionally, they create a means for financial assistance to be provided to Carson City through the contract which will be used to pay for operational expenses incurred in fighting wildland fires and other emergencies.

Agenda Action: Formal Action/Motion

Time Requested: 10 minutes

Proposed Motion

I move to enter into an Interlocal Contract and Operating Plan between the The Bureau of Land Management, USDA Forest Service (Humboldt-Toiyabe National Forest) and the Consolidated Municipality of Carson City, and to authorize the Mayor to sign the agreements on behalf of Carson City.

Board's Strategic Goal

Safety

Previous Action

Carson City has had an Interlocal Contract and Operating Plan with the Bureau of Land Management, and the USDA Forest Service (Humboldt-Toiyabe National Forest) for the past 5 years as part of its Wildland Fire Program. The agreement and operating plan provides for cooperation in the wildland fire management (prevention, detection and suppression of wildland fires) and in all-hazard emergency support function activities as requested and authorized. This agreement also facilitates the exchange of personnel, equipment, facilities, aircraft, supplies, services, and funds among the agencies.

The agreement and operating plan describes the conditions in which "mutual aid" periods are established to provide resources to each other on a non-reimbursable basis. The agreement and operating plan also describes the conditions of "Assistance by Hire" on a reimbursable basis. The agreement and operating plan can be used to provide resources for Federal Incident Management Teams.

The current agreement will expire in June, 2017. The operating plan is directly related to the agreement.

Background/Issues & Analysis

This Interlocal Contract and Operating Plan between the Bureau of Land Management, the USDA Forest Service (Humboldt-Toiyabe National Forest) and the Consolidated Municipality of Carson City is for the purpose of administering a Wildland Fire Program. Without the ability to enter into this agreement and plan critical resources would be depleted.

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.

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number:

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: It is not possible to determine the fiscal impact. The impact will be based upon the number and severity of the wildfires within the Carson City proper.

Alternatives

To decline to enter into this Interlocal Contract and Operating Plan between the Bureau of Land Management, and the USDA Forest Service (Humboldt-Toiyabe National Forest). This would place the full financial costs of any wildland fires on Carson City.

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

COOPERATIVE FIRE PROTECTION AGREEMENT
Between

CARSON CITY FIRE DEPARTMENT
(DUNS #782889851)

And

USDA FOREST SERVICE
HUMBOLDT-TOIYABE NATIONAL FOREST
(DUNS #929332484)

And

USDI BUREAU OF LAND MANAGEMENT
CARSON CITY DISTRICT
(DUNS #084359236)

This Cooperative Fire Protection Agreement is made and entered into by and between the United States Department of Agriculture, Forest Service (USFS), Humboldt-Toiyabe National Forest (HTF), individually referred to as Forest Service; United States Department of Interior, Bureau of Land Management, Carson City District, individually referred to as BLM; and the Carson City Fire Department, hereinafter referred to as the District/Department. When represented jointly the Forest Service and BLM will be referred to as Federal Agencies. Collectively, all will be referred to as Parties.

The above Parties are acting 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)
- Wyden Amendment, Section 323(A) of the Department of the Interior and Related Agencies Appropriations Act, 1999 as included in Public law 105-277, Div. A, Section 101(e) as amended by PL 109-54, Sec. 434 and the Omnibus Public Lands Act, PL 111-11, Sec. 3001 National Indian Forest Resources Act (PL 101-630, Title III)
- Robert T. Stafford Act Disaster Relief and Emergency Assistance Act, Public Law 93-288
- Homeland Security Act of 2002 (H.R. 5005-8)
- Homeland Security Presidential Directive-5 (HSPD-5)
- Post-Katrina Emergency Management Reform Act of 2006. (P.L. 109-295, 120 Stat. 1355)
- 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)
- Nevada Revised Statutes Chapter 277
- Disaster Relief Act of May 22, 1974 (42 USC 5121 as amended)
- Nevada Revised Statutes Chapter 474

- Nevada Revised Statutes Chapter 266
- Nevada Revised Statutes Chapter 414 Emergency Management
- Department of the Interior and Related Agencies Appropriations Act, 1999 as included in Public law 105-277, Div. A, Section 101(e)
- Taylor Grazing Act of June 28, 1934 (48 stat. 1269; 43 USC 315)

I. PURPOSE

The purpose of this Agreement is to provide for cooperation in the wildland fire management (prevention, detection and suppression of wildland fires) and in all-hazard emergency support function activities as requested and authorized. This agreement also facilitates the exchange of personnel, equipment, facilities, aircraft, supplies services, and funds among the agencies.

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 can be used to provide resources for Federal Incident Management Teams.

Upon execution, this agreement supersedes all previous agreements between any of the Parties.

II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS

The Federal Agencies have the responsibility for prevention, protection and suppression of wildland fires on federally administered lands, and on adjacent or intermingled State and private forested/range lands as identified through written agreement.

The District/Department is primarily responsible for all hazard response, prevention, structure suppression, and wildland fire suppression occurring to property within their jurisdictional boundaries. These structures and lands protected by the District/Department are intermingled or adjacent to lands protected by the Federal Agencies.

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

It is also mutually advantageous for the Parties to provide support and participate in presidentially declared emergencies and disasters.

III. DEFINITIONS

1. **Administration/ Planning:** Parties will work together for joint pre-incident planning and administration preparation to coordinate incident operations including development of response plans for high-hazard communities.
2. **Agency Representative:** This Incident Command System position serves as the point of contact for an assisting or cooperating agency which has been delegated authority to make decisions on all matters affecting that agency’s participation at the incident.

3. **Agency Administrator:** The official responsible for the management of a geographic unit or functional area. The managing officer of an agency, division thereof, or jurisdiction having statutory responsibility for incident mitigation and management. Examples: NPS Park Superintendent, BIA Agency Superintendent, USFS Forest Supervisor, BLM District Manager, FWS Refuge Manager, State Forest Officer, Tribal Chairperson, Fire Chief, Police Chief.
4. **Boundary Line Fire:** Fire occurrences on lands of intermingled and/or adjoining protection responsibilities.
5. **Closest Forces Concept:** Dispatch of the closest available initial attack suppression resources.
6. **Extended Attack Fire:** A fire which has exceeded, or is expected to exceed initial attack capabilities or prescription.
7. **Fee Basis Acquisition of Services:** One agency provides fire management services on the lands under the jurisdiction of another and payment is provided for the service. For a given fee, one agency can become the protecting agency for the other. The fee (or cost) is the price for the work agreed to be performed on each acre of land.
8. **Fire Management Activities and/or Services:** Any or all activities that relate to managing fire or fuels on lands under the jurisdiction of any agency to this Agreement. Activities include, but are not limited to: suppression, prescribed fire/fuels management, fire analysis/planning, rehabilitation, training, prevention, public affairs, and other beneficial efforts.
9. **Geographic Area Coordination Center (GACC):** The physical location of an interagency, regional operation center for the effective coordination, mobilization and demobilization of emergency management resources. A coordination center serves federal, state and local wildland fire agencies through logistical coordination of resources throughout the geographic area, and with other geographic areas, as well.
10. **Division of Emergency Management Coordination Center (DEMC):** This coordination center is recognized as a local center under the Sierra Front Interagency Dispatch Center and /or Great Basin Coordination Center (GBCC) and serves Nevada State (excluding the NDF) and local government agencies through logistical coordination of resources within the Great Basin and other geographic areas utilizing the Resource Ordering and Status System (ROSS).
11. **Initial Attack:** A preplanned response to a wildfire given the wildfire's potential. Initial attack may include size up, patrolling, monitoring, holding action or suppression.
12. **Initial Attack Fire:** A fire that is generally contained by the first dispatched fire suppression resources without significant augmentation or reinforcement.
13. **Initial Attack Area:** An identified area in which predetermined resources would normally be the initial resource to respond to an incident as identified in the jurisdictional maps in the Operating Plan (OP).
14. **Interagency:** Involvement of two or more agencies to this Agreement.

15. **Jurisdictional Agency:** The Agency having land and resource management and/or protection responsibility for a specific geographical or functional area as provided by federal, state or local law or agreement.
16. **Mutual Aid (Reciprocal Fire Suppression):** Reciprocal fire suppression is the act of helping the protecting Agency to suppress wildfires. Reciprocity is attained by agreeing among agencies regarding the kind, location and numbers of firefighting resources which will automatically be made available as part of the initial response to a wildfire, regardless of the protecting Agency. The kind, location, and numbers of resources which constitute reciprocity are defined in the Operating Plan (OP). Reciprocity may be thought of as the implementing mechanism of the closest forces concept.
17. **Off Season:** This period is defined as the period of time where Federal Agencies typically do not have their initial attack resources readily available and local government resources utilized will be considered assistance by hire. Off season dates are defined in the OP.
18. **Operating Plan - Statewide:** A plan which will include all statewide considerations. This will be developed at the state level and approved by affected federal, tribal, and state agencies.
19. **Operating Plan – Local Sub-geographic Area:** A plan generated at a local sub-geographic level and authorized by Unit Administrators for implementing the Master Cooperative Wildland Fire Management Agreement in their respective areas of responsibilities.
20. **Personal Protective Equipment (PPE):** Based on National Wildfire Coordinating Group (NWCG) standards equipment and clothing required to mitigate the risk of injury from or exposure to hazardous conditions encountered during the performance of duty.
21. **Preparedness:** Activities that lead to a safe, efficient, and cost effective fire management program in support of land and resource management objectives through appropriate planning and coordination.
22. **Prescribed Fire:** Any fire intentionally ignited by management actions in accordance with applicable laws, policies, and regulations to meet specific objectives.
23. **Prevention:** Activities directed at reducing the incidence of fires, including public education, law enforcement, personal contact and the reduction of fuel hazards (fuels management).
24. **Procurement Documents:** Agency specific financial obligation documents.
25. **Protecting Agency:** The Agency responsible for providing direct incident management within a specific geographical area pursuant to its jurisdictional responsibility or as specified and provided by federal or state law, contract, cooperative agreement, etc.
26. **Protection:** The actions taken to limit the adverse environmental, social, political, economic, and community values at risk.

