

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

TUESDAY

9:00 a.m.

APRIL 21, 2015

PRESENT:

Marsha Berkbigler, Chair
Kitty Jung, Vice Chair
Vaughn Hartung, Commissioner
Jeanne Herman, Commissioner
Bob Lucey, Commissioner*

Nancy Parent, County Clerk
John Slaughter, County Manager
Dave Watts, Legal Counsel
Charles Moore, Fire Chief

The Board convened at 9:01 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:

15-0046F AGENDA ITEM 3

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 Board of Fire Commissioners 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 Board of Fire Commissioners as a whole.”

Chief Richard Boykin, Cold Springs Volunteer Fire Department, explained the history, structure, and mission of the County’s Volunteer Fire Departments. He said the Volunteer Fire Departments contracted with the District and any problems were dealt with through cooperation, negotiation and management skills. He said the volunteers had not received copies of the Volunteer Handbook nor were they asked to provide input and, from what he heard, the proposed overhaul of the volunteer system threatened to destroy morale. He stated that would most likely result in the decline of the depth of service provided to the citizens of Washoe County by the volunteers. He said it would be a shame to lose their hundreds of years of experience and knowledge. He encouraged the Commissioners to visit their volunteer departments and to make their own decisions as to their value.

CONSENT ITEMS – 4A THROUGH 4D

15-0047F AGENDA ITEM 4A

Agenda Subject: “Approval of minutes from Board of Fire Commissioners meeting January 27, 2015 and February 10, 2015.”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried with Commissioner Lucey absent, it was ordered that Agenda Item 4A be approved.

15-0048F AGENDA ITEM 4B

Agenda Subject: “Approval of an Interlocal Agreement between Truckee Meadows Fire Protection District and Washoe County, on behalf of the Washoe County Sheriff’s Office, for the testing and training connected to Self-Contained Breathing Apparatus Equipment commencing April 21, 2015.”

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

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried with Commissioner Lucey absent, it was ordered that Agenda Item 4B be approved. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

15-0049F AGENDA ITEM 4C

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.”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried with Commissioner Lucey absent, it was ordered that Agenda Item 4C be approved. The Cooperative Fire Protection Agreement for same is attached hereto and made a part of the minutes thereof.

15-0050F AGENDA ITEM 4D

Agenda Subject: “Approval of the Interlocal Agreement – RAVEN Fire Training, Monitoring and Suppression Personnel and Equipment between the County of Washoe on behalf of the Washoe County Sheriff’s Office, Truckee Meadows Fire

Protection District and North Lake Tahoe Fire Protection District [\$65,000 and \$10,000 respectively] for the provision, when requested of a helicopter or other aircraft and personnel and approve reimbursement for services rendered throughout the year by the Washoe County Sherriff's Office to be paid in accordance with the Interlocal Agreement to the Washoe County Sheriff's Office Regional Aviation Unit (RAVEN), and if approved, authorize the Finance Division to make the necessary budget adjustments.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried with Commissioner Lucey absent, it was ordered that Agenda Item 4D be approved and authorized. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

15-0051F AGENDA ITEM 5

Agenda Subject: "Fire Chief Report: A) Report and discussion related to fire district operations and B) Career and Volunteer Statistics' and Report for March 2015."

Fire Chief Charles Moore advised the City of Reno and the District completed the Computer Aided Dispatch (CAD) upgrade of the Tiburon system. He stated there was a significant enhancement to the software upgrade that allowed the dispatchers to see the position of every law enforcement vehicle and fire truck, which by the end of June should include the City of Sparks. He stated the CAD software would automatically select the closest unit, which he felt was consistent with the intent of SB 185. He stated in real time, the dispatcher could see if a fire vehicle was on a call, returning from a call, or if it was in quarters. He said that removed any of the technological problems with automatic aid moving forward in the region. He stated he believed the coordinated dispatch center was the first step in getting regional fire going.

Commissioner Hartung asked if seeing the Reno-Tahoe International Airport Authority Fire Department vehicles would be included. Chief Moore said only if they had a mobile-data terminal. He advised the airport's vehicles were generally restricted to the airport's property per Federal Aviation Administration (FAA) regulations.

