

**BOARD OF FIRE COMMISSIONERS  
TRUCKEE MEADOWS FIRE PROTECTION DISTRICT  
SIERRA FIRE PROTECTION DISTRICT**

TUESDAY

11:00 a.m.

MAY 13, 2014

PRESENT:

**David Humke, Chairman  
Bonnie Weber, Vice Chairperson  
Marsha Berkbigler, Commissioner  
Vaughn Hartung, Commissioner  
Kitty Jung, Commissioner**

**Nancy Parent, County Clerk  
John Slaughter, County Manager  
Paul Lipparelli, Legal Counsel  
Charles Moore, Fire Chief**

The Board convened at 11:30 a.m. in regular session in the Commission Chambers of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada, and conducted the following business:

**14-63F            AGENDA ITEM 2**

**Agenda Subject:** "Public Comment. Comment heard under this item will be limited to three minutes per person and may pertain to matters both on and off the Commission agenda. The District will also hear public comment during individual action items, with comment limited to three minutes per person. Comments are to be made to the District as a whole. "

There was no response to the call for public comment.

*The following agenda item No. 5 will be heard by the Washoe County Board of Commissioners who will convene as the Board of County Commissioners and the Board of Fire Commissioners for the Sierra Fire Protection District and the Truckee Meadows Fire Protection District.*

**14-64F            AGENDA ITEM 5**

**Agenda Subject:** "Presentation, discussion and possible action to accept a report from the Blue Ribbon Committee on Regional Fire Services. (All Commission Districts)."

Fire Chief Charles Moore stated that the Blue Ribbon Committee (BRC) worked tirelessly over the past nine months and noted there were several BRC members present.

Don Givins, Emergency Services Consulting International (ESCI) Sr. Associate, and Sarah Chvilicek, BRC Chairperson, conducted a PowerPoint presentation, which was placed on file with the Clerk. The presentation highlighted the tasks of the BRC, the regional agencies involved, and the 10 key findings which included: fire agency boundaries were efficient; how fiscal constraints impact service; how staffing and risk/cost were disconnected; how non-standardized response protocols lead to greater expense; how efficiency and effectiveness were sacrificed for local control; volunteers should not be separate and autonomous; personnel and labor agreements could negate efficiencies; grants were a necessary, but unreliable revenue stream; numerous system improvements were available; and, miscellaneous issues, opportunities, challenges, the four regional options, and the BRC recommendations.

Commissioner Berkbigler asked if discussions surrounding response status were occurring with the Regional Emergency Medical Services Authority (REMSA). John Slaughter, County Manager, replied that response status related to Emergency Medical Services (EMS) information was discussed in the TriData Report. Commissioner Berkbigler was concerned because the Reno Fire Department (RFD) and the Sparks Fire Department (SFD) did not participate in the BRC. She felt the RFDs browned-out stations could directly impact the County's fire services. She asked if this report was being provided to the regional partners. Mr. Slaughter stated that had not been discussed, but the report could be provided to other partners. Commissioner Berkbigler stated there was nothing more important than ensuring that citizens were safe from fires.

Commissioner Hartung was concerned about the Legislature forcing regionalization. He said the report outlined many key features that could lead to a greater spirit of cooperation. He asked if the Peak Activity Units (PAUs) compared to the system currently used by REMSA. Mr. Givins replied that the systems were not significantly different. He said REMSA used a Systems Status Management where locations were statistically identified where the call volumes typically occurred. He commented that EMS was very human-activity driven, making it predictable; however, fire was less predictable. He explained that the fire service did not lend itself to a pure implementation of a Systems Status Management or fixed posting locations. Commissioner Hartung understood how the PAUs worked with EMS and how fire responded, but he was unclear as to how that would be applied directly to fire. Mr. Givins stated that PAUs should not be used as part of the foundational response capability. The foundational response capability needed to assume the fire risks that existed throughout the Community and the resources needed to be deployed in a manner that provided a critical mass for those resources to arrive in time to affect a change.

Commissioner Weber suggested a community-wide meeting to present the report, and then return to the respective entities to work together and arrive at the recommendations.

Chairman Humke commented that many reports had been completed. He said they should all be sent to the Legislative Counsel Bureau (LCB) to educate them on the issues since they were not hesitant about delving into local government. He also

hoped to stifle the discussions that all local governments did was fight and bicker. He said he was proud of the County and how the County approached fire services and consolidation. Chairman Humke suggested that the report be presented to the Citizen Advisory Boards (CABs), Neighborhood Advisory Boards (NABs), the Community Advisory Board and Homeowners Associations (HOAs), which he felt would be better than a community-wide meeting. Ms. Chvilicek replied that the BRC was prepared to make presentations to all those associations. Chairman Humke thanked each of the BRC members.

Commissioner Jung said Finding No. 3 stated that staffing was not National Fire Protection Association (NFPA) 1710 compliant and/or sustainable. She asked what that meant and to what agency did it reference. Mr. Givins replied that comment referred to the region and not one particular agency. He explained that NFPA 1710 was a consensus standard adopted in 2001, which identified optimum response times in intervals and optimum staffing levels by unit. He said some agencies in the County were closer than others, but there seemed to be a correlation between the closeness and the lack of sustainability. Commissioner Jung said Finding No. 3 also stated a lack of balance between an accepted level of risk and an acceptable cost of protection. Mr. Givins explained if an organization made a conscience decision that it would not try to achieve a NFPA 1710 because it was not affordable, there would have to be some standard that guided the organization in terms of staffing and deployment of resources. He said there should be an evaluation of the risk and the cost, which could vary from community-to-community, based on the risk and the tax base. It required the elected officials to have a clear understanding of the risks in their community and costs of providing service to mitigate those risks. From that, he said the community needed to be educated about the risks and the costs associated with mitigating those risks.