27. **Protection Area:** That area for which a particular fire protection organization has the primary responsibility for attacking and uncontrolled fire and for directing the suppression action.
28. **Protection Area Maps:** Official maps which identify areas of direct fire protection responsibility for each agency.
29. **Protection Boundary:** The exterior perimeter of an area within which a specified fire agency has assumed a degree of responsibility for wildland fire control. It may include land in addition to that for which the agency has jurisdiction or contractual responsibility.
30. **Reimbursable Costs:** All costs associated with operations and support ordered on a resource order or project plan by or for an incident or project within the provisions of this Agreement. Actual costs may include, but are not limited to, the following:
 - a. Agency costs for transportation, salary, benefits, overtime, backfill for personnel assigned to an incident, project or repositioning of resource and per diem of individuals assigned to the incident or project.
 - b. Additional support dispatching, warehousing or transportation services supporting a resource order.
 - c. Cost of equipment in support of the incident such as contract equipment, approved equipment repairs, and operating costs for agency equipment (use). For long duration assignments (greater than 30 days), Fixed Ownership Rates (FOR) may be charged to the incident for each completed 30-day period.
 - d. Aircraft, airport fees, and retardant and other fire chemical costs.
 - e. Agency-owned equipment and supplies lost, damaged, or expended by the supporting agency.
 - f. Cost of supplies expended in support of the incident. Supplies are defined as per National Mobilization Guide.
 - g. Charges from state-provided resources.
 - h. Federal, State and local agency equipment rates listed in the rate schedule are considered “wet” and operating costs (such as fuel) should be factored into the rate schedule. Fuel, oil and other operating supplies provided at the incident are billable by the incident agency. Operating supplies for rental vehicles are reimbursable and may be billed to the incident agency.
31. **Servicing Dispatch Center:** The dispatch center of the federal agency or Department/District who supports the initial response resources and/or first qualified agency fire officer on-scene who assumes command responsibility.
32. **Supplemental Fire Department Resources:** Overhead tied to a local fire department generally by agreement, which are mobilized primarily for response to incidents or wildland fires outside their district or mutual aid zone. They are not a permanent part of the local fire organization and are not required to attend scheduled training, meetings, etc. of the department staff.
33. **Supplemental Fire Suppression and Cost Share Agreement:** A document prepared to distribute costs on a multi-jurisdictional incident.
34. **Supporting Agency:** An agency providing suppression or other support and resource assistance

to a protecting agency.

- 35. **Suppression:** Management action to extinguish a fire or confine fire spread beginning with its discovery.
- 36. **Third Party:** A municipal or rural fire district that does not have a local agreement with a federal agency but is formally recognized by their respective state and has entered into a local agreement with the state for fire management services.
- 37. **Unit Administrator:** The individual assigned administrative responsibilities for an established organizational unit, such as Forest Supervisor for the Forest Service, District Manager for the Bureau of Land Management, Agency Superintendent for the Bureau of Indian Affairs, Park Superintendent for the National Park Service, and Project Leader for Fish and Wildlife Service, State Forester/Fire Warden for Nevada Division of Forestry (NDF) and local jurisdiction administrator.
- 38. **Wildfire:** An unplanned, unwanted wildland fire, including unauthorized human-caused fires, escaped wildland fire use events, escaped prescribed fire projects and all other wildland fires where the objective is to put the fire out.
- 39. **Wildland Fire:** A non-structure fire that occurs in vegetation or natural fuels. Wildland fires are categorized into two distinct types:
 - a. **Wildfires** – Unplanned ignitions or prescribed fires that are declared wildfires
 - b. **Prescribed Fires** – Planned ignitions

IV. GENERAL PROVISIONS

OPERATING PLANS. The Parties will meet annually, prior to the initiation of fire season (recommend by April 1) to prepare an Operating Plan (OP). This OP will include mutual aid time/duration and distance/boundaries; command structure; communications; qualifications; reimbursement/compensation; cooperation; agency reviews and investigations; dispatch center operations; protection area maps for all Parties and any other items identified in this Agreement as necessary for efficient implementation. The OP shall become attached to and a part of this Agreement. If an OP has not been executed for the current year, the last executed OP shall be used.

RECIPROCAL FIRE PROTECTION (Mutual Aid). 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 length of mutual aid period should not exceed 24 hours, unless specifically stated by agreement or contract, and will be documented in the OP.

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

District/Department may provide out-of-region assistance as defined within the Nevada Intrastate Mutual Aid System Operating Plan to the federal agencies when requested. Maps for this region will be attached to the OP. Such assistance will be Assistance-by-Hire unless otherwise specified as mutual aid in the OP pursuant to this agreement.

Local fire department personnel responding to incidents on BLM lands must:

- be 18 years of age or older;
- have and use the required personal protective equipment (PPE) found in the *Interagency Standards for Fire and Fire Aviation Operations* (“Red Book” Ch. 7) or equivalent; and
- have a basic level of wildland fire training. The National Wildfire Coordinating Group (NWCG) course S-190 and S-130 are recommended, both courses can be modified to fit local needs.

Non-dispatched resources from any party will be considered a voluntary contribution.

All resources provided by the District/Department for suppression activities on federally administered lands during the “off season” will be considered assistance by hire. This period is defined as the period of time that Federal Agencies typically do not have their initial attack resources readily available. Off season dates are defined in the OP.

The Federal Agencies and the District/Department will provide current rate schedules and updates when rates change. The rates will be posted and updated in the OP.

Fire engines (all types), water tenders (all types) and initial attack overhead are mutual aid resources. All other resources, personnel and equipment are assistance by hire including personnel assigned to recognized incident management teams. Aircraft and hand crews and their associated support costs are considered assistance by hire.

REQUESTED ASSISTANCE. 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.

CLOSEST FORCES. The Department/District and the Federal Agencies 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 appropriate 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. The first qualified agency fire officer on-scene shall assume command responsibility, and will transition to a qualified incident commander upon their arrival. The servicing dispatch center shall be notified of all changes in command as soon as possible. This philosophy will also be applied to ongoing incidents whenever there is a critical and immediate need for the protection of life and property. Beyond “initial attack”, this concept is modified and the Protecting Party will request the “most appropriate resource” to aid in the suppression of a wildfire.

INDEPENDENT ACTION. Except as otherwise described in the OP, any Party on its own initiative and without reimbursement may go upon lands protected 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 an incident independently, the Supporting Party will furnish the Protecting Party a preliminary report (verbal) within 24 hours of the action taken and a written incident report within ten (10) days.

ALL HAZARD RESPONSE. The Federal Agencies shall not respond to all hazard incidents (i.e., structure fires, vehicle fires or traffic accidents) in lieu of the District/Department. The District/Department has the authority to mitigate any all hazard incidents considered to be a hazard to the public. The Federal Agencies may, as trained and available, respond to such incidents when adjacent wildlands covered under this Agreement are threatened by fire from such incidents

NOTIFICATIONS. Supporting 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 OP, detailing what equipment and personnel have been dispatched to the incident location.

BOUNDARY LINE FIRES. 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 is taking action. Each party will make every reasonable effort to communicate with the other Parties concerning the fire. The officer-in-charge who arrives first at the fire will act as initial attack Incident Commander. When all Parties have arrived, they shall establish a command structure including Unified Command, as appropriate and notify the servicing dispatch center.

COST SHARING. Whenever multiple jurisdictions are affected due to the location of a fire, it is mandatory to develop and implement a Cost Share Agreement (or Apportionment Process, if applicable). The Operating Plan must address how the Parties to this Agreement will handle cost-sharing for wildland fires that spread to another jurisdiction.

The Agencies agree that all reasonable and necessary costs incurred to meet the protection responsibilities within an 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.

Incidents within the mutual aid period not utilizing assistance by hire resources do not require a cost share.

If the District/Department is covered under a Wildland Fire Protection Program (WFPP) agreement with NDF and the incident falls under that agreement, NDF will be a signatory party on the cost share.

COMMUNICATION SYSTEMS. 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 OP. Pre-identified

incident communication protocols will be established and followed (e.g., frequencies plans, points of contact, and interoperable radio hardware).

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. OPs 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/or reimbursed. Any shared cost or reimbursements will be governed in accordance with the existing policy of involved Parties.

NATIONAL INCIDENT MANAGEMENT SYSTEM. The Parties to this Agreement will operate under the concepts defined in the National Incident Management System (NIMS) including: the Incident Command System (ICS), qualification 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. 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 jurisdictional agency shall apply.

DETERMINATION OF CAUSE AND PRESERVATION OF EVIDENCE. 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. Each Party will promptly notify the other Parties when there is potential for cost recovery on a fire occurring on lands under the jurisdiction of the other Party.

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. Each Party will bear the cost of training for their respective employees unless specifically addressed in the OP.

EQUIPMENT. 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. This includes fuel, lubricants, and maintenance. See III.31 Definitions, reimbursable equipment costs. 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 District/Department, State and Federal regulations.

BILLING PROCEDURES. 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 or cost share

agreements). All billing packages will include documentation showing the order was processed through and tracked by the Protecting agency. This request process requires the servicing dispatch center to notify the Federal Agency duty officer prior to submission of the request to DEMC.

For reimbursement under the terms of this agreement all resource orders beyond initial attack must be mobilized and processed by an interagency dispatch center.

Reimbursable costs may also include transportation, salary, benefits, overtime, and per diem of District/Department personnel assigned to Incident Management Teams and those resources dispatched to other miscellaneous assignments. Rates and conditions of use for the equipment and personnel will be mutually agreed to and documented in the OP. Reimbursement will not be provided for both the “backfill” resource and resources mobilized to an incident for the same time period (i.e., Only one type of resource may be billed per day – either the backfill resource or the incident resource. Occasionally, more than one person may be required to fulfill an agency’s backfill shift requirement. In those cases, no more than 24 hours per day will be billed for the backfill resources.).

On fires where costs are incurred pursuant to the terms of this agreement, the Supporting Party 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. Payment shall be made to the Supporting Party within 90 days after receipt of the billing invoice.

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.

Wildland Fire Protection Program (WFPP) - If the District/Department is covered under a WFPP agreement with NDF and the incident falls under that agreement, billings may be submitted to NDF. Costs for incidents that do not fall under a WFPP agreement shall be billed to the appropriate Federal Agency.

INDIRECT COST RATES - COOPERATIVE FIRE PROTECTION. When indirect cost rates are applied to federal reimbursements, the Parties agree to the following:

1. If the payment recipient has never received or does not currently have a negotiated indirect cost rate, they are eligible for a de minimis indirect cost rate up to 10% of Modified Total Direct Costs (MTDC). MTDC is defined as all salaries and wages, fringe benefits, materials and supplies, services, travel, and contracts up to the first \$25,000 of each contract.
2. For rates greater than 10%, the payment recipient shall provide either an applicable negotiated indirect cost rate agreement (NICRA) from a cognizant Federal agency, or an indirect cost rate summary in a format that clearly defines the indirect cost rate and MTDC.