Commissioner Jung asked if dispatch could see the location of the Regional Emergency Medical Services Authority's (REMSAs) ambulances. Chief Moore replied they could not be seen with the Tiburon software upgrade due to REMSA being on a different system. He stated when the CAD-to-CAD interface was connected, it would be likely the ambulance locations would be seen. Commissioner Jung encouraged Chief Moore to speak with whoever was in charge of the Airport Authority's Fire Department because all of the separate fire departments needed to be included to achieve a truly regional fire department. She stated she understood the FAA regulations, but she

was aware there were other communities that fully regionalized all of their fire departments. Chief Moore said he would follow up with Chief Nelson.

***9:10 a.m.** Commissioner Lucey arrived.

Chair Berkbigler asked for a report at the next meeting on what the timeframe for REMSA would be because the Commissioners were getting a lot of questions about that issue. Chief Moore said the company that produced REMSA's dispatching software purchased Tiburon. He felt perhaps in a year or two there would be some kind of connectivity between Tiburon and the software REMSA used. He said in the shorter term, once Tiburon's upgrade was done with the City of Sparks, there would be a link between REMSA, the County's dispatch, and the City of Reno's dispatch. He stated when a call came up and REMSA saw it, the District's dispatchers would see it also, and vice versa.

Commissioner Hartung asked if eventually the police and sheriff units would be hooked up. He said fire might be able to be the first responder, but if it was a situation that had to be cleared first by the Sheriff's Office or one of the police departments, it would be important to know where those resources were at any given time. Chief Moore replied a dispatcher would also be able to see law enforcement. He said many communities equipped law enforcement with an automatic heart defibrillator because they often arrived ahead of fire. He said a fully integrated dispatch operation would solve not knowing where resources were, especially during instances when a fire was three blocks away from a fire truck sitting in its station. Commissioner Hartung said he hoped it would involve saying there was an emergency three blocks away regardless of what the emergency entailed. Chief Moore stated he believed SB 185 set a minimum level of cooperation between the fire agencies and contained nothing that would restrict the jurisdictions from taking it one step further so there would be automatic aid across the board for any sort of emergency that needed an immediate response from whatever agency. Chair Berkbigler believed the intent of SB 185 was to get the communities talking to each other on how to best serve its citizens, and hopefully this would be step one.

Chief Moore said the moisture level in the tall timbers was very dangerous and the District's fear was about a fire getting into the tall timbers and crowning. He stated one projection indicated the potential was for 1,000 hours of fuel to be incinerated in 4 hours due to the very dry conditions. He said he was not as concerned about the Sagebrush and the grass fires, because there were always some of those types of fires during the summer. He stated a huge amount of caution needed to be exercised with respect to the 1,000-hour fuels. He said last year's Hunter Creek fire would be a different fire if it happened this year, because it would be a lot more severe. He stated the Truckee River watershed basin was 15 percent of normal and the water in Lake Tahoe was three feet below its natural rim and was expected to drop to about six feet. He said the District would do its part to conserve water by restricting any training that would require flowing water; it would test its fire hydrants, but not flush them; and would look at all of the fire stations' irrigation systems.

Commissioner Lucey said he lived near Reno's Fire Station 12, and he saw them washing off the back aprons with the brush tender's water. He asked if there were any water restrictions in place due to the drought. Chief Moore said he had been talking about conserving water at the staff level. He stated the fire trucks would not be washed as often unless the vehicle had been out on a brush fire and was exceptionally dirty. He stated in that case it would be washed due to dirt being abrasive. He said conserving water in the facilities was also being looked at.

Chief Moore said minor issues were corrected with the Type 3 Engines after they were delivered, and they should be in service by the end of May; and the last Type 1 Engine would be delivered in about three months. He stated he was proud of what was done to upgrade the District's emergency vehicles during the last few years.

Chief Moore said there was a meeting of the Regional Fire Chiefs at Lake Tahoe, and a busy fire season was expected and there was a discussion on limiting mutual aid requests. He stated if the area received some monsoonal moisture, the stance of limiting mutual aid to the District's regional partners could be relaxed somewhat. He said when a call went out, the response would occur within 30 minutes in an attempt to keep the fire small.