Commissioner Jung asked for an explanation on Finding No. 4. Mr. Givins stated that was the duplication of capital assets and infrastructure. Commissioner Jung asked if each of the participants contributed money to the HazMat Team. Chief Moore replied that they participated in funding and contributions of material, training and personnel. Commissioner Jung asked if the contributions were equal and who were the participants. Chief Moore replied that the participants were the Cities of Reno and Sparks and the County and not proportionate; however, it was an agreement to contribute their expertise. Commissioner Jung asked if the volunteers were a liability for the taxpayers in terms of legal and financial liabilities. Mr. Givins said there was a gap with the participation in the volunteer training programs, but by assimilating the volunteer programs into a combined TMFPD/SFPD, the opportunity would be there to train everyone to the same standard and expect performance to be at the same standard. Commissioner Jung questioned tax equalization that was listed under the challenges. Mr. Givins explained if a regional effort required tax equalization, as in any regional effort some citizens would pay more than others, which would be a subsidy issue and would need to be addressed. Commissioner Jung asked if a dedicated revenue source was discussed for other entities if they regionalized. Ms. Chvilicek replied that was discussed at length. She commented there needed to be transparency so taxpayers knew where their money went in order to make an informed decision on the type of protection they desired.

Commissioner Jung stated that any partners would need to have a dedicated revenue source. She asked how Mutual or Automatic Aid Agreements could be equalized. Mr. Givins replied that automatic aid was discussed, but could potentially hurt other agencies with financial impacts, or if there were wide disparities in automatic aid that an annual true-up could complete.

Commissioner Jung inquired how the County could be established as a Fire Adaptive Community and suggested that topic be placed on a future Board agenda. Mr. Givins stated there was a process to establish a Fire Adaptive Community outlined on the University of Nevada, Reno (UNR) Cooperative Extension website. He said the U.S. Forest Service also had information listed on their website on forming a Fire Adaptive Community. Commissioner Jung commented that incentives needed to be created for residents in frontier/rural areas of the County.

Commissioner Hartung said the NFPA suggested that many agencies across the nation were understaffed and asked on the percentage of fire calls versus EMS calls. Mr. Givins replied that the average ran between 75 and 80 percent for EMS calls nationally, but he did not have the data for the County. He said the region needed to be treated as a system and not as independent silos since that was not cost effective. Commissioner Hartung said a BRC recommendation was to combine the TMFPD and the SFPD and acknowledged that had been attempted. Chief Moore said that was correct and noted he was currently working with legal counsel. He explained that the TMFPD and the SFPD operated as one fire department.

Commissioner Weber remarked that County Legislators would be moving forward with a recommendation at the Legislature in regard to fire services. She believed that a community-wide meeting needed to be held for all citizens to have the opportunity to hear the information and the facts at the same time.

In response to the call for public comment, Debra Sheltra thanked the BRC for their work and dedication. She suggested the Board take a proactive approach and have a Bill Draft Request (BDR) ready for the next Legislative Session since the bill at the last session to combine the TMFPD and the SFPD never made it to a hearing.

William Steward spoke on combining all public safety mechanisms such as fire, police and REMSA. He said conversations were a big part of the equation and also to create public relations to cover public safety.

Commissioner Hartung acknowledged that Mr. Steward, who is a firefighter with the TMFPD, attended to an individual who became ill during the National Day of Prayer celebration at the County Complex. He said Chief Moore also coordinated first aid efforts on the individual.

J. Edward Parker stated that the TMFPD was an excellent organization. He spoke on the history of fires in the area and a ballot proposition to consolidate fire



services. He urged the Board to move forward with a consolidated fire agency that would be governed by an independent fire service.

**12:52 p.m.** Commissioner Weber temporarily left the meeting.

Chief Moore said he was proud of the BRC and noted they remained independent, nonpartisan and analytical throughout the entire process.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 5 be accepted.

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Later in the meeting, Commissioner Weber affirmed her acceptance of the report.

**14-65F      AGENDA ITEM 4A**

**Agenda Subject: "Fire Chief Report – A) TMFPD Kids Fire Camp 2014.**

Captain Scott Stevenson gave an overview of the Truckee Meadows Fire Protection District (TMFPD) Kids Fire Camp 2014. He explained that the Camp was a joint effort between Local 3895, the District and Washoe County Parks. He said it was a three-day, two-night camp held at Camp We-Che-Me and open to all 11 to 14 year olds who were County residents. He explained the activities that would be covered and that the application fee may be covered or greatly reduced by donations and scholarships.

**12:58 p.m.** Commissioner Weber returned.

There was no action taken or public comment on this item.

**14-66F      AGENDA ITEM 13**

**Agenda Subject: "Possible Closed Session pursuant to NRS 288.220 for the purpose of discussing with management representatives labor matters and negotiations."**

**1:05 p.m.** On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that the meeting recess to a closed session for the purpose of discussing with management representatives labor matters and negotiations.

**4:55 p.m.** The Board returned with Commissioners Jung and Berkbigler absent.

**14-67F            AGENDA ITEM 3A**

**Agenda Subject: "Approval of minutes from Board of Fire Commissioners meetings of March 25 and April 8, 2014."**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried with Commissioners Berkbigler and Jung absent, it was ordered that Agenda Item 3A be approved.