3. The payment recipient must maintain adequate documentation to support the methodology and computation of the indirect cost rate. Documentation must be made available to the Federal agency upon request.
4. Failure to provide adequate documentation supporting the indirect cost rate could result in disallowed costs and repayment to the Federal agency.

APPROPRIATED FUND LIMITATION. Parties to this agreement are not obligated to make expenditures of funds or reimbursement of expenditures under terms of this agreement unless the Congress of the United States of America appropriates such funds for that purpose by the Counties of Carson City, by the Cities of Carson City, and/or the Board of Supervisors.

FIRE PREVENTION. 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.

NONDISCRIMINATION. The District/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.

FREEDOM OF INFORMATION ACT (FOIA) 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).

PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal District/Department Contacts:

| District/Department Program Contact | District/Department Administrative Contact |
|--|--|
| Name: Address: City, State, Zip: Telephone: FAX: Email: | Name: Address: City, State, Zip: Telephone: FAX: Email: |

Principal Forest Service Contacts:

| Forest Service Program Manager Contact | Forest Service Administrative Contact |
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|--------------------------|------------|
| FS Agreement No. | _____ |
| BLM Agreement No. | _____ XXXX |
| Cooperator Agreement No. | _____ XXXX |

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|--|--|
| Name: Address: City, State, Zip: Telephone: FAX: Email: | Name: Irene Burkholder Address: 1200 Franklin Way City, State, Zip: Sparks, NV. 89431 Telephone: 775-355-5364 FAX: 775-355-5399 Email: imburkholder@fs.fed.us |
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Principal Bureau of Land Management Contacts:

| Bureau of Land Management Program Manager Contact | Bureau of Land Management Administrative Contact |
|--|--|
| Name: Dennis Strange Address: 5665 Morgan Mill Road City, State, Zip: Carson City, NV 89701 Telephone: (775) 885-6103 FAX: (775) 885-6106 Email: dstrange@blm.gov | Name: Andy Saindon Address: 5665 Morgan Mill Road City, State, Zip: Carson City, NV 89701 Telephone: (775) 885-6180 FAX: (775) 885-6106 Email: asaindon@blm.gov |

SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM).

District/Department shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM internet site at www.sam.gov.

FIRE RESTRICTIONS AND CLOSURES. Parties will coordinate restrictions and closures to the extent practicable.

PRESCRIBED FIRE AND FUELS MANAGEMENT. The Jurisdictional Party will inform all Parties of prescribed fires it is managing. Support during a prescribed burn is not covered under this Agreement. 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 separate instrument.

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.

RECIPROCAL WAIVER OF CLAIMS. Except as otherwise provided in this agreement, all Parties to this agreement hereby waive claims between and/or against each other arising from the performance of this agreement, for compensation for loss or damage to each other's property, and personal injury including death of employees, agents, and contractors, except that this waiver shall not apply to intentional torts.

Federal Agencies or Cooperators 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 or incident agency to ensure proper documentation and investigation are completed.

If any Party is not able to resolve a claim regarding compensation, reimbursement, damage or equipment repair through negotiation with an assigned Incident Management Team or local incident agency, they should contact the appropriate agency's administrative office in Nevada.

Agencies will be liable for their own actions during mutual aid response or independent action as outlined in clause IV.6.

REIMBURSEMENT FOR EMERGENCY APPARATUS LOSS OR DAMAGE. Parties to this agreement may be reimbursed for the cost of emergency apparatus 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 apparatus or support equipment while traveling 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 is to be reported to the incident finance section (or jurisdictional agency when finance section is not available) to ensure proper documentation and an investigation is completed.

CLAIMS DISPUTE RESOLUTION. Should any Party not be able to resolve a claim regarding compensation, reimbursement, damage or equipment repair through negotiation with the protecting agency, it should be elevated to the next higher level of management for resolution.

MODIFICATION. 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 Federal Agencies are not obligated to fund any changes not properly approved in advance.

COMMENCEMENT/EXPIRATION DATE. 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.

TERMINATION BY MUTUAL AGREEMENT. This Agreement may be terminated, in whole or part, as follows:

- a. When the Federal Agencies and District/Department agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
- b. By 30 days written notification District/Department to the Federal Agencies setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated.
- c. If, in the case of a partial termination, the Federal Agencies determines that the remaining portion of the agreement will not accomplish the purposes for which the agreement was made, the Federal Agencies may terminate the agreement in its entirety.

Upon termination of an agreement, District/Department 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 Federal Agencies shall allow full credit to District/Department for the United States federal share of the non-cancelable obligations properly incurred by District/Department up to the effective date of the termination. Excess funds shall be refunded within 60 days after the effective date of termination.

AUTHORIZED REPRESENTATIVES. 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.

 William A. Dunkelberger
 Forest Supervisor
 Humboldt-Toiyabe National Forest

 Date

 Byron Keely, Grants & Agreements Specialist
 Southwest Idaho/Nevada Acquisition Center
 U.S. Forest Service

 Date

 Ralph Thomas, District Manager
 Carson City District
 Bureau of Land Management

 Date

 Dennis Strange, District Fire Management Officer
 Carson City District
 Bureau of Land Management

 Date

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BLM Agreement No. _____ **XXXX**
Cooperator Agreement No. _____ **XXXX**

David Appold, Chief of Acquisitions
Nevada State Office
Bureau of Land Management

Date

Sean Slamon, Fire Chief
Carson City Fire Department

Date

Robert Crowell, Carson City Mayor
City of Carson City

Date

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BLM Agreement No. _____

Fire Protection District/Department Agreement No. _____

**2017
OPERATING PLAN
for the
COOPERATIVE FIRE PROTECTION AGREEMENT
between the**

CARSON CITY FIRE DEPARTMENT

and

**USDA, FOREST SERVICE
HUMBOLDT-TOIYABE NATIONAL FOREST**

and

**USDI, BUREAU OF LAND MANAGEMENT
CARSON CITY DISTRICT**

This Operating Plan (OP) is entered into by and between the Carson City Fire Department hereinafter referred to as the District/Department; United States Department of Agriculture, Forest Service (USFS), Humboldt-Toiyabe National Forest, hereinafter referred to as the Forest Service; and the USDI, Bureau of Land Management, Carson City District, hereinafter referred to as the BLM. Forest Service and BLM jointly will be referred to as the Federal Agencies. Collectively, all will be referred to as Parties. This OP becomes attached to and made part of the cooperative fire protection agreements listed above.

The Parties agree to the following:

A. PURPOSE:

The purpose of this OP is to define operating procedures and responsibilities within the framework of the above referenced Cooperative Fire Protection Agreement.

B. GENERAL PROVISIONS:

The District/Department is primarily responsible for all hazard response, prevention, structure suppression and wildland fire suppression occurring to property within their jurisdictional boundaries. These structures and lands protected by the District/Department are intermingled or adjacent to lands protected by the Federal Agencies.

Local fire department personnel responding to incidents on BLM lands must:

- be 18 years of age or older;
- have and use the required personal protective equipment (PPE) found in the *Interagency Standards for Fire and Fire Aviation Operations* ("Red Book" Ch. 7) or equivalent; and

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- have a basic level of wildland fire training. The National Wildfire Coordinating Group (NWCG) course S-190 and S-130 are recommended, both courses can be modified to fit local needs.

The Federal Agencies have the responsibility for prevention, protection and suppression, including direct and indirect perimeter control, of wildland fires on federally administered lands, and on adjacent or intermingled State and private forested/range lands as identified through written agreement in the Cooperative Fire Protection Agreement between signatory agencies dated _____. The Federal Agencies will not assume responsibility for structure fire suppression and/or protection that is the legal jurisdictional of another entity (State, County, Local, Tribal or property holder). The Federal Agencies are not responsible for fighting structure fires. However, the Federal Agencies may assist in providing structure protection, but not structure suppression. Such activities will be limited to the exterior of structures, and only when such actions can be accomplished safely and in accordance with established wildland fire operations standards.

The mission and intent of this agreement is to provide for cooperation by the Parties in the wildland fire management (prevention, detection and suppression of wildland fires) and in all-hazard emergency events, conduct support function activities as requested by other Parties, to the extent the provision of such support is properly authorized.

1. The mutual aid period for the purposes of this OP shall be up to 24 hours unless specified otherwise (i.e., cost share agreement).
2. All assistance beyond the 24 hours shall be assistance-by-hire and will be billed retroactively for the full period from the time of initial dispatch.
3. For the purpose of this OP, fire engines (all types), water tenders (all types) and initial attack overhead are understood by the Parties to be mutual aid resources. All other resources, personnel and equipment are assistance by hire including personnel assigned to recognized incident management teams. Aircraft and hand crews and their associated support costs are considered assistance by hire.
4. On multi-jurisdictional incidents a cost share agreement shall be developed, documented and signed. Incidents within the mutual aid period not utilizing assistance by hire resources do not require a cost share. See Exhibit G for cost share agreement template.
5. No Party to this agreement will be required to deplete its own fire protection resources, services and facilities to the detriment of its fire protection responsibilities.
6. Participation of District/Department resources is encouraged on local, geographic and national incident management teams, as well as single resource assignments. Payments of personnel will be in accordance with Exhibit E rates.

All resources provided by District/Department for suppression activities on the federal jurisdiction fires during the “off season” will be considered assistance-by-hire. This period is October 15 to May 15 each year.

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For any “off season” federal fires to be considered for assistance-by-hire reimbursement, the District/Department must:

- Contact the Sierra Front Interagency Dispatch Center immediately, and provide a verbal size-up of the incident upon arrival of the initial attack Incident Commander (IC).
- Furnish the Protecting Party a written incident report within ten (10) days. A sample fire report is included as Exhibit F.
- Ordering of resources beyond the initial response will be coordinated with the federal duty officer.

All billings for fire assistance during this period of time will be billed directly to the appropriate federal agency.

C. AGENCY CROSS NOTIFICATION OF FIRES:

Fires will be reported as follows:

Fires occurring on or threatening lands inside the boundaries of the District/Department will be reported immediately to agency of jurisdiction dispatch center.

Fires occurring on or threatening lands of federal ownership will be reported immediately to the Sierra Front Interagency Dispatch Center (SFIDC).

Initial size up report will be provided to the appropriate dispatch center as soon as possible.