Chair Berkbigler said Incline Village would be conducting a program on how the citizens in a specific senior community would egress in the event of a fire, and she asked if the District would be participating. Chief Moore said he would be talking with the new homeowners in Montrose at the end of April, and he asked to get on an agenda for the Galena Forest Homeowners Association because he was very worried about that area's fuels. He said regarding community wide evacuations, people should sign up for Code Red, which was the best way to get the word out to an area's citizens that it was time to leave. Chair Berkbigler asked if the citizens would be given an evacuation plan. Chief Moore said Galena had only one way out. He stated an evacuation needed to be coordinated so it did not conflict with the incoming fire trucks. He said it was necessary to understand where the fire was burning and where it was heading to determine who needed to be evacuated. He said the National Weather Service was a partner in understanding that issue. He stated the strategy was to get enough resources surrounding the fire and then work inward to suppress it. He said once the fire crews had control of the perimeter of a wildfire, they could breathe easier. He stated wind was the one thing they could not control and no amount of mutual aid would allow surrounding a wind-driven fire quickly enough to contain it. He said during a wind event, fire personnel had to get downstream of where the fire would be in 30 to 45 minutes and start setting up there. He stated it had been proven time and time again that defensible space would increase a home's survivability.

Chief Moore said a Wildfire Awareness seminar would be hosted by the Cooperative Extension of the University of Nevada, Reno on May 2nd for the West Washoe Valley residents, which was held last year for the residents of Arrowcreek. Amy Ray, Fire Marshal, discussed other upcoming events.

Chief Moore said community preparedness would pay dividends this summer. He stated the National Weather Service warned of wind events during May and June, but they would not be as severe as those typically seen in July.

Chief Moore said the District's staff was involved in three cardiac arrests that had successful outcomes, and he was very proud of them. He believed that validated the District's strategy of having the advanced life support (ALS) program in place when it was stood up.

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

15-0052F AGENDA ITEM 6

Agenda Subject: "Approval of a two year Interlocal Contract between Truckee Meadows Fire Protection District and the State of Nevada acting by and through the Nevada Division of Forestry Department of Conservation and Natural Resources in the amount of \$180,000 per fiscal year, not to exceed \$360,000 for the purpose of resources, equipment and financial assistance in the mitigation of emergency fire incidents."

Fire Chief Charles Moore said this Interlocal Contract worked much like an insurance program. He stated if there was a major wildfire and the costs kept climbing, the Nevada Division of Forestry (NDF) would pay any extraordinary costs. He urged the Commission to ratify the Interlocal Contract.

Commissioner Hartung asked if it was the same amount as last year. Chief Moore said the Interlocal Contract included the Sierra Fire Protection District and the Truckee Meadows Fire Protection District, and he believed it was for the same amount as last year. Commissioner Hartung stated it was not an unreasonable figure. Chief Moore said \$180,000 could be spent in about 15 minutes.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Lucey, which motion duly carried, it was ordered that Agenda Item 6 be approved. The Interlocal Contract for same is attached hereto and made a part of the minutes thereof.

15-0053F AGENDA ITEM 7

Agenda Subject: "Discussion and possible approval of the annual performance evaluation for Truckee Meadows Fire Protection District Fire Chief including (but not limited to) discussion regarding results, goals, and objectives."

Fire Chief Charles Moore said last year he provided a list of what was accomplished and what the District's needs were for the following year. Commissioner

Hartung requested information on whether the goals set last year were met and whether the District stayed inside of its budgetary constraints. Chief Moore said he could do it now or next month, but he needed to know what items the Board wanted him to work on for the next year. Chair Berkbigler suggested the Chief provide a brief synopsis of the goals that were met, after which the Commissioners could provide him with what they would like him to do during the next year.

Chief Moore said the memo attached to the staff report outlined a number of his accomplishments. He believed what the Board felt was important for next year was to complete the merger of the Truckee Meadows Fire Protection District (TMFPD) and the Sierra Fire Protection District (SFPD). He said a lot of steps had been taken with respect to the Legislature because a law was needed to allow the Board to dissolve the SFPD, would increase the Emergency Fire Fund from \$1million to \$1.5 million, and would ensure any SFPD tax abatements were left intact as the TMFPD came in over the SFPD. He said once the Board approved the dissolution, staff would have to work with the Assessor's and the Treasurer's Offices to put everything in place by Fiscal Year 2016-17 with respect to the tax billings. He advised this should be the last year there would be separate budgets for the TMFPD and the SFPD.

Chief Moore said there was a need to consolidate the volunteer departments due to the difficulty in managing nine departments. He stated the training program also needed to be reenergized, which was a very high priority. He said with respect, the way the volunteers did business for the last 40 years he did not see as a good model to use going forward. He understood change was difficult, but it was necessary for managing risk, organizational efficiency, and many of the things he outlined during previous presentations. He said he would be presenting the full plan to the Board next month, and he believed building up the volunteers would take about two years.