**14-68F            AGENDA ITEM 4B**

**Agenda Subject: "Fire Chief Report – B) Update on the Mogul Fire Station #35."**

Fire Chief Charles Moore submitted and reviewed a summary of the Mogul Fire Station Development costs, which was placed on file with the Clerk.

Chief Moore read an e-mail thanking the District for their Ash Can Program that stated it was a wonderful program and much appreciated. He noted that the cans also served as a resource to place oily rags in water after their use to avoid spontaneous combustion.

**5:03 p.m.**        Commissioner Berkbigler returned to the meeting.

There was no action taken or public comment on this item.

*The following agenda item No. 6 will be heard by the Washoe County Board of Commissioners who will convene as the Board of County Commissioners and the Board of Fire Commissioners for the Sierra Fire Protection District and Truckee Meadows Fire Protection District.*

**14-69F            AGENDA ITEM 6**

**Agenda Subject: "Discussion, possible action or direction to staff on a plan for the use of automatic aid to provide assistance to neighboring fire agencies. (Requested by Commissioner Hartung)."**

Fire Chief Charles Moore explained that a fee schedule was imbedded in the Annual Operating Plan (AOP) with the U.S. Forest Service, the Bureau of Land Management (BLM) and most of the other neighboring agencies. He indicated when an extended and protracted incident occurred that fee schedule was used to base the costs.

Commissioner Hartung clarified that this item was also requested by Chairman Humke.

Chairman Humke said it was difficult to quantify costs. He indicated that he received e-mails stating it may not be lawful to grant services to another entity.

Commissioner Berkbigler felt that automatic aid should be done; however, questions had been raised if it was legal to offer automatic aid to the City of Reno if they did not reciprocate automatic aid back to the County. She asked if the proposal would offer free aid for a six month period.

Chairman Humke explained that his intent was for an experiment without billing the City for six months. Commissioner Hartung concurred. He said it was important to understand the number of priority medical calls and the overall call volume. He suggested maintaining a record on the calls the County responded to during the six months as well as a record on the value of the calls. It was incumbent on the County to assist the City and ensure that the citizens of Washoe County had the best service that could be offered.

**5:10 p.m.** Commissioner Jung returned to the meeting.

Paul Lipparelli, Legal Counsel, said the County, the Fire Districts and the Cities had fairly broad powers to enter interlocal agreements by which they agreed to perform work for one another or exchange services on terms that both entities felt were fair and reasonable. However, the property taxpayers within the District would be paying taxes into the District's budget that would provide services to another government entity that was not paying those taxes. After a certain point, he said that would become inequitable and potentially cause a claim by a resident in the Fire District that they were subsidizing another government's services without the benefit of a mutually, beneficial, bilateral agreement. He explained that the "Public Duty Doctrine" stated once a government agency publically represented that a certain emergency-type service was available from that government, people had a right to rely on that service. Mr. Lipparelli said if the County wanted to enter into an agreement with the City of Reno to provide automatic aid at no cost for a period of time to gather data, it would be a legally, enforceable contract. He did not believe the Board would breach the Public Duty Doctrine. If such an agreement was left in place for a longer period of time, and then the County decided not to continue the services, it would have to be done carefully so citizens that relied on those services would not miss them when they were no longer offered.

Chairman Humke said the General Fund could be used to reimburse the District for the six month period for their services, or collect funds from the City's taxpayers since they were being benefitted.

Chief Moore explained there were existing provisions in the Mutual Aid Agreement that could virtually produce the same result, which required a call to dispatch from a Reno Battalion Chief to dispatch a unit from the District; however, that response time would not be as fast as automatic aid. In order to have automatic aid up and running, he explained there would have to be certain programming changes in dispatch enabling

the dispatcher the ability to see that two calls had to be made, one to the City and one to the District.

Commissioner Berkbigler asked if that mutual aid was already in place. Chief Moore replied that agreement was in place with no restrictions on either entity making those calls. Commissioner Berkbigler remarked since the City was on the verge of browning-out four key stations for wildland fires, she asked if the District had the ability to quickly cover those areas in the event of a large wildland fire. Chief Moore felt that coverage could occur quickly. Commissioner Berkbigler inquired on the data already being collected on calls. Chief Moore clarified that data on mutual aid was being collected, as defined by the National Fire Incident Recording System; however, it was different than what the City defined as their mutual aid responses. Commissioner Berkbigler questioned if that information on gathering the mutual aid information could be changed, which would help her determine if automatic aid would need to be further pursued. She said an argument that kept resurfacing stated that the City provided more mutual aid to the County than the County provided to the City. Chief Moore felt that was untrue because on a mutual aid basis the number of times the County had called the City was roughly proportional to the number of times the City had called the County. Commissioner Berkbigler said she had faith in the Chief and the District's firefighters, but if the data were present it would be easier to determine the future.

Commissioner Hartung suggested directing the Chief to extend automatic and mutual aid directly to the City Council for the browned-out stations.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried, it was ordered that Chief Moore be given permission to offer automatic and mutual aid to the Reno City Council for the browned-out Fire Stations to include a six month timeframe as an initial test period.

*The following agenda item No. 7 will be heard by the Washoe County Board of Commissioners who will convene as the Board of Fire Commissioners for the Truckee Meadows Fire Protection District.*

**14-70F      AGENDA ITEM 7**

**Agenda Subject: "Discussion and action on the Truckee Meadows Fire Protection District Tentative Budget for Fiscal Year 2014-15 and direct staff to return at the Final Budget Hearing set for May 19, 2014."**

Fire Chief Charles Moore conducted a PowerPoint presentation, which was placed on file with the Clerk. The presentation highlighted the financial overview, the service level improvements, Sun Valley – Station 15 engine replacement, Water Tenders, Brush Engines and volunteer facility improvements.