The initial fire report shall include, if available, the following information:

1. Fire Name
2. IC’s Name
3. Location (lat & long and general or common name location)
4. Present size (in acres)
5. Spread Potential
6. Resources needed, increase or decrease response

D. ANNUAL COORDINATION MEETING:

A coordination meeting between the District/Department and the Federal Agencies will be held as needed annually by April 1. This meeting will review the past year of cooperative assistance and revise the OP, as needed. All exhibits will be reviewed, updated as needed, and attached to the OP as part of the annual review. Parties to this agreement will communicate preseason to identify critical resources areas (i.e., critical wildlife habitat, etc.).

Maps which identify each of the Parties’ jurisdictional boundaries will be exchanged and updated annually and provided during the coordination meeting. This is critical in establishing an understanding of responsibilities, unprotected areas, overlap areas, and mutual aid areas.

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Exhibits A and B identify each of the Parties' jurisdictional boundaries and shall become part of this OP. It is preferred that maps be produced in a GIS format.

E. COMMUNICATIONS/FREQUENCIES:

Each Party to this agreement agrees to maintain up-to-date list of telephone numbers for each principal emergency contacts.

Each agency that is signatory to this Operating Plan is permitted to use each other's frequencies during the emergency activities or training to contact resources of the cooperators in conjunction with the communications plan for the incident. The communications plan may be a formal document, as in the case of an incident 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 frequencies is permitted in "narrowband" and VHF mode only. Federal Communications Commission procedures will be followed when operating radio(s) on any Party's frequency.

When multi-agency or a rapidly expanding incident occurs, the use of VFIRE frequencies for the tactical channel is mandatory to ensure common communications on the fire ground. Weather warnings, emergency broadcasts, tactical changes etc. will be transmitted over the command frequency to all units on the scene.

Pre-identified incident communication protocols will be established and followed (e.g., frequencies plans, points of contacts, and interoperable radio hardware).

See Exhibit D for a current list of frequencies and repeater locations.

F. OPERATIONS:

Rapid dispatching of personnel and equipment to fires is primary to both Parties. It is critical that dispatch organizations have clear direction and understanding of procedures. It is equally important that initial attack resources understand their roles and responsibilities, and those of the other agencies. It is highly recommended that all Parties to this document attend annual Computer Aided Dispatch (CAD) or similar reviews. Personnel shall be familiar with the following:

1. When one Party requests assistance for purposes other than mutual aid or initial attack from the other, reimbursement may be provided. Standards for qualifications, training, and physical fitness as set in the National Wildfire Coordinating Group (NWCG) PMS 310-1 "*Wildland Fire Qualification System Guide*" or National Incident Management System (NIMS) Certification Standards are required. At the time of the request, the Supporting Party will identify the person in charge of responding resources.

- a. During initial action, all agencies (federal, state, local and tribal) accept each other's standards. Once jurisdiction is clearly established, then the standards of the agency(s) with jurisdiction prevail.
 - b. Prior to the fire season, federal agencies should meet with their state, local and tribal agency partners and jointly review the qualification/certification standards and Personal Protective Equipment (PPE) that will apply to the use of local, non-federal firefighters during initial attack on fires on lands under the jurisdiction of a federal agency. Each Party will advise the other of applicable cross training opportunities for personnel.
2. Personal Protective Equipment: All fire personnel assigned to fire line suppression duties on an uncontrolled wildfire incident will wear NWCG approved or equivalent appropriate PPE.

Additional PPE as identified by local conditions, material safety data sheet (MSDS) or Job Hazard Analysis/Risk Assessment (JHA/RA) (i.e. specialized leg protection/chaps during chain saw use) may be required.

3. Before fire suppression efforts begin all fire fighters will be briefed.
4. The Parties agree to operate under the concept defined in the National Incident Management System (NIMS) including the Incident Command System (ICS). Unified command should be used whenever multiple jurisdictions are involved, unless extraordinary circumstances dictate otherwise.
5. The Incident Commander (IC) or unified command shall establish a command structure communications plan and incident objectives, identify and make hazards known, and name the incident (if necessary). All resources on scene and arriving will have the incident name provided to them. The Incident Commander will be identified as "Incident Command or IC". The IC shall inform the servicing dispatch center with the incident name, and provide to dispatch their name and agency position title (i.e., Elko Battalion 35).
6. The IC or designee will order and track all resources through a single point. Once unified command is established, the interagency dispatch center will become the single point of ordering.
7. It shall be the policy of all Parties to release a Supporting Party's personnel and equipment from emergency duties as soon as practical and mutually agreed upon between the IC and the Supporting Party.
8. Each Party will make available and familiarize their officers with the contents of this OP.

9. Sierra Front Interagency Dispatch Center will coordinate the use of aircraft resources. The District/Department may order air tanker, helicopter, or observation flights through the interagency dispatch center, but the operational phase will remain under the direction of the incident IC. The District/Department will provide mission objectives, geographic coordination, and hazards in the area (power lines, houses, etc.). Any aircraft not ordered by the Parties to this agreement is limited to operations on private lands, and incident personnel will not have any operational control. It is imperative that District/Department who has non-federal aircraft responding inform the interagency dispatch center. A review of aerial coordination procedures (e.g., frequencies, Fire Traffic Area (FTA)) will be part of the annual coordination meeting agenda. The Federal Agencies will not pay for aircraft that are not approved for federal use. All aviation resources and associated support ordered will be considered assistance-by-hire, and therefore always billable.
- a. 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 fire line. Fixed-wing aircraft include smokejumper aircraft, air tactical platforms, Single Engine Airtankers (SEATs), large airtankers (LAT), and very large airtankers (VLAT). These aircraft play a critical role in supporting firefighters on the ground.
 - b. Pilot and Aircraft Approval: All pilots and aircraft involved with aviation suppression operations over Federal Lands will be approved and/or carded for their specific mission(s) by Office of Aircraft Services (OAS) or United States Forest Service (USFS).
 - c. Boundary Issues: The requirement for increased management and coordination is due to the possibility of two or more agencies/cooperators conducting simultaneous, uncoordinated aviation operations within those areas which would unknowingly put the responding aerial resources within close proximity to one another, placing aircraft and crews at risk. Airspace boundary plans should be employed in areas where this occurs. Any agency conducting aerial operations within a “neutral air” corridor or zone (ten mile width) will immediately notify the adjoining agency/cooperator of such operations. This is accomplished to and from dispatch offices prior to the commencement of operations and when operations cease. Agency aircraft will establish contact on the assigned air-to-air frequency. Should contact not be made, the contact air-to-air frequency will be “Air Guard” 168.625 MHz (TX tone 110.9). Examples of aviation operations include fire reconnaissance, fire suppression missions, special aviation projects, resource management flights, helicopter logging, etc.
 - d. 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 Department of Defense military units, general aviation and other agency aviation programs. Airspace de-

confliction will occur for both emergency and non-emergency aviation activities by contacting the local federal dispatch center.

- e. Temporary Flight Restrictions (TFR): In order to enhance safety during an incident or project, the FAA may be requested to issue a Notice to Airmen (NOTAM) to pilots; these could be either a Temporary Flight Restriction (TFR) or a NOTAM (L) or NOTAM (D).
 - f. Fire Traffic Area (FTA): The Incident Commander or designee will monitor the assigned Air to Ground frequency assigned to the incident.
 - g. At no less than twelve nautical miles from the incident, all aircraft will establish radio communication with the incident before entering the Fire Traffic Area. If positive radio communication is not established, aircraft must hold at seven nautical miles.
10. All Parties will coordinate fire restrictions or closures due to weather or fire severity where practical.
11. 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/jurisdiction. In addition, units are encouraged to undertake joint prevention activities in areas of mutual interest whenever practical.
12. Information and Education:
- a. Joint Press Releases: Parties should develop joint press releases on cooperative fire protection issues/incidents to ensure that the interests of all affected agencies are adequately addressed.
 - b. Smokey Bear Program: Parties should cooperate in the coordinated delivery of Smokey Bear program in direct protection areas.
 - c. 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.
 - d. 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.
13. Cause and Origin Investigations:
- a. Each Party will be responsible for cause and origin investigations within the boundaries of their jurisdictional areas. If multiple jurisdictions are affected by the same wildland fire, the jurisdiction in which the suspected origin is located

will serve as the lead for the investigation. Any Party may request assistance from Agencies outside the suspected origin jurisdiction.

- b. For multi-jurisdictional incidents the lead Agency must invite all Parties' appropriate fire investigation personnel to work jointly with the lead Agency to determine the fire cause and origin, whether the fire was human caused, and if human caused whether it was the result of negligence or intentionally set.
 - c. Where the cooperating agency is federal, appropriate federal law enforcement and/or fire investigation personnel will assist the lead agency in making those assessments.
 - d. For all fire trespass/arson matters, cooperating agencies will provide fire investigation reports, cost figures and cost documentation to the lead agency.
 - i. Costs include, but are not limited to, fire suppression, natural resource damages, emergency stabilization, and rehabilitation.
 - ii. Cooperating agencies will provide an estimate of these costs to the lead agency within 60 days of the fire being declared out.
14. When one Party to this Agreement takes initial action on a fire in another Agency's jurisdiction, every effort will be made to protect the area containing the origin of the fire and protect evidence that may be pertinent to identifying the fire cause. Information generated from investigation of the origin of the fire and other information concerning incendiary fires, etc. will be shared with all Parties to increase probability of prosecution and/or cost recovery.
15. Wildland Urban Interface – The operational roles of the Federal Agencies as partners in the wildland urban interface are wildland firefighting, cooperative prevention and education. Structural fire suppression is the responsibility of State, Local or Tribal governments.
16. Federal Agency firefighters who encounter structure, vehicle, or landfill fires during normal wildland suppression duties, or who are dispatched to such fires due to significant threat to adjacent agency protected lands/resources, will not engage in direct suppression action. Structure protection (not suppression) activities will be limited to exterior efforts, and only when such actions can be accomplished safely and in accordance with established wildland fire operations standards. For the current Great Basin Community and Structure Fire Protection Guidelines see Exhibit H.
17. Emergency Medical Responses – Federal Agency personnel are not funded, trained or equipped to respond to medical emergencies. Under no circumstances will Federal Agency resources be dispatched for medical emergencies.

G. SHARING FACILITIES:

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.

Incidents: Agencies to this agreement agree that the use of facilities will be free for the first twenty-four hours (24) for incident support. After 24 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 goes beyond initial attack and/or a large number of personnel is required by the incident.