Chief Moore said work on automatic aid was well under way and, once SB 185 was passed, the Fire Chiefs would work out a plan and figure out how CAD would make that work.

Chief Moore said there were some glaring facility needs. He advised the logistics warehouse needed a new roof, because the existing roof contained asbestos, and it was not seismically up to date. He stated an analysis indicated it did not make sense to spend money on the facility and a new location needed to be found for the logistics warehouse. He said staff was doing an analysis of the options, which he should be able to bring to the Board in a couple of months. He stated relocating Station 14 was a high priority and the Hidden Valley Station needed an extension to its truck bay because only one of the fleet's engines fit. He said Station 39 needed an additional bathroom due to the increasing gender diversity of the workforce, along with some exterior upgrades.

Chief Moore stated because the District's operations to respond to I-80 calls would be co-located with Storey County, he spoke to some of the Commissioners about the Reno Industrial Park's developer wanting to fund the rolling stock needed now instead of building that station in the future. He said doing that would add the rolling

stock to the District's fleet at no additional cost to the taxpayers. Commissioner Hartung asked if the rolling stock would cost the same as the station. Chief Moore said it would be close. Commissioner Hartung said he understood the need for rolling stock, but his concern was about the life expectancy of the rolling stock versus a station. Chief Moore said the life expectancy of a ladder truck and a heavy rescue was about 15 plus years, because they were not used on a daily basis, and a station could last 30 to 50 years depending on the materials used to build it. Commissioner Hartung said the rolling stock was a relatively short-term investment compared to a piece of property, which would be an asset owned by the District that would continue to escalate in value. Chief Moore said he saw a need for that station in 10 to 15 years, and he would propose leaving the option open of building the station if needed. He advised the rolling stock was needed now and would be an investment of \$2 million or more. Commissioner Hartung requested an analysis of the cost to purchase the equipment with the inflationary rate versus a hard location. He also wanted to know if there would be any flexibility regarding locating the station, because he thought that station could be built anywhere up and down the I-80 corridor. Chief Moore explained there was a specific site earmarked for the station at the entrance to the Reno Industrial Park.

Chief Moore reviewed items 6 through 9 and item 11 listed in his memo to the Board attached to the staff report. He said Item 10 was about amending the TMFPD and Washoe County agreement, because it was felt there were a number of ways the District could be more efficient with respect to expenditures, especially fleet maintenance, by having the ability to use outside contractors. He stated staff would like to bring forward a purchasing policy unique to the District. Commissioner Jung said she would like to see an evaluation of the top three things the District was paying back to the General Fund under the County wide cost allocation plan (COWCAP) to see if the District would be better off if it had its own attorney or mechanic.

Commissioner Jung requested a 360-evaluation be done for the Chief based on a list of 15 people the Chief and Chair agreed would provide good feedback on the Chief's performance. Chief Moore said he would be happy to do that as long as people would attach their name to their comments. Commissioner Jung advised the evaluations were always anonymous. She said she wanted feedback on the Chief's strengths and difficulties, because she certainly was not a fire expert. She stated she would not set him up for failure, and she, the Chief, and the Chair could sit down to figure out who those people would be. Chair Berkgigler said a 360-evaluation was a pretty standard protocol for evaluating department heads. She felt it would be beneficial to the Chief, because she had gone through them herself and found them to be very beneficial.

In response to the call for public comment, Cliff Low said if the District did a State of the District message, it would indicate the District was strong and getting stronger. He stated for anyone to say the District provided inferior service would be someone who did not have all of the information, especially if they stated it was inferior due to the flexible staffing the District used to match its resources to the types of calls it dealt with. He said Chief Moore was a good man and was doing a fine job in less than

ideal circumstances. He felt if the Chief's performance was satisfactory, the Board should look at his compensation to make sure it was in line with what it should be.

Thomas Daley said the Chief left off one accomplishment, which was fuel reduction. He thanked the Chief and his staff for getting the Estates at Mt. Rose five fuel reduction grants over the last eight years. He said in some cases the District administered the grants and in some cases they also did the work. He stated they were as safe as any community in Washoe County and was the only community with a community-wide protection plan for reducing wildfires. He said there was another grant pending, which they hoped to have by the fall.