Commissioner Hartung asked if it would be wise to add an additional reserve firefighter to the Bowers Station. Chief Moore replied that the best use for the reservists would be at the Mogul Station and Hidden Valley. Commissioner Hartung

asked if there were any stations that did not have paramedics. Chief Moore responded that the District had paramedics at all of their stations.

**5:40 p.m.** Commissioner Hartung temporarily left the meeting.

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Weber, which motion duly carried with Commissioner Hartung absent, it was ordered that Agenda Item 7 be accepted and directed.

*The following agenda item No. 8 will be heard by the Washoe County Board of Commissioners who will convene as the Board of Fire Commissioners for the Sierra Fire Protection District.*

**14-71F      AGENDA ITEM 8**

**Agenda Subject: "Discussion and action on the Sierra Fire Protection District Tentative Budget for Fiscal Year 2014-15 and direct staff to return at the Final Budget Hearing set for May 19, 2014."**

Fire Chief Charles Moore said the Sierra Fire Protection District (SFPD) collected their tax revenues and paid the Truckee Meadows Fire Protection District (TMFPD) for services within their District.

There was no public comment on this item.

**5:44 p.m.** Commissioner Hartung returned.

On motion by Commissioner Berkbigler, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 8 be accepted and directed.

**14-72F      AGENDA ITEM 9**

**Agenda Subject: "Approve the purchase of fifty-four (54) P25 compliant 800 MHz hand held radios at an estimated cost of \$148,418 from Daily-Wells Communications Inc., 3440 E. Houston Street, San Antonio, Texas 78219. (All Commission Districts)."**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 9 be approved.

**14-73F      AGENDA ITEM 10**

**Agenda Subject: "Approval and acceptance of a grant award, on behalf of the following (11) Volunteer Fire Departments: Cold Springs, Lemmon Valley, Palomino Valley, South Valley, Silver Lake, Wadsworth, Galena, Verdi, Red Rock, Gerlach, and Peavine, from the Nevada Division of Forestry Volunteer Fire Assistance Grant Program of fifty-five (55) Digital Handheld Bendix King DPH 5102X radios valued at \$88,803 to include an in-kind services match of 10% provided through wildland training hours completed by Truckee Meadows Fire Protection District and direct Finance Department to make any appropriate budget adjustments. (All Commission Districts)."**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 10 be approved and directed.

**14-74F      AGENDA ITEM 11**

**Agenda Subject: "Approval of a Cooperative Fire Protection Agreement and corresponding Annual Operating Plan for Cooperative Fire Protection Agreement between Bureau of Land Management, Carson City District Office, Winnemucca District Office and Truckee Meadows Fire Protection District."**

Commissioner Hartung asked if this item would negate the contract with the Nevada Division of Forestry. Fire Chief Charles Moore explained that it would not negate nor change the contract.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Berkbigger, which motion duly carried, it was ordered that Agenda Item 11 be approved. The Cooperative Fire Protection Agreement for same is attached hereto and made a part of the minutes thereof.

**14-75F      AGENDA ITEM 12**

**Agenda Subject: "Recommendation to accept a grant award from the Nevada Division of Emergency Management (DEM) in the amount of \$29,415 for the purpose of providing a regional Incident Command course in Washoe County and direct Finance Department to make any appropriate budget adjustments. (All Commission Districts)."**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Berkgigler, which motion duly carried, it was ordered that Agenda Item 12 be accepted and directed.

**14-76F      AGENDA ITEM 14**

**Agenda Subject:** "Commissioners'/Chief's Announcements, requests for information and identification of topics for future agendas. (No discussion among Commissioners or action will take place on this item.)"

There were no Board member comments.

**14-77F      AGENDA ITEM 15**

**Agenda Subject:** "Public Comment. Comment heard under this item will be limited to three minutes per person and may pertain to matters both on and off the Commission agenda. The District will also hear public comment during individual action items, with comment limited to three minutes per person. Comments are to be made to the District as a whole. "

There was no response to the call for public comment.

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**ADJOURNMENT**

**5:50 p.m.**      There being no further business to come before the Board, the meeting was adjourned from the closed session.

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**DAVID E. HUMKE**, Chairman  
Truckee Meadows Fire Protection  
District and Sierra Fire Protection  
District

**ATTEST:**

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**NANCY PARENT**, Washoe County Clerk  
and Ex-Officio Clerk, Truckee Meadows  
Fire Protection District and Sierra Fire  
Protection District

*Minutes Prepared By:  
Stacy Gonzales, Deputy County Clerk*

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## **COOPERATIVE FIRE PROTECTION AGREEMENT**

**Between**

**UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
CARSON CITY DISTRICT OFFICE  
CARSON CITY, NEVADA  
WINNEMUCCA DISTRICT OFFICE  
WINNEMUCCA, NEVADA**

**And**

**TRUCKEE MEADOWS FIRE PROTECTION DISTRICT  
RENO, NEVADA**

This Cooperative Fire Protection Agreement is made and entered into by and between the following entities, who may be referred to herein jointly as the Agencies to this Agreement: (1) The United States Department of Interior, Bureau of Land Management, Carson City District Office, and Winnemucca District Office hereinafter referred to as BLM or Federal Agency and (2) the Truckee Meadows Fire Protection District, on behalf of itself and the Sierra Fire Protection District which has consolidated into the former, hereinafter referred to as the District

14-745

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



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

## **I. PURPOSE:**

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

## **II. STATEMENT OF MUTUAL BENEFITS:**

The BLM and District have the responsibilities for prevention, suppression, and detection of fires on lands administered by each agency, on private lands, and other lands for which both agencies have assumed fire management responsibilities through authorized Agreements.