H. PROTECTION ORGANIZATION & RATES:

See the Agency Rate Tables in Exhibit E.

I. COST SHARE:

Cost share agreements must be easily understood and correspond to agency cost accounting/tracking methods in order to facilitate the billing process. Jurisdictional agencies should 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 or a combination of the following four criteria:

1. Initial Attack Agreement (mutual aid)
2. Acres Burned
3. 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.
4. Cost Apportionment

Fire cost tracking and accountability (i.e. air tanker and helicopter drop numbers and location) should be established and maintained early during initial attack.

An after-action fiscal review may be conducted at the request of any Party.

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.

- a. Aircraft Costs - Aircraft (fixed and rotor wing) and associated retardant and personnel costs.
- b. Equipment Costs - Emergency equipment used to support the incident.
- c. Incident Cache Costs - Cache costs may include refurbish, replacement, resupply, and labor costs.
- d. 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.
- e. 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, the provisions in the Cooperative Agreement associated with this OP for initial attack assistance at no cost do not apply.
- f. Off-Incident Support Sites - Mobilization, demobilization, rest and recuperation sites, etc., usually serve multiple incidents and are typically not ordered for a specific incident. The incident cost share agreement usually will not address cost sharing of these sites. Incident agencies should establish separate cost share agreements for these items.
- g. On-Incident Support Costs - Costs incurred for services supplied within the incident, e.g., shower units, catering units, commissary units, cache supplies and materials.
- h. Personnel Costs - Costs of assigned incident personnel including the IMT, crews, casuals, etc.
- i. Transportation Costs - Costs associated with movement of resources to and from an incident.
- j. Administrative Surcharge (Indirect Charge) - The Parties to this agreement will not charge each other an Administrative Surcharge/Indirect Charge. Resources obtained via external agreements which include an administrative surcharge are allowable.

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

- a. Accountable Property - Accountable and/or sensitive property, as defined by each agency, that is purchased by the agency and becomes property of that agency.
- b. 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.
- c. Claims Costs - Responsibility for tort claims or extraordinary settlement costs will be addressed through a separate agreement between agencies.
- d. Move Up and Cover Costs - Includes additional costs over and above base salary of “backfilling” agency personnel to meet agency-specific staffing requirements.

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- e. Post-Incident Rehabilitation Costs - Costs incurred to rehabilitate burned lands, such as seeding, check dam construction, and archaeological mitigation.

Final Cost Determination: Costs will be determined by using agency financial records.

Transfer of Responsibility Procedures: When Incident Management Teams (IMTs) are rotated, the departing team must brief their counterparts on all cost sharing agreements and documentation to date, and provide copies of these documents. If there is a change in the Agency Administrators or representatives the departing Agency Administrators shall brief and provide copies of any existing cost sharing agreements and documentation to the incoming Agency Administrators to ensure the incoming Agency Administrators have a clear understanding of all the decisions and agreements used to develop the final cost share percentages and conditions that will be used to generate the final cost share agreement.

Wildland Fire Protection Program (WFFP). If the District/Department is covered under a WFFP agreement with Nevada Division of Forestry (NDF) and the incident falls under that agreement, NDF will be a signatory Party on the cost share. The District/Department is required to notify NDF Duty Officer of any wildland fire within their jurisdiction that may require a cost share agreement. NDF will assume an active role in the development of cost share agreements.

J. COMPENSATION FOR SERVICES:

This portion of the OP establishes standard payment rates and billing procedures for equipment and personnel used for the purpose of this agreement.

It is understood that no Party is entering this plan to make a profit from assisting the other, but rather, developing a method of recovering legitimate expenses. Every effort will be made by the Parties to minimize costs.

1. Within Mutual Aid Period: No billing will occur for expenses with the mutual aid period except for the resources identified as assistance-by-hire.
2. Resources working beyond Mutual Aid Period: The Supporting Agency will bill the Protecting Agency for actual costs incurred for assistance provided and identified as reimbursable. Resources exceeding the mutual aid period will be billed retroactively for the full period from the time of initial dispatch.
3. Incident Billing Documentation: Federal, State and Local cooperators should receive an OF-288, Emergency Firefighter Time Report for each resource assigned to the incident. Resources are to ensure that OF-288s are complete and accurate prior to demobilization from the incident. Incident agencies are not to submit OF-288s to the agency payment center on behalf of the federal (excluding Forest Service AD employees), State or Local cooperators. (Note: On smaller local incidents, an SF-261, Crew Time Report, signed by an incident supervisor will suffice in place of an OF-288.)

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OF-286, Emergency Equipment Use Invoice, shall not be completed by the incident agency for federal, state and local cooperator vehicles (including rental vehicles) nor should any type of equipment invoice be submitted to the Protecting Agency payment center on behalf of the federal, State or Local cooperators. Supporting Agencies will bill the Protecting Agency for vehicle use based on work time recorded on the OF-288 using the guidelines below.

It is recommended that District/Department resources utilize Exhibit I when checking in with Finance personnel at an incident to avoid confusion regarding which forms are required to be completed for District/Department resources.

Non-Billable Items: The following items are NOT considered billable by the Parties:

- a. Agency overhead personnel performing agency specific duties and not assigned to the incident
- b. Non-expendable accountable property
- c. Interest and indemnities payments
- d. Agency specific Burned Area Emergency Rehabilitation (BAER) beyond suppression damage rehab
- e. False Alarms with the exception of assistance by hire resources and their associated supporting costs
- f. Administrative Surcharge/Indirect Charges

INDIRECT COST RATES - COOPERATIVE FIRE PROTECTION. When indirect cost rates are applied to federal reimbursements, the Parties agree to the following:

1. If the payment recipient has never received or does not currently have a negotiated indirect cost rate, they are eligible for a de minimis indirect cost rate up to 10% of Modified Total Direct Costs (MTDC). MTDC is defined as all salaries and wages, fringe benefits, materials and supplies, services, travel, and contracts up to the first \$25,000 of each contract.
2. For rates greater than 10%, the payment recipient shall provide either an applicable negotiated indirect cost rate agreement (NICRA) from a cognizant Federal agency, or an indirect cost rate summary in a format that clearly defines the indirect cost rate and MTDC.
3. The payment recipient must maintain adequate documentation to support the methodology and computation of the indirect cost rate. Documentation must be made available to the Federal agency upon request.

4. Failure to provide adequate documentation supporting the indirect cost rate could result in disallowed costs and repayment to the Federal agency.

Billable and Shareable: Associated Costs Not On Resources Orders – There are associated costs that both State, District/Department and Federal Agencies incur in providing resources to an incident. Personnel, equipment, supplies or services provided by a supporting agency and essential to filling the resource order, which are necessary and reasonable, shall be considered as reimbursable as Assistance-by-Hire. While, on the surface, they are not ordered “by and for the incident,” they are necessary to mobilize ordered resources or acquire services for the incident and are valid charges (i.e. mobilization of crews, equipment contractors, etc.). These associated costs that are a result of the incident are considered to be an added cost to the agency. These activities may not be “documented” on a resource order and will be billed using agency specific financial system reports. Examples include, but are not limited, to:

- a. Dispatchers
- b. Airbase Costs - Includes salaries, travel expenses, retardant and supplies associated with the airbase in support of the incident.
- c. Warehouse/Cache - Includes local and regional cache personnel and associated transportation costs when performing activities in support of the incident.
- d. Mobilization Centers - Includes personnel performing activities within a mob center in support of the incident. These mobilization centers are established by agencies to support the incident.
- e. Travel Per Diem/Transportation Costs - Includes mileage and lodging/meals and incidental expenses incurred while enroute to/from the incident or not provided at the incident. These expenses shall not exceed the published General Services Administration (GSA) allowable rates. Exception: Those instances where the GSA lodging rate (excluding room taxes) cannot be obtained shall be documented and copies of the documentation shall be provided with the billing invoice.
- f. Temporary Incident Payment Center Activity - Includes personnel performing activities in support of the incident, which may include salaries, travel expenses, supplies and temporary facility rental.
- g. Agency Support Cost Covered Under Specific Labor Agreements - Includes cost of lodging/per diem and related mileage to and from the incident.
- h. Personnel Backfill - Backfill coverage for shift firefighters assigned to fire stations is billable to the incident. Reimbursement will not be provided for both the “backfill” resource and resources mobilized to an incident for the same time period (i.e., Only one type of resource may be billed per day – either the backfill resource or the incident resource. Occasionally, more than one person may be required to fulfill an agency’s backfill shift requirement. In those cases, no more than 24 hours per day will be billed for the backfill resources.).
- i. Invoice Preparation - Includes actual charges by agency staff for the preparation of incident billing documents/packages.
- j. Correction Officers - All time for State correction officers will be fully

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reimbursable. Base pay and overtime is reimbursable if there is no back fill. If the Department of Corrections back fills then only overtime for the correctional officer and backfill is reimbursable.

- k. Compensated Days off at End of Incident - 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 their employing 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.

4. Billing Submission:

On fires where costs are incurred pursuant to the terms of this agreement, the Supporting Agency shall submit a bill or estimate for reimbursement as soon as possible, but not later than 180 days after the fire is declared out. If final costs are not known at that time, an estimated amount will be provided to the Protecting Parties. Contested items will be resolved by the Parties signatory to this Operating Plan. If consensus cannot be reached, those items of concern will be elevated to the next higher level of management for resolution. Payment shall be made to the Supporting Party within 90 days after receipt of the billing invoice.

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.

Federal Agency Billings:

Submit bills to the District/Department whenever the District/Department is the protecting agency and billing is appropriate. If the District/Department is covered under a WFPP agreement with Nevada Division of Forestry (NDF) and the incident falls under that agreement, billings will be submitted to NDF for payment.

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

District/Department Billings:

“Off-season” billing reimbursement requests for federal fires will be sent directly to the appropriate federal agency.

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- a. BLM/BIA Jurisdictional Fires: All billings for both in-state and out-of-state BLM/BIA jurisdictional fires will be billed to the BLM District Office.

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

- b. FS Jurisdictional Fires: All billings for both in-state and out-of-state FS jurisdictional fires will be billed to the Humboldt-Toiyabe National Forest.