On motion by Commissioner Jung, seconded by Commissioner Lucey, which motion duly carried, it was ordered that Chief Moore's evaluation be postponed to allow extra time for a 360-degree survey to be conducted by a mutually-agreed upon group of people, to provide information as discussed regarding the COWCAP expenditures to see if there might be a more advantageous way for the District to have those duties performed, and about the Chief's proposed priorities and expectations. She said regarding the Chief's salary, no staff time should be used to do the pay evaluation. She stated budget oversight was number one in terms of how people were paid throughout the region, as well as how many employees they had.

15-0054F AGENDA ITEM 8

Agenda Subject: "Discussion and possible action to create a position in concept (based upon the draft job specification attached) titled Fire Officer in Charge of Strategic and Volunteer Services and if approved, authorize staff to perform a risk analysis, ADA assessment and submit to NV PERS for evaluation."

Chief Moore discussed Captain Bill Winchester's situation. He said it was believed Captain Winchester's knowledge and experience could be leveraged in some way other than by his being a Fire Captain. He stated the Board was being asked to consider the concept of the Fire Officer in Charge of Strategic and Volunteer Services position. He said if the position was approved, the next step would be to do a risk analysis based on what the American's with Disabilities Act (ADA) modifications would be needed in the workplace. He stated it was important to Captain Winchester that he be able to stay within the Fire/Police Public Employees' Retirement System (PERS). He said Captain Winchester would manage the volunteer program along with performing the other duties shown in the draft Class Specification attached to the staff report. Chair Berkgigler believed this was the right step to take, because she felt strongly the gentleman still had a lot to offer the County. She thanked Chief Moore for bringing this forward and Commissioner Jung for working with Captain Winchester on this.

Commissioner Lucey said he wanted to run this through the Police/Fire PERS to make sure there would be no issues going forward. He said Captain Winchester was and continued to be an amazing asset for the District, and we need to make sure we did whatever we could to help him continue his career with the District. Chief Moore said

Nevada PERS had its own evaluation process and would make that decision, which would be the next step if this recommendation was approved.

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Lucey, which motion duly carried, it was ordered that Agenda Item 8 be approved and authorized. She requested staff to be mindful of the PERS calendar that we were working under and she wanted this expedited.

15-0055F AGENDA ITEM 9

Agenda Subject: “Discussion and action on the Truckee Meadows Fire Protection District Tentative Budget for Fiscal Year 2015-16 and direct staff to return at the Final Budget Hearing set for May 18, 2015.”

This item was heard solely by the Board of Fire Commissioners for the Truckee Meadows Fire Protection District (TMFPD).

Vicki Van Buren, Chief Fiscal Officer, said the final budget for Fiscal Year 2015-16 would be brought before the Board on May 18, 2015. She conducted the first part of a PowerPoint presentation highlighting the District’s financial overview, which included revenues and expenditures. While reviewing the District’s revenues, Ms. Van Buren noted the \$24,920,655 included a payment from the Sierra Fire Protection District (SFPD) of approximately \$6.6 million to pay for operations per the Interlocal Agreement. She said the District’s property tax rate was \$.54 per \$100 of assessed property value, which would amount to approximately \$10.9 million for Fiscal Year 2016. She stated that amount was around \$700,000 or about 7 percent less than what was collected in Fiscal Year 2009-10. She noted even with the tax rate increase, property owners were paying 7 percent less due to the property’s lower assessed values. She said the expenditures included the full cost of the engine companies with paramedics, keeping all of the stations open, a new Fire Prevention Specialist position, and several programs. She stated there was a one-time \$4 million transfer to the Capital Projects Fund to fund the District’s Capital Improvement Program for 2016, which came from a onetime budget savings and the normal ongoing funding done each year. She explained the purpose of the General Fund Balance, which was at 25 percent of the expenditures or approximately \$5.9 million. She said the General Fund was sustainable in the short and long term, and she discussed the Districts other funds. She stated the District’s tentative budget for Fiscal Year 2015-16 was financially sustainable in the short and long term.