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

This Agreement is also limited to wildland fire management and does not include non-wildland fire management or medical aid responses. However, this Agreement does not preclude agencies from supporting one another in emergency situations as provided by their respective policies, procedures, or

other Agreements. In the event of a Presidential Disaster Declaration the agencies may assist one another under the provisions of this Agreement as long as the requested resources are available and all other provisions are met.

### **III. AUTHORITY:**

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

Specifically, Districts provide for wildland and structure protection on their administered lands within the State of Nevada.

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

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



- The Cooperative Funds and Deposits Act of 1975 (16 U.S.C. 565a 1-3).

#### **IV. MUTUAL AID:**

**The BLM agrees:**

1. That upon discovery or report of a fire, or through a dispatch request, the BLM will respond with firefighting resources to any wildland fire within the Fire Protection Districts' jurisdiction or within the Fire Protection Districts' "response areas" (i.e., "General County" lands for which the Fire Protection Districts have response obligations) that is perceived to threaten lands under federal jurisdiction (see attached map – Exhibit A). Fire protection services are limited to those related to wildland fire suppression as opposed to structural fire suppression or protection. The Federal agencies are not responsible for fighting structure fires, but may assist in providing structure protection, as trained and capable, when wildland fires threaten to engulf structures. Truckee Meadows Fire Protection District is responsible for structure fire suppression, structure protection and related costs within their jurisdictional boundaries.
2. Mutual aid, for the purposes of this Agreement is the initial attack action taken, either voluntarily, upon request of the District, or on a preplanned basis by the participating agencies. The participating agencies will provide fire suppression equipment and mutual-aid assistance within their own protection guidelines, safety limitations, and availability of resources, without unnecessary depletion of resources.
3. To provide mutual-aid assistance to the District for a period of 24 hours. The 24-hour period shall begin from the time of initial dispatch. The Federal agencies will bill only for the resources that are on the incident past 24 hours including travel time from release of the incident and any equipment rehabilitation which will be limited to 2 (two) hours maximum. The rates will be posted and updated in the Annual Operating Plan. In the event the incident requires an extensive commitment of resources beyond preplanned basis, and/or involves multiple jurisdictions or goes into

extended attack in the first burning period or is longer than 24 hours, then the cost of all resources on the incident will be covered in a Cost Share Agreement (Exhibit B) and cost of those resources will be billed retroactive from the time of dispatch. Mutual aid fire suppression assistance is normally supplied by the existing initial attack forces of the agencies, therefore, it is agreed that such forces are to be released and returned to their respective stations at the earliest practical opportunity. Aircraft and hand crews are excluded from mutual aid and will be considered as assistance by hire.

**The District agrees:**

1. That upon discovery or report of a fire, or through a dispatch request, the District will respond with firefighting resources to any wildland fire within the federal jurisdiction that is perceived to threaten lands under the Protection Districts' jurisdiction or within the Protection Districts' "response areas" (i.e., "General County" lands for which the department have response obligations) (see attached map – Exhibit A). A response outside of the departments' boundaries or response area without the request of the BLM will be considered voluntary mutual assistance and is non-reimbursable unless otherwise agreed to in a cost-share Agreement. Structure protection within the Protection districts' jurisdiction is the responsibility of Truckee Meadows Fire Protection District.
2. Mutual aid, for the purposes of this Agreement is the initial attack action taken, either voluntarily, upon request of the Federal agencies, or on a preplanned basis by the participating agencies the participating agencies will provide fire suppression equipment and mutual-aid assistance within their own protection guidelines, safety limitations, and availability of resources, without unnecessary depletion of resources.
3. To provide mutual-aid assistance to the Federal agencies for a period of 24 hours. The 24-hour period shall begin from the time of initial dispatch. The District will bill only for the resources that are on the incident past 24 hours including travel time from release of the incident and any equipment rehabilitation which will be limited to 2 (two) hours maximum. The rates



will be posted and updated in the Annual Operating Plan. In the event the incident requires an extensive commitment of resources beyond preplanned basis, and/or involves multiple jurisdictions or goes into extended attack in the first burning period or is longer than 24 hours, then the cost of all resources on the incident will be covered in a Cost Share Agreement (Exhibit B) and cost of those resources will be billed retroactive from the time of dispatch. Mutual aid fire suppression assistance is normally supplied by the existing initial attack forces of the agencies, therefore, it is agreed that such forces are to be released and returned to their respective stations at the earliest practical opportunity. Aircraft and hand crews are excluded from mutual aid and will be considered as assistance by hire.