United States Forest Service
Humboldt-Toiyabe National Forest
Attention: Incident Business
1200 Franklin Way
Sparks, NV 89431

- c. U.S. Fish and Wildlife (FWS) Fires: Refer to local Cooperative Fire Protection Act (CFPA) agreement for billing instructions. If no CFPA is in place with FWS, submit billings to:

USDI, Fish and Wildlife Service
Attention: Incident Business Lead
3833 South Development Avenue
Boise, ID 83705

- d. National Park Service (NPS) Fires: Refer to local Cooperative Fire Protection Act (CFPA) agreement for billing instructions. If no CFPA is in place with NPS, submit billings to:

USDI, National Park Service
Attention: Incident Business Lead
3833 South Development Avenue
Boise, ID 83705

- e. State Fires (Out of State): Submit all billings for state fires outside the state of Nevada to the Humboldt-Toiyabe National Forest.

5. 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 if

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required by a cost share agreement. Billings for fire suppression assistance will not include administrative overhead or other costs not supported by a resource order or other supporting documentation. Documentation in support of the billing will include:

- a. Invoice, including:
 - i. Cooperator name, address, phone number, and agency financial contact.
 - ii. Agreement number.
 - iii. Incident name, incident number and financial accounting code.
 - iv. Dates of the incident covered by the billing.
- b. Summary cost data for the amount being billed. Use costs reports generated by the agency to support the billing whenever possible.
- c. Copies of resource orders and other supporting documentation (i.e., WildCAD). Receipts should be in the form of photocopies.
- d. Copies of applicable cost share agreements.
- e. Cost share split report (if applicable)

6. Payment Due Dates: All bills will have a payment due date 90 days after date of issuance.

This OP is valid until replaced.

K. AUTHORIZED REPRESENTATIVES:

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 entered below.

Sean Slamon, Fire Chief
Carson City Fire Department

Date

Robert Crowell
Carson City Mayor

Date

William A. Dunkelberger, Forest Supervisor
USDA, Forest Service
Humboldt-Toiyabe National Forest

Date

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Ralph Thomas , District Manager
USDI, Bureau of Land Management
Carson City District

Date

Dennis Strange , District Fire Management Officer
USDI, Bureau of Land Management
Carson City District

Date

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

Byron Keely , Grants and Agreements Specialist
USDA, Forest Service
Southwest Idaho/Nevada Group

Date

DAVID APPOLD, Supervisory Procurement Analyst
USDI, Bureau of Land Management
Nevada State Office

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. District/Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

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EXHIBIT A
MAP
WILDLAND FIRE PROTECTION RESPONSIBILITY FOR URBAN AREAS

<https://www.dropbox.com/sh/f7lrpgntrfq6r8/AAD4xinr8KM22WbVg-rHI62Sa?oref=e>

EXHIBIT B
MAP
WILDLAND FIRE PROTECTION RESPONSIBILITY FOR FEDERAL LANDS

<https://www.dropbox.com/sh/f7lrpgntrfq6r8/AAD4xinr8KM22WbVg-rHI62Sa?oref=e>

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**EXHIBIT C
LIST
EMERGENCY CONTACT PERSONNEL**

Carson City Fire Department

| Name | Title | Office | Cell | Fax |
|--------------|-----------------|--------------|--------------|--------------|
| Sean Slamon | Fire Chief | 775-283-7722 | 775-842-1549 | 775-887-2209 |
| John Arneson | Battalion Chief | 775-783-7162 | 775-720-2716 | 775-887-2209 |
| Tim Dehaven | Battalion Chief | 775-283-7146 | 775-771-5173 | 775-887-2209 |
| Dan Shirey | Battalion Chief | 775-283-7157 | 775-721-8828 | 775-887-2209 |

Sierra Front Interagency Dispatch Center SFIDC

| Name | Title | Office | Cell | Fax |
|--------------------|-------------------------|--------------|--------------|--------------|
| Emergency Number | Report Fire/Incident | 775-782-3223 | | |
| After Hours Cell | | | 775-721-0312 | |
| After Hours Backup | | | 775-230-4782 | |
| Mindy Stevenson | Center Manager | 775-782-1448 | 775-230-4912 | 775-782-1441 |
| Roger Conroy | Asst Center Mngr | 775-782-1405 | 775-443-8634 | 775-782-1441 |
| Helen Frazier | Intelligence Dispatcher | 775-782-1453 | | 775-782-1441 |
| Charles Meeks | Logistics Coordinator | 775-782-1455 | 775-560-4318 | 775-782-1431 |

Bridgeport Ranger District FS

| Name | Title | Office | Cell | Fax |
|-----------------|-------------------------|--------------|--------------|--------------|
| David Easton | Fire Management Officer | 760-932-5804 | 775-720-4468 | 760-932-5899 |
| Sean Elliott | Asst Fire Mgmt Officer | 760-932-5836 | 508-649-4432 | 760-932-5899 |
| Jeremy Marshall | District Ranger | 760-93205801 | 775-857-8358 | 760-932-5899 |

Carson Ranger District FS

| Name | Title | Office | Cell | Fax |
|----------------|-------------------------|--------------|--------------|--------------|
| Mike Wilde | Fire Management Officer | 775-884-8145 | 775-721-0682 | 775-884-8199 |
| Stacy Saucedo | Asst Fire Mgmt Officer | 775-884-8141 | 775-790-0746 | 775-884-8199 |
| Charlie Dobson | Asst Fire Mgmt Officer | 775-355-5379 | 775-846-3056 | 530-694-9315 |
| Irene Davidson | District Ranger | 775-884-8100 | 775-721-1259 | 775-884-8199 |

Carson City District BLM

| Name | Title | Office | Cell | Fax |
|----------------|---------------------------|--------------|--------------|--------------|
| Duty Officer | | | 775-885-6199 | |
| Ralph Thomas | District Manager | 775-885-6151 | | 775-885-6147 |
| Dennis Strange | Fire Management Officer | 775-885-6103 | 775-309-7448 | 775-885-6106 |
| Jonathan Palma | Asst Fire Mgmt Officer | 775-885-6104 | 775-309-7781 | 775-885-6106 |
| Ray Bennett | Asst Fire Mgmt Officer | 775-887-3521 | 775-430-3942 | 775-885-6106 |
| Shane Charley | Division Chief - Aviation | 775-885-6182 | 775-720-3411 | 775-885-6106 |
| Tim Roide | Division Chief - Fuels | 775-885-6185 | 775-230-1004 | 775-885-6106 |
| Billy Britt | BC 3901 | 775-885-6006 | 775-721-7107 | 775-885-6106 |
| Asad Rahman | BC 3902 | 775-885-6195 | 775-309-7486 | 775-885-6106 |
| Dan Gustafson | BC 3903 | 530-827-2220 | 775-291-0437 | 775-885-6106 |
| Jade Martin | BC 3904 | 775-475-0350 | 775-315-0608 | 775-885-6106 |
| Dennis Terry | BC 3906 | 775-885-6197 | 223-9070 | 775-885-6106 |
| Keith Barker | BC 3907 | 775-885-6120 | 775-315-6104 | 775-885-6106 |
| Ryan Elliott | BC 3908 | 775-885-6167 | 775-315-6108 | 775-885-6106 |
| Kevin Kranz | BC 3909 | 775-885-6083 | 775-400-6902 | 775-885-6106 |
| Kevin Kelly | Supt 30 | 775-392-3041 | 775-230-1003 | 775-885-6106 |
| Justin Cutler | Capt 30 | 775-392-3041 | 775-315-6113 | 775-885-6106 |

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EXHIBIT D

COMMUNICATION

Cooperator Frequencies

BLM frequencies per this plan:

| RX | TONE | TX | TONE | USE |
|----------|-------|----------|-------|------------------------------|
| 169.9875 | 146.2 | 169.9875 | 110.9 | CC BLM LOCAL |
| 169.9875 | 146.2 | 162.2375 | 114.8 | CC BLM FAIRVIEW REPEATER |
| 169.9875 | 146.2 | 162.2375 | 151.4 | CC BLM CORY REPEATER |
| 169.9875 | 146.2 | 162.2375 | 173.8 | CC BLM FT SAGE REPEATER |
| 169.9875 | 146.2 | 162.2375 | 186.2 | CC BLM McCLELLAN REPEATER |
| 169.9875 | 146.2 | 162.2375 | 203.5 | CC BLM VIRGINIA REPEATER |
| 171.6750 | N/A | 171.6750 | 114.8 | CC BLM SCENE OF ACTION (SOA) |
| 168.3125 | N/A | 168.3125 | N/A | AIR TO GROUND 51 |
| 166.8750 | N/A | 166.8750 | N/A | AIR TO GROUND 8 |
| 154.280 | N/A | 154.280 | N/A | V Fire 21 (WHITE 1) |
| 154.265 | N/A | 154.265 | N/A | V Fire 22 (WHITE 2) |
| 154.295 | N/A | 154.295 | N/A | V Fire 23 (WHITE 3) |

H-T Frequencies

| <u>RX</u> | <u>TX</u> | <u>USE</u> |
|-----------|-----------|--------------------------------|
| 169.875 | 169.875 | FOREST NET/SIMPLEX |
| 169.875 | 170.475 | FOREST NET/ REPEATER |
| 170.525 | 164.1875 | FOREST NET BRIDGEPORT/REPEATER |
| 170.525 | 170.525 | FOREST NET BRIDGEPORT/SIMPLEX |

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| | | |
|---------|---------|---|
| 169.975 | 169.975 | 2 ND FOREST NET/LEVIATHAN/SIMPLEX |
| 169.975 | 171.425 | 2 ND FOREST NET/LEVIATHAN/REPEATER |
| 168.200 | 168.200 | NIFC Tac II |