Chief Moore said regarding the service levels slide, all of the District’s stations were staffed fulltime, were paramedic capable, and no station had been browned out in the last three years. He said the Blue Ribbon Task Force suggested looking at the peak activity, and the District considered its peak activity resources to be its volunteers. He stated the National Weather Service gave the District 24-hours’ notice to mobilize the volunteers based on projected thunderstorm activity, which provided the District with

added depth in its resources. He advised the emergency-vehicle fleet was upgraded and was now substantially more reliable. He said the Level 3 Insurance Services Office (ISO) rating was a substantial improvement from the Level 5 rating the District had when it was under the Interlocal Agreement with the City of Reno. He advised the lower the number, which ranged from 1-10, the better the rating. He believed it was a mistake to assume the city level of fire service should be applicable to the County with its rural and suburban densities, which was different than downtown Reno where there was a concentration of risk and should have a concentration of resources. He said the City of Reno was rated as a Level 2 and the County was a Level 3, which accounted for a de minimis amount in an insurance premium; but going from a Level 5 to a Level 3 saved the Board's constituents quite a bit of money. He said during the last ISO audit, the District got credit for hauled water, which meant the water tenders were equivalent to a fire hydrant. He said not every insurance company used the ISO ratings, but this was a significant improvement and lowered the amount of money the Board's constituents paid for fire insurance.

Fire Marshal Amy Ray reviewed the slide highlighting the District's prevention and community outreach programs. She said a fee structure would be brought forward to cover the plan review services done by the District's Prevention Division.

Chief Moore reviewed the personnel and the 2014 incidents slides. He said structure fires requiring two in and two out totaled only 17 calls. He stated staffing the station with four firefighters would require spending 33 percent more to cover 17 calls, which he felt was not a good business strategy. He said if there was a fire that called for two in and two out, the operation could be started with three firefighters, and he discussed an incident in Hidden Valley. He stated he was proud of the District's value to fire loss rate.

Commissioner Hartung noted the total percentage on the 2014 Incidents slide only came to about 75 percent, and he asked what was excluded. Chief Moore said false alarms, auto accidents with no injuries, and natural gas leaks were excluded. He said the 7,933 total responses counted each response as one incident no matter how many vehicles were involved.

Chief Moore reviewed the 2014 Capital Program Facilities slide, and noted two of the District's water tenders were being replaced. A copy of the presentation was placed on file with the Clerk.

There was no public comment on this item.

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

15-0056F AGENDA ITEM 10

Agenda Subject: “Discussion and action on the Sierra Fire Protection District Tentative Budget for Fiscal Year 2015-16 and direct staff to return at the Final Budget Hearing set for May 18, 2015.”

This item was heard solely by the Board of Fire Commissioners for the Sierra Fire Protection District (SPFD).

Vicki Van Buren, Chief Fiscal Officer, said the final budget for Fiscal Year 2015-16 would be brought to the Board on May 18, 2015. She said the SFPD’s finances had stabilized and the District was financially sound. She stated the District’s tax rate was \$.54 per \$100 of assessed value. She advised the total General Fund revenues were budgeted at approximately \$7 million and the expenditures were budgeted at \$7.5 million, which left an estimated fund balance of about \$1.2 million or 17 percent of the expenditures. She said the expenditures included a onetime capital expenditure of \$500,000 for the building improvements at Station 39 and the payment to the Truckee Meadows Fire Protection District of approximately \$6.7 million. She said the SFPD paid for its own annual audits, property and liability insurance, independent contractors, Wildland Fire Emergency Fund, and capital expenditures.

There was no public comment on this item.

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

15-0057F AGENDA ITEM 11

Agenda Subject: “Possible Closed Session for the purpose of discussing labor issues with Truckee Meadows Fire Protection District per NRS 288.220.

There was no closed session.

15-0058F AGENDA ITEM 12

Agenda Subject: “Commissioners’/Fire Chief’s announcements, requests for information, topics for future agendas, and statements relating to items not on the Agenda. (No discussion among Commissioners will take place on this item).”

Chief Moore said there would be the possible consideration of a ballot question regarding regional or consolidated fire on next month’s agenda.

15-0059F AGENDA ITEM 13

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 Board

of Fire Commissioners 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 Board of Fire Commissioners as a whole.”

John Howitt said he favored reasonable compensation for government employees, but a line needed to be drawn. He stated he sent Commissioner Lucey several e-mails and left messages requesting a meeting about the Reno-Tahoe Airport Authority, which suffered some of the worst gorging by public officials. He said the purpose of the meeting was to share important information about the Reno-Tahoe Airport Authority to help the Board select the new Trustee. He stated good government did not just happen and there must be trust between elected officials and their constituents, and that trust was achieved through talking and sharing ideas.

Cathy Brandhorst spoke about issues of concern to herself.

Sam Dehne said he was proud of the District’s personnel and he supported the volunteers and the budget.

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10:39 p.m. There being no further business to come before the Board, the meeting was adjourned without objection.