## **V. INTERAGENCY COOPERATION:**

1. A fire burning on, or adjacent to, a jurisdictional boundary will be the initial attack responsibility of the protecting agencies on either side of the boundary. The Initial Attack Incident Commander in consultation with the involved agency representative shall mutually agree upon fire suppression objectives, strategy, and the commitment and funding of agency suppression resources. Incident objectives will reflect the priorities of; human life/firefighter safety, protection of property and natural resource values. Unless it is determined that the fire will remain confined to the sole jurisdiction of one agency, a unified command organization will be implemented. When a fire burns on both sides of a protection boundary, a cost share Agreement will be prepared.
2. When a fire that is burning solely on one jurisdictional agency's land and is deemed to be threatening another jurisdictional agency's lands, the agencies to this Agreement may elect to absorb the cost of their resources used to protect their jurisdictional lands. The determination of when the fire becomes a threat will be made by the jurisdictional agency's chief officer on scene of that incident and the justification of the determination will be documented in the Cost Share Agreement (Exhibit B).
3. The guiding principle for the dispatch of initial attack suppression resources

on first alarm is to use the closest available resources regardless of which agency they belong to, and regardless of which agency has the protection responsibility.

4. The Agencies will operate under the concepts of the National Interagency Incident Management System (NIIMS) and its Incident Command System (ICS), as appropriate for providing qualified resources and for management of incidents encompassed under the terms of this Agreement. During initial attack, all Agencies will accept each other's training and qualifications, and equipment standards. Once jurisdiction is clearly established, the standards of the Agency with jurisdiction will be applied.
5. On multiple jurisdiction fires, each agency may provide an incident commander and operate under the concept of unified command. All Agencies to this Agreement agree to utilize a coordinated ordering process when in unified command. This ordering process includes a single ordering point (dispatch center) for boundary and multiple jurisdictional fires.
6. All Agencies to this Agreement agree that multiple jurisdictional fires which are in a unified command structure, a Complexity Analysis (Exhibit C) will be completed to determine the level of the incident management structure. The Complexity Analysis can also be found in the Incident Response Pocket Guide (IPRG) PMS 461, published by the National Wildfire Coordinating Group (NWCG). This Complexity Analysis should be completed periodically during the incident to ensure proper incident management structure is in place.

## **VI. ASSISTANCE-BY-HIRE:**

1. Agencies to this Agreement will provide current assistance-by-hire rate schedules and updates when rates change. The rates will be posted and updated as Exhibit "B" in the Annual Operating Plan.
2. Assistance-by-hire upon a full reimbursement basis will be extended to the agencies, with the exception of mutual aid assistance as provided in Section



IV, paragraph 3. The request to hire fire protection assistance must be clear and precise, and shall be processed and recorded through the dispatch system of both agencies. Except for mutual aid, all requests for fire suppression assistance shall be assistance-by-hire. Agencies' personnel, equipment, and/or supplies provided to another agency, but not specifically ordered by that agency, shall be considered a voluntary contribution.

3. The District, when resources are available, will provide mutual aid and ground initial attack resources on a year-round basis to fires occurring on federal jurisdiction, in recognition that the federal agencies response will be delayed due to lack of resources during the time period from fall to spring. This period of time will be identified in the Annual Operating Plan.
4. Aircraft and hand crews will be assistance by hire for all incidents except on multi-jurisdictional incidents where the cost of these resources can be shared according to the Cost Share Agreement.
5. Per the National Fire and Aviation Executive Board (NFAEB) Master Cooperative Wildland Fire Management, Cooperators may be utilized for fire management services, when agreed to by the affected agencies.
6. Request for Assistance-by-hire outside of the BLM Carson City District boundary must be clear and precise. Resource orders for personnel and equipment will be made through and tracked by the sponsoring agency. This request process requires the approval of the BLM duty officer. The approval or denial of such request shall be noted in the remarks section on the resource order.
7. Resource orders for the District's personnel that are pre-approved by the parent agency (BLM) and who are members on Great Basin T-1, T-2, or local approved T-3 teams do not require BLM, Carson City District, duty officer approval. The Fire District personnel that are not on a team and who are requested as single resource to a wildland fire incident outside of the mutual aid boundary will require approval from the BLM duty officer prior to filling the request.

8. To receive payment for services rendered, the cooperator will submit all billing invoices to their parent agency. Each invoice shall contain a "remit to address" and a "tax ID" number along with a "DUNS" number. All invoices will be sent to the parent agency within 120 days of completion of the fire management services, unless a written request for an extension has been granted by the agency. For federal fire management services, the cooperators shall comply with the above stated billing requirements. Upon receipt of the invoice from the cooperator, the federal agency may make payment as requested.

## **VII. FIRE TRESPASS:**

1. Fire Trespass is defined as the occurrence of unauthorized wildland fire ignited by human activity for which there is evidence of negligence or intent. The federal regulations provide that any injury to resources on the public lands is an act of trespass for which the trespasser will be liable for damages and subject to prosecution. 43 C.F.R. § 9239.0-7; see also 43 C.F.R. § 9212.1 ("Causing" a fire, other than one specifically excepted by regulation, on public lands is a "prohibited act.")). Federal law allows the Bureau of Land Management (BLM) to recover costs it incurred either in suppressing a negligently human-caused wildland fire or in rehabilitating public lands damaged as a result of that fire. National BLM policy requires that BLM pursue cost recovery in all fire trespass matters.
2. In responding to and suppressing a wildland fire, the agency that has the land management jurisdiction/administration role (i.e., the agency that administers the lands where the fire ignited) is considered the "lead agency." Other agencies, including the BLM, which provide fire protection or perform other fire-related services, are considered "cooperating agencies." The lead agency is responsible for determining the fire origin and cause of ignition and the suspected person who or entity that negligently or intentionally ignited the fire. Where the cooperating agency is BLM, appropriate BLM law enforcement and/or fire investigation personnel will assist the lead agency in making those assessments. Consequently, at the outset of the investigation, the lead agency must invite federal law



enforcement personnel or other appropriate fire investigation personnel to work jointly with the lead agency to determine the fire cause and origin and determine whether the fire was negligently caused. Should the lead agency choose not to investigate, and/or the fire originates on private lands, the lead agency must invite federal law enforcement officers to co-investigate the fire.