HTF REPEATER TONES

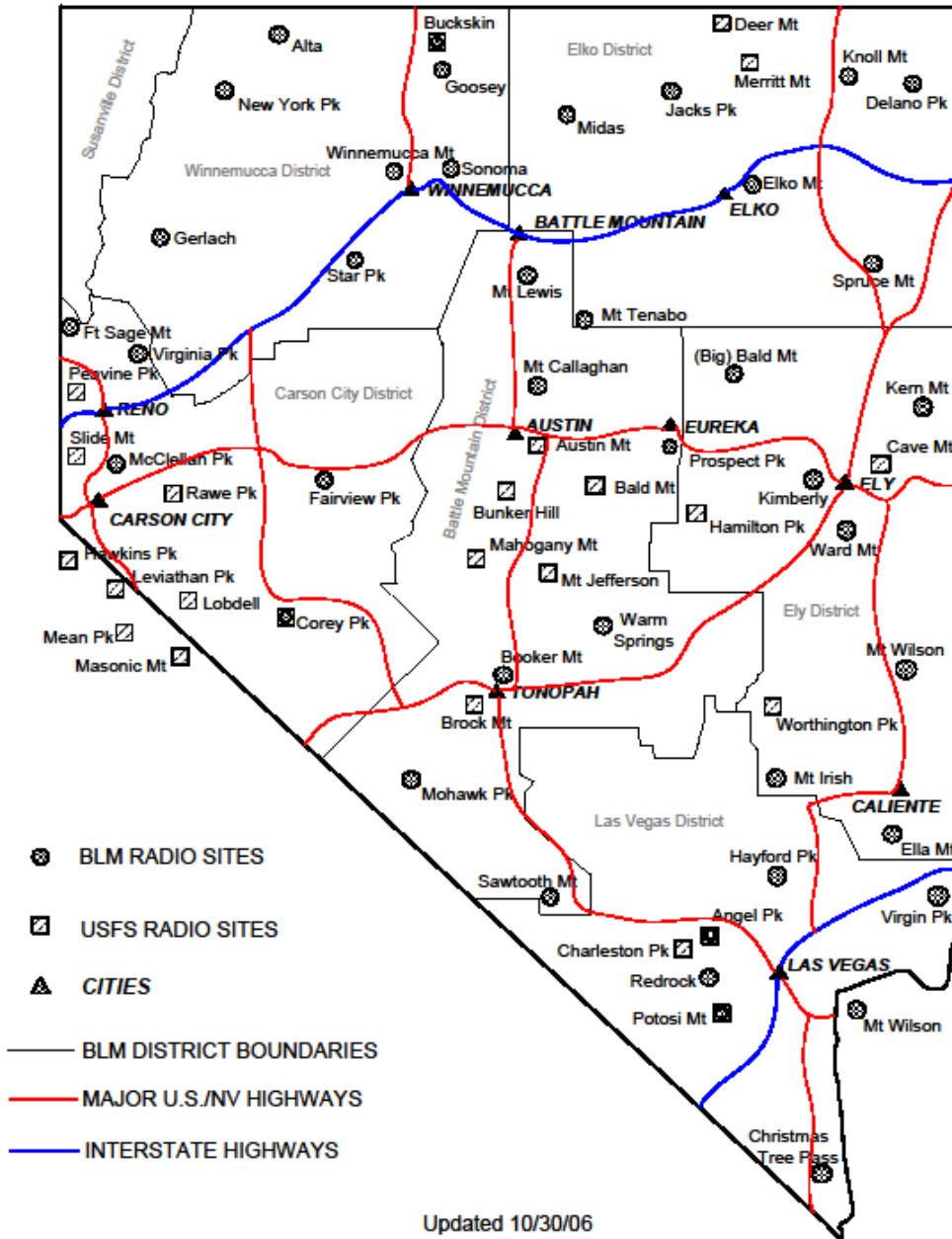
| Tones | Frequency | Name |
|-------|-----------|---|
| 1 | 110.9 | Slide |
| 2 | 123.0 | Peavine |
| 3 | 131.8 | Hawkins |
| 4 | 136.5 | Rawe |
| 5 | 146.2 | Lobdell |
| 6 | 156.7 | Mean |
| 7 | 167.9 | Cory |
| 8 | 103.5 | Leviathan (2 nd Forest Net Only) |
| 9 | 100.0 | McClellan Peak |

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EXHIBIT D cont REPEATER SITE MAP



**EXHIBIT E
AGENCY RATE TABLES**

Rates will be billed based on actual costs and may be different than the rate quoted in this document.

Upon demobilization from an incident, personnel shall be provided an approved and signed Emergency Firefighter Time Report (OF-288). On smaller incidents, a Crew Time Report (SF-261), signed by the incident supervisor shall suffice. No equipment invoice should be provided at the incident. See Exhibit I. Exhibit I should be presented to the incident upon check in.

Vehicles and equipment obtained under the Federal Excess Property Program (FEPP) will only be reimbursed for maintenance and operating costs.

Portal to portal pay provisions will be acceptable when District/Department personnel have been designated entitlement to portal to portal pay by their home agency.

Equipment is not included in portal to portal pay provisions. Equipment paid on an hourly basis per the rate schedule will be reimbursed for actual hours of work performed by the operator. Mileage will be reimbursed per the rate schedule where applicable. Federal, State and local agency equipment rates listed in the rate schedule are considered “wet” and operating costs (such as fuel) should be factored into the rate schedule. Fuel, oil and other operating supplies provided at the incident are billable by the incident agency. Operating supplies for rental vehicles are reimbursable and may be billed to the incident agency.

FEDERAL RATE SCHEDULE

Rates based on estimated actual cost to government personnel per 2017 OPM rate tables. Billed rate will be at the actual cost and may be different than the rate quoted in this document.

Labor Cost Ranges

Ground resources:

| | | |
|-------------------|------------------|--------------------|
| Firefighters | GS-3 thru GS-5 | \$16.92 - \$22.92* |
| Engine Operators | GS-5 thru GS-6 | \$26.76 - \$41.84* |
| Engine Captains | GS-7 | \$33.13 - \$46.48* |
| Battalion Chiefs | GS-8 thru GS-9 | \$36.70 - \$56.87* |
| Fire Staff IC 3's | GS-11 thru GS-12 | \$49.05 - \$82.45* |

Aviation resources:

| | | |
|----------------------|----------------|--------------------|
| Ramp Managers | GS-5 | \$21.25 - \$27.62* |
| Tanker Base Managers | GS-7 thru GS-9 | \$33.13 - \$52.70* |
| Air Attack Manager | GS-9 | \$40.55 - \$52.70* |

*Overtime Rates are paid at Time and One Half

*Hazard Pay is an additional 25%

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Forest Service Ground Resource Vehicle Costs

| | | | |
|-------------------------|-----------|------|------------|
| SUV | \$0.30/mi | | |
| Pick Up | \$0.35/mi | | |
| Engine Type III | \$6.75/mi | pump | \$29.00/hr |
| Engine Type IV | \$1.71/mi | pump | \$27.41/hr |
| Engine Type VI | \$0.69/mi | pump | \$16.10/hr |
| Engine Type VII(Patrol) | \$0.60/mi | pump | \$16.10/hr |

BLM Ground Resource Vehicle Costs

| | | |
|------------------------------|--------------|---------------|
| Type 3 Engine Model 14 | Hourly Rate | \$166.66/hour |
| Type 3 Wildland | Hourly Rate | \$152.95/hour |
| Type 6 Engine Enhanced light | Hourly Rate | \$84.23/hour |
| Type 6 Light | Hourly Rate | \$81.53/hour |
| Command Vehicles | Mileage Rate | \$1.19 /mile |
| IHC Crew Carriers | Mileage Rate | \$4.31 /mile |
| Superintendent Truck | Mileage Rate | \$1.85/mile |
| Utility Vehicles | Mileage Rate | \$1.22 /mile |
| 1 Ton Warehouse Stakeside | Mileage Rate | \$1.50 /mile |
| 2 ½ Ton Warehouse Stakeside | Mileage Rate | \$2.00 /mile |

All aviation resources will be considered assistance by hire as outlined in the Operating Plan Section. Billing will include availability, flight costs, landing fees, retardant, AMD charges, aircraft support equipment charges, and per diem expenses when aircraft are held overnight.

Rates based on actual cost to government for the Carson City District Office. Billed rates will be at the actual cost and may be different than the rate quoted in this document.

Aircraft Costs - Helicopters:

- Type I Helicopter: \$7500.00 and up per flight hour.
- Type II Helicopter: \$1750.00 to \$3600.00 per hour depending on model.
- Type III Helicopter: \$750.00 to \$2600.00 per hour depending on model.
- Average service cost per mile for support vehicles: \$3.00 a mile.

Cost per gallon will go down after 100,000 gal., 200,000 gal. 300,000 gallons back up.

Aircraft Costs - Retardant:

- Average retardant is \$3.55/gallon
- SEAT: 800 gallon load of retardant X \$3.55 = \$2,840.00
- P2V: 2,400 gallon load of retardant X \$3.55/gallon = \$8,520.00

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Aircraft Costs - Air Tankers and SEATS:

AT-802 SEAT: \$2650.00 to \$3600.00 per hour depending on CWN contract.

P2V: \$4,500.00 to \$10,200.00 per flight hour.

BAE-146: \$10,000.00 to \$11,500.00 per flight hour.

S2: \$3,000.00 to \$3,600 per flight hour.

Aircraft Costs - Aerial Supervision:

Air Attack: \$750.00 to \$1500.00 per flight hour.

ASM: \$750.00 to \$1500.00 per flight hour

CARSON CITY FIRE DEPARTMENT

EQUIPMENT

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

| | |
|--|----------|
| Structure Engine (Type 1 or 2) (Type 1 Staffed with 4, Type 2 staffed with 3) | \$418/hr |
| Brush Engine -Type 3 through Type 6 (Staffed with 2-3) | \$322/hr |
| Water Tender (Staffed with 2) | \$265/hr |
| Squad/Air Unit (Staffed with 2) | \$265/hr |
| Haz Mat Unit (No staffing -vehicle only) | \$245/hr |
| Ambulance (ALS) (Staffed with 2) | \$260/hr |

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PERSONNEL

Personnel responding to an incident on an overhead resource order ("O" number) will be billed on a portal to portal basis. Vehicles used by overhead personnel will be billed on a daily rate (calendar day) and do not include mileage. Portions of one day will count as a full day. The rate schedule for vehicles is listed below.

| | |
|------------------------|---------|
| Chief Officer | \$92/hr |
| Captain | \$60/hr |
| Driver/Operator | \$54/hr |
| Firefighter/Paramedic | \$54/hr |
| Firefighter | \$49/hr |
| Investigator/Inspector | \$69/hr |

VEHICLES

| | |
|------------------------------|------------------------|
| Sedan | \$45/day + \$.535/mile |
| Pickup (1/2 ton or smaller) | \$55/day + \$.535/mile |
| Van | \$65/day + \$.535/mile |
| Pickup (3/4 or larger) & SUV | \$80/day + \$.535/mile |

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EXHIBIT F SAMPLE FIRE REPORT

FINAL FIRE INFORMATION

If unknown, to be filled out by dispatch or authorized signatory

Fire Code: _____ *FIRE TYPE: 1-1 1-2 1-3 1-5 1-6 2-1 2-6 3-7

CAUSE (Circle One):

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

*Reimbursable? Yes No

*ACRES BURNED BY OWNERSHIP:

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

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

Point of Origin Latitude and Longitude in NAD 83

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

Was fire 10 acres or more? Yes No Was fire Mapped and put into GIS? Yes No

*IA RESOURCES DISPATCHED:

Date: _____ Time: _____ Acres: _____

CONTAINMENT:

Date: _____ Time: _____ Acres: _____

CONTROL:

Date: _____ Time: _____ Acres: _____

OUT:

Date: _____ Time: _____

TOPOGRAPHY (Point of Origin):

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

ASPECT (Point of Origin):

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

SLOPE (Point of Origin):

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

ELEVATION (Point of Origin):

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

PREDOMINANT FUEL MODEL (Circle one):

- | | | |
|-------------------------------|-------------------------------|----------------------------|
| 1) Grass | 5) Brush | 9) Hardwood (Aspen/Poplar) |
| 2) Timber w/ Grass Understory | 8) Pinion/Juniper (PJ)/Timber | 12) Logging Slash |

Wildland Wildland/Urban Interface Structures Burned or Destroyed: _____

Did the fire intersect a fuels treatment? YES NO MAYBE

If Yes or Maybe, Has the local district Fuels Specialist been notified? Yes NO

IC PRINTED NAME: _____

SIGNATURE: _____

DATE: _____

AUTHORIZED BY: _____

DATE: _____

FS Agreement No. _____

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EXHIBIT F
SAMPLE FIRE REPORT

FIRE REPORT NARRATIVE:

Give a brief description of the suppression efforts. Include **Strategy, Tactics, and Concerns / Problems**. Document any major **decisions/observations/problems**. Include if effectiveness details of fuel treatments if applicable. Specify if any T&E species (ex. Sage Grouse) habitat was threatened and include **strategies/tactics used for protection**. Attach a map if requested.

EXHIBIT G COST SHARE AGREEMENT

SUPPLEMENTAL FIRE SUPPRESSION AND COST SHARE AGREEMENT

The purpose of this agreement is to provide for a coordinated cooperative fire suppression operation on this fire and to describe the cost divisions. This agreement is a supplement to the Master Cooperative Wildland Fire Management Agreement or Local Agreement between the Agencies listed. # _____

1. Fire Name: _____ Origin Date _____ Time _____

2. Origin: Township _____ Range _____ Section _____
 Latitude _____ Longitude _____ (Deg. Min. Sec)

3. Estimated Size(Acres) _____ at the time of this agreement.

4. Agency _____ Fire # _____ Accounting Code _____

5. Agency _____ Fire # _____ Accounting Code _____

6. Agency _____ Fire # _____ Accounting Code _____

7. Agency _____ Fire # _____ Accounting Code _____

8. Agency _____ Fire # _____ Accounting Code _____

9. This agreement becomes effective on: _____ at _____ and remains in effect until amended or terminated.

10. Overall direction of this incident will be by _____ **Unified**, or by _____ **Single** Command structure.

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| POSITION | NAME(s) | AGENCY |
|-------------------------------------|---------|--------|
| Incident Commander | | |
| Agency Administrator Representative | | |
| Liaison | | |
| Finance | | |
| Operations | | |

11. Suppression action will be subject to the following special conditions and land management considerations:

[Empty text box for special conditions and land management considerations]

12. Geographic responsibility (if appropriate) by Agency is defined as follows:

| | | | |
|--------|--|---------------------------|--|
| Agency | | Geographic Responsibility | |
| Agency | | Geographic Responsibility | |
| Agency | | Geographic Responsibility | |
| Agency | | Geographic Responsibility | |

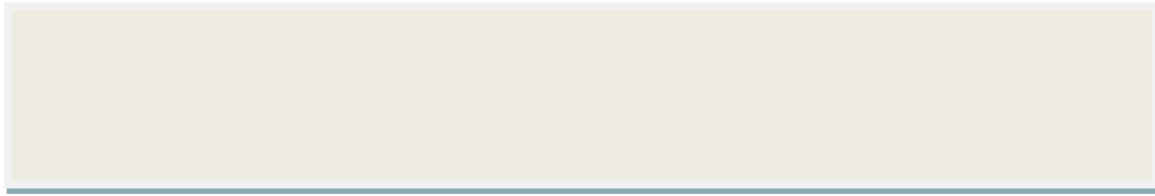
13. The Agency responsible for structural protection will be: _____
(normally local, State, Tribal Agency)

14. Special operational conditions agreed to (include as appropriate Air operations, base camp, food service, fire investigation, security, etc.) List cost share information in Item #11:

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BLM Agreement No. _____

Fire Protection District/Department Agreement No. _____



15. Fire Suppression COSTS will be divided between Agencies as described:

| Cost Centers: | Agency: | Agency: | Agency: |
|---------------|---------|---------|---------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

16. Other conditions relative to this agreement (Notifications, incident information, etc.):

Cooperator _____ does _____ does not have a WFPP agreement in place with NDF. If a WFPP is in place, NDF will be the payment agency on behalf of the cooperator.

| | | | |
|------------|------------|------------|------------------------|
| Agency | Agency | Agency | NDF (WFPP Concurrence) |
| Signature | Signature | Signature | Signature |
| Title/Date | Title/Date | Title/Date | Title/Date |

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List of Attachments (if any):

EXHIBIT H



**COMMUNITY AND STRUCTURE FIRE PROTECTION
Guidelines for the Great Basin 2014**

Background

Protection of structures and communities is a shared partnership between the home and landowners and their fire agencies. Structure and community protection is high risk and a large cost center for all fire agencies. Clarification on what, how and where we will accomplish our structure protection roles and responsibilities must be identified. There needs to be a common expectation among all agencies and the public on how structure protection will be handled within the Great Basin.

With the increased growth in the wildland urban interface, fire agencies do not have the capability to protect all structures. The goal is to support communities and structures that can survive the effects of a wildland fire without intervention.

All fire agencies have primary responsibility for fire suppression within their respective protection areas. A strong initial attack commensurate with risk is the primary objective on all wildfires managed for suppression objectives. Fire agencies have a responsibility to attempt to prevent a wildland fire from spreading into areas where there are structures, and to assist local fire agencies in protecting communities and structures from the advancing wildland fire.

Leaders Intent

Our first and foremost intent is to keep our firefighters and the public safe. Secondly, once that safety can be ensured, then we will aggressively work toward keeping the wildland fire away from structures and communities. Our strategies and tactics will be based on that intent. Protecting structures from fire will not be possible in every situation. Risk to firefighters, fire behavior and availability of resources will dictate the strategies that will be used.

When there is a need to engage in structure protection, we will ensure that we are taking safe, appropriate, and reasonable tactical actions for which we are trained and equipped. Those

actions will be cost effective. State and federal agencies will limit the use of tactics such as gelling, wrapping, and extensive hazardous fuels modification.

Unified Efforts

Fire agencies may have a shared responsibility for wildland fire and structure protection within the scope of their state laws, agreements and operating plans. Agency Administrators will discuss with their partners roles and responsibilities, what capabilities each party has, how the parties will interface with each other, and how responsibilities for costs will be addressed. Agency Administrators will provide leaders intent for structure fire protection. Incident management organizations will engage local government agencies (fire District/Departments, law enforcement, disaster services, etc.) in the planning of strategies and tactics for community and structure protection.

There are areas in the Great Basin where there is no local fire agency. Through established agreements and authorities, the wildland fire protection agencies may have the responsibility to protect structures from wildland fire. Landowners have the responsibility to determine whether there is a local fire agency that provides structure fire protection.

It is important for GBCG members to:

- **Partner** with communities, home and landowners to identify what actions can be taken to mitigate potential wildland urban interface losses, and identify financial and technical assistance opportunities.
- **Identify** how the parties will work together when the wildland fire impacts another's protection or jurisdictional responsibility.
- **Establish** agreements and/or local operating plans to identify roles and responsibilities prior to the wildland fire.

Capabilities

Wildland fire agencies have no capability or responsibility to do structure fire suppression. Some local fire agencies may have limited capability within their own areas of jurisdiction to respond to a wildland fire. It is important to understand what capability they do have and if they have options to reach out to others such as mutual aid, to enhance that capability.

Definitions

The following are defined:

Wildland Fire Protection: Protecting natural resources and municipal watersheds from damage from any fire that occurs in the wildland. State, tribal and federal forestry or land management and some local government agencies normally provide wildland fire protection.

Structure Protection: Protecting a structure from the threat of damage from an advancing wildland fire. This involves the use of standard wildland protection tactics, control methods, and equipment, including fire control lines and the extinguishment of spot fires near or on

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the structure. The protection can be provided by both the rural and/or local government fire District/Department and wildland fire protection agencies.

Structure Fire Suppression: Interior or exterior actions taken to suppress and extinguish a burning structure or improvement associated with standard fire protection equipment and training. This is the responsibility of local government entities; however there are areas where there is no structural fire agency in place.

This supersedes any prior Community and Structure Fire Protection guidelines developed by NRCG or GBCG.

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EXHIBIT I NOTICE TO INCIDENT FINANCE PERSONNEL

BILLING DOCUMENTATION REQUIREMENTS FOR NEVADA COOPERATOR PERSONNEL/EQUIPMENT

The Carson City Fire District/Department has an existing Agreement and Operating Plan with the Humboldt-Toiyabe NF and Carson District (BLM). Per those documents cooperators are only required to report hours of work for personnel. Equipment costs will be reimbursed to the cooperator based on the hours/days worked by the operators.

COOPERATOR PERSONNEL

Personnel will provide to Finance approved Crew Time Reports. Please process CTRs per normal business rules. Provide the personnel with completed and signed OF-288s upon their demobilization from your incident.

COOPERATOR EQUIPMENT

DO NOT complete or process OF-286s for cooperator equipment. Past issuance of OF-286s has resulted in duplicate payments for the cooperator.

DO NOT submit any cooperator documentation directly to an agency payment center.

If you have any questions regarding this information, please contact:

COOPERATOR

Carson City Fire Department

Chief Sean Slamon

sslamon@carson.org

775-887-2210 ext 7722 (work)

775-842-1549 (cell)

FOREST SERVICE

Humboldt-Toiyabe NF

Irene Burkholder, Incident Business Specialist

imburkholder@fs.fed.us

775-355-5364 (work); 775-421-2211 (cell)

BLM

NV State Office

Brenda DeBerg, State Incident Business Specialist

bdeberg@blm.gov

775-861-6574 (work); 775-722-7055 (cell)