MARSHA BERKBIGLER, Chair
Truckee Meadows Fire
Protection District and Sierra
Fire Protection District

ATTEST:

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

*Minutes Prepared By:
Jan Frazzetta, Deputy County Clerk*

**INTERLOCAL AGREEMENT BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND
THE TRUCKEE MEADOWS FIRE PROTECTION DISTRICT
FOR THE TESTING AND TRAINING CONNECTED TO SELF-CONTAINED
BREATHING APPARATUS (SCBA) EQUIPMENT**

This Agreement is executed and entered into this 21st day of April, 2015, by and between the Truckee Meadows Fire Protection District (hereafter referred to as "TMFPD"), and Washoe County, for and on behalf of the Washoe County Sheriff's Office (hereafter referred to as "WCSO").

RECITALS

WHEREAS, WCSO, and TMFPD are authorized under NRS 277.180 to contract with any one or more public agencies to perform any government service, activity or undertaking which any of the public agencies entering into the Agreement is authorized by law to perform;

WHEREAS, TMFPD requires equipment to ensure National Fire Protection Association (hereafter referred to as "NFPA") compliance for SCBA testing to perform its public safety duties;

WHEREAS, WCSO possesses SCBA testing equipment resources and has agreed to make such equipment available to the TMFPD;

WHEREAS, TMFPD has the training, knowledge and qualifications to conduct SCBA fit testing;

WHEREAS, WCSO has the need for such SCBA fit testing to occur annually;

WHEREAS, it is deemed that the equipment of WCSO and the Qualifications of TMFPD hereinafter set forth are necessary for both parties and the public.

NOW, THEREFORE, based upon the foregoing recitals which are incorporated by reference, the parties mutually agree as follows:

1. **EFFECTIVE DATE.** This Agreement shall be effective April 21, 2015.
2. **TERM OF AGREEMENT.** This Agreement shall continue for two (2) years from the effective date of this Agreement, and shall automatically extend for one (1) additional year term on the same terms and conditions contained in this Agreement, provided neither party is in default at the time of renewal, or the Agreement is not otherwise terminated pursuant to Section 3.

15-0048 F

3. **TERMINATION.** This Agreement may be terminated by either party with 120 (120) days written notice to the other party delivered to the address set forth in the Notice Section set forth below.
4. **MODIFICATION OF AGREEMENT.** The parties may mutually agree to modify the terms of this Agreement. Such modification must be in writing and signed by all parties with the proper authorization and authority.
 - a. If either party determines that a revision to the Agreement is required, the other party will be notified in writing of the requested change/revision.
 - b. Both parties will be responsible for contacting its respective legal departments for review and revisions and to prepare the appropriate document to make the requested changes to the Agreement.
 - d. Both parties will be responsible for providing the proposed revisions in the Agreement to their legal counsel.
 - e. When both parties and their counsel have agreed to the recommended changes, then each party will obtain the necessary approvals and signatures from their board and provide the finalized document to the other party for appropriate approval and signature.
5. **NOTICE.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth herein as:

Truckee Meadows Fire Protection District
Attn: Fire Chief
PO Box 11130
Reno, Nevada 89520

Washoe County Sheriff's Office
Attn: Sheriff
911 Parr Blvd
Reno, Nevada 89512

6. **DUTIES AND RESPONSIBILITIES OF WCSO.** The following is a description of the duties of WCSO in accordance with the terms of this Agreement. WCSO agrees to the following duties and responsibilities in addition to any additional requirements set forth in this Agreement.
 - a. Any required repair, testing, shipping or replacement costs of the WCSO PosiCheck and WCSO fit testing machine.

- b. Any repair, testing or replacement costs for SCBA packs, components, parts and masks.
- c. Delivery and pick up of the SCBA packs and masks for testing purposes.
- d. One file cabinet with four drawers.
- e. One lap top computer to support the testing system.
- f. Provide one color printer and printer cartridges for record keeping.
- g. Any repair, hydrostatic testing, or replacement of SCBA cylinders.
- h. Ensure WCSO staff is compliant with NFPA, OSHA and manufacturer standards.
- i. Maintain all inspection records for FIT Testing.
- j. Provide lap top and fit testing equipment to test WCSO employees.

7. **DUTIES AND RESPONSIBILITIES OF TMFPD.** The following is a description of the duties of TMFPD in accordance with the terms of this Agreement. TMFPD agrees to the following duties and responsibilities in addition to other requirements as set forth in this Agreement.