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

## **VIII. FIRE TRAINING:**

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

## **IX. FACILITIES:**

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

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

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

## **XI. REGULATIONS AND REQUIREMENTS:**

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



## **XII. COST SHARE:**

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

the acreage percentage of the fire within an agency's protection area. This method is used when agencies' responsibilities, objectives, and suppression costs are similar.

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

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

### **XIII. BILLING PROCEDURES:**

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.)

OF-286, Emergency Equipment Use Invoice, should NOT be completed by the incident agency for federal, state and local cooperator vehicles (including rental vehicles). Cooperators will bill the protecting agency for vehicle use based on work time recorded on the OF-288 using the guidelines below.

#### **Non-Billable Items**

The following items are NOT considered billable by the Agencies:

1. Agency overhead personnel performing agency specific duties and not assigned to the incident
2. Non-expendable accountable property



3. Interest and indemnities payments
4. Agency specific Burned Area Emergency Rehabilitation (BAER) beyond suppression damage rehab
5. False Alarms with the exception of aircraft and hand crews

## **Billable and Shareable**

### Indirect Costs Not On Resource Orders:

There are associated costs that both State and Federal Agencies incur in providing resources to an incident. Per the Cooperative Fire Protection Agreement, Clause 29, Assistance by Hire; 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:

- **Dispatchers**
- **Airbase Costs:** includes salaries, travel expenses, retardant and supplies associated with the airbase in support of the incident.
- **Warehouse/Cache:** includes local and regional cache personnel and associated transportation costs when performing activities in support of the incident.
- **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.
- **Transportation Costs:** includes personnel performing activities in support of the incident or mobilization centers. This may also include salaries, mileage and lodging/per diem.
- **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.

- **Agency Support Cost Covered Under Specific Labor Agreements:** includes cost of lodging/per diem and related mileage to and from the incident.
- **Backfill:** backfill coverage for shift firefighters assigned to fire stations will be billable to the incident. The overtime for the backfill will be billed to the incident and the regular time for the person on the incident will not be billed.
- **Invoice Preparation:** includes charges by agency staff for the preparation of incident billing documents/packages.
- **Correction Officers:** all time for State correction officers will be fully 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.

1. Federal Agency: Federal Agency will submit bills to the District whenever the District is the Protecting Agency and billing is appropriate. If either party provides a billable service on an incident (either assistance by hire or cost share) on which the cooperator is a party to the Nevada WFPP, billings will be submitted to Nevada Division of Forestry for payment.
2. The District: The District will submit bills to the Federal Agency whenever the Federal Agency is the Protecting Agency and billing is appropriate.

#### Truckee Meadows Fire Protection District Billings:

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

NV FS Jurisdictional Fires: Refer to local Cooperative Fire Protection Act (CFPA) agreement with the Humboldt-Toiyabe NF for billing instructions. If no CFPA is in place with the Humboldt-Toiyabe NF,

submit billings to the BLM.

FS Jurisdictional Fires (Out of State): Refer to local Cooperative Fire Protection Act (CFPA) agreement with the Humboldt-Toiyabe NF for billing instructions. If no CFPA is in place with the Humboldt-Toiyabe NF, submit billings to the BLM.

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  
ATTN: Incident Business Lead  
3833 South Development Avenue  
Boise, ID 83705

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  
ATTN: Incident Business Lead  
3833 South Development Avenue  
Boise, ID 83705

State Fires (Out of State): Submit all billings for state fires outside the state of Nevada to:

Humboldt-Toiyabe NF  
1200 Franklin Way  
Sparks, NV 89431.

State Fires (In State): Submit all billings for Nevada State fires to:

Nevada Division of Forestry  
2478 Fairview Drive  
Carson City, NV 89701

3. Billing Estimates/Timeframes: On fires where costs are incurred pursuant to



the terms of this Agreement, the Billing Agency shall submit a bill or estimate for reimbursement as soon as possible, but no later than 180 days after the fire is declared out. If the total cost is not known at the time of initial billing, a partial bill or estimated bill, so identified, may be submitted.

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

Note: Supporting documentation must be taped on 8 ½" x 11" sheets of paper. Photo copies will be accepted.



#### 7. Billing Addresses:

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

Truckee Meadows Fire Protection District  
Charles Moore, Fire Chief  
P.O. Box 11130  
1001 E. Ninth Street  
Reno, NV 89520-0027

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

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

United States Department of the Interior  
Bureau of Land Management  
Fire & Aviation  
Winnemucca District Office  
Attention: Fire Management Officer  
5100 E. Winnemucca Blvd.  
Winnemucca, NV 89445

#### **XIV. MUTUAL UNDERSTANDING:**

1. Either agency may, upon its own initiative and after prompt, proper notification, take immediate action to attack a wildland fire within the Districts' or the respective BLM' jurisdiction. None of the Agencies to this

Agreement shall perform any fire suppression action which is contrary to the limitations found within this Agreement, and any reimbursement shall be pursuant to this Agreement.