- a. Inspect and repair all WCSO SCBA on an annual basis, adhering to NFPA and Occupational Safety and Health Administration (hereafter referred to as "OSHA") standards.
- b. Notify the WCSO of any identified issues or concerns connected to the testing equipment, SCBA bottles or any support equipment.
- c. Provide training material to WCSO staff as it relates to SCBA inspection, to include NFPA standards, OSHA requirements and directives of the SCBA manufacturer.
- d. Assist WCSO staff with compliance of NFPA, OSHA and manufacturer standards.
- e. Upon request conduct SCBA mask fit testing for WCSO employees
- f. Maintain all inspection records for SCBA Equipment

8. **COST OF SERVICES.** Each agency agrees to the following terms of this agreement.

- a. Upon request TMFPD agrees to inspect and repair SCBA equipment at no labor cost to WCSO. All parts for repair will be purchased by WCSO
- b. WCSO agrees to pay TMFPD for Fit Testing, not to exceed \$45.00 per hour straight time or \$63.00 per hour for overtime.
 - i. Compensation shall be at a minimum of 2 hours per person and may be pro-rated for each quarter (15 minutes) for time less than one full hour after that.
- c. WCSO shall tender payment to TMFPD within 30 days of receipt of invoices.

9. **RECORD MAINTENANCE.** TMFPD agrees to keep and maintain full, true and complete records, contracts, books and documents as are necessary to fully disclose to the WCSO, State or United States Government, or their authorized

representatives, upon audits or reviews, sufficient information to determine compliance with all WCSO, state and federal regulations and statutes. The period of retention shall be set forth by both parties, dictated by policies and procedures. These records will also include, but are not limited to, testing records, training logs, repairs records, invoices and various statistical data relative to the user agency's daily and annual operations.

10. **LIMITED LIABILITY.** Without waiving any defenses or limitations set forth in NRS Chapter 41, the parties agree that each will be responsible for any liability, damages or loss that may be incurred as a result of any claim, demand, cost or judgment made against that party arising from an intentional, reckless, negligent act or negligent failure to act by any of that party's employees, agents, servants in connection with work or responsibility performed pursuant to this Agreement.

The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable actual Agreement damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

11. **INDEMNIFICATION.** Pursuant to Nevada Revised Statutes, Chapter 41, and without waiving any provisions thereof, the parties hereto agree to hold harmless, indemnify and defend each other from and against any and all losses, liabilities or expenses of any nature resulting from any claim for injury to the person or property of another as a result of any negligent, reckless or intentional act on the part of their respective employees, agents or servants. Neither party waives any right or defense to indemnification that may exist in law or equity.
12. **INSURANCE.** The parties to this Agreement shall procure and maintain, during the term of this Agreement, General Liability Insurance or provide for their respective financial obligations through a program of self-insurance in compliance with the Nevada Revised Statutes Chapter 41.
13. **INDEPENDENT PUBLIC AGENCIES.** The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. With respect to the performance of services pursuant to this Agreement, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Agreement. WCSO shall have the sole right to supervise, manage, operate, control and direct performance of the details incident to its duties and personnel herein. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of any employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities and obligations of the other agency or any other parties.

14. **USE OF EQUIPMENT.** All equipment and maintenance of equipment located with TMFPD, as defined in this agreement, shall remain the property of the WCSO.
15. **INSPECTION AND AUDIT.** Either Participating Agency shall have the right to conduct a performance audit of the equipment at the expense of the WCSO. The other participating Agency shall cooperate in the conduct of such a performance audit.
16. **BREACH; REMEDIES.** Failure of either party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs.
17. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of this Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
18. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.
19. **SEVERABILITY.** If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.
20. **ASSIGNMENT.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.
21. **PUBLIC RECORDS:** Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

22. **CONFIDENTIALITY:** Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.
23. **PROPER AUTHORITY:** The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services set forth in this Agreement.
24. **GOVERNING LAW; JURISDICTION.** This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts in the Second Judicial District for enforcement and construction of this Agreement.
25. **PRIOR AGREEMENTS.** This Agreement supersedes any prior agreement for such services and the prior agreement is thereby terminated as of the date this Agreement becomes effective.
26. **ENTIRE AGREEMENT AND MODIFICATION.** This Agreement constitutes the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.
27. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.
28. **THIRD PARTY BENEFICIARY RIGHTS.** This Agreement is not intended to and does not create any third party beneficiary rights in