2. The first qualified agency fire officer on-scene shall assume command responsibility, relinquishing responsibility to a qualified jurisdictional Incident Commander upon their arrival.
3. Agencies to this Agreement agree to take no suppression or support action which would constitute a reimbursable billing action per this Agreement, unless authorized by a Chief Officer of the jurisdictional agency. If it is determined that the fire is confined to the sole jurisdiction of either party, then the jurisdictional agency will designate an Incident Commander.
4. Responses to BLM fires by District resources will be documented on the BLM Field Fire Report form (Exhibit D), and submitted to the BLM within five (5) working days. The BLM shall provide to the department the BLM Field Fire Report Forms.
5. The Federal Agency is not responsible for fighting structure fires, but may assist in providing structure protection, as trained and capable; when wildland fires threaten to engulf structures District is responsible for structure fire suppression and related costs.
6. Each agency will provide a yearly update of Fire Officers, station locations, resources, radio call-numbers/frequencies, and authorize frequency use in the Annual Operating Plan.
7. Prior to April of each year, BLM and the District designees shall review the Annual Operating Plan as an addendum to this Agreement.

A. This Annual Operating Plan shall:

- 1) Clearly identify and define, as appropriate, the operational aspects and field relationships contemplated by this Cooperative Agreement.

- 2) Describe the cost share process and requirements.
- 3) Contain any needed Definitions
- 4) Not conflict with the terms in this Cooperative Agreement.
- 5) Be signed by the BLM Carson City District Office Managers the BLM Carson City District Fire Management Officers and the Nevada BLM State Office Contracting Officer.

#### **XV. WAIVER OF CLAIMS:**

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

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

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

#### **XVI. MISCELLANEOUS CONDITIONS:**

All notices, demands, and correspondence required or provided for under this



Agreement shall be in writing and delivered in person or mailed by certified mail, postage prepaid, return receipt requested. Notices given to either party shall be addressed as follows:

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

United States Department of the Interior  
Bureau of Land Management  
Fire & Aviation  
Winnemucca District Office  
Attention: Fire Management Officer  
5100 E. Winnemucca Blvd.  
Winnemucca, NV 89445

Truckee Meadows Fire Protection District  
Attn: Charles Moore, Fire Chief  
P.O. Box 11130  
1001 E. Ninth Street  
Reno, NV 89520-0027

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

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

IN WITNESS WHEREOF, the Parties have executed this Cooperative Fire Protection Agreement between the United States Department of The Interior Bureau of Land Management Carson City District Office, Winnemucca District Office and Truckee Meadows Fire Protection District as of \_\_\_\_\_, 2014

\_\_\_\_\_  
BERNADETTE LOVATO  
Carson City District Manager  
Carson City District Office  
Bureau of Land Management

Date\_\_\_\_\_

\_\_\_\_\_  
GENE SEIDLITZ  
Winnemucca District Manager  
Winnemucca District Office  
Bureau of Land Management

Date\_\_\_\_\_

\_\_\_\_\_  
MIKE R. FETTIC  
Fire Management Officer  
Winnemucca District Office  
Bureau of Land Management


Date\_\_\_\_\_

\_\_\_\_\_  
SHANE MCDONALD  
Fire Management Officer  
Carson City District Office  
Bureau of Land Management

Date \_\_\_\_\_

\_\_\_\_\_  
KENDA TUCKER  
Procurement Analyst  
Nevada State Office  
Bureau of Land Management

Date \_\_\_\_\_

  
\_\_\_\_\_  
DAVID HUMKE, Chairman  
Truckee Meadows Fire Protection District  
Board of Fire Commissioners

Date May 13, 2014

**Exhibit B**  
**Example Cost Share Agreement**

COST SHARE AGREEMENT

USDA FOREST SERVICE

And

STATE OF CALIFORNIA

DEPARTMENT OF FORESTRY AND FIRE PROTECTION

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

INCIDENT NAME: **Berry Fire**

INCIDENT NUMBER BY AGENCY: CAL FIRE – CA-RRU-055439

USFS – P5A7MP

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

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

COOPERATIVE FIRE PROTECTION NUMBERS:

INCIDENT CAUSE: Under investigation

COMMAND STRUCTURE: Unified command

Start Date/Time: July 11, 2007 at 1800

End date/time: July 16, 2007 at 1800

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

INCIDENT COMMANDER: HECTOR MONTANO, CAL FIRE

INCIDENT COMMANDER: MICHAELA MELTOR, USFS

AGENCY REPRESENTATIVE: CAL FIRE – HECTOR MONTANO

UNIFIED ORDERING POINT: Perris Emergency Command Center

Exhibit B – Continued  
SAMPLE COST SHARE AGREEMENT

Agency Representatives participating in development of this cost share agreement:

Rick Money, USFS      Todd Shymanski, CAL FIRE      Jake Zimmer, USFS  
Maryanna Cycle, BLM

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

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



Exhibit B – Continued

SAMPLE COST SHARE AGREEMENT

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

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

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

AGENCY	GROUND RESOURCES	AIRCRAFT/RETARDANT
USFS	54.72%	90.61%
CDF	45.28%	9.39%
Total	100%	100%

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

MICHAELA MELTOR  
Forest Service

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

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Signature, Agency Representative

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Signature, Agency Representative

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

Mailing Address:  
CAL FIRE  
County Administrative Center  
82-657 Highway 111  
2<sup>nd</sup> Floor, Suite 210  
Indo, CA 92201  
Telephone: (000) 999-4321

Telephone: (000) 999-1234

Date of this finalized agreement: 7/16/2007  
Contacts are:

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

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

Maryanna Cycle  
USDI, BLM  
2800 Cottage Way, Rm W-1834 210  
Sacramento, CA 95825  
(911) 999-2222

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

Attachments will follow, if applicable.

Exhibit C  
Complexity Analysis

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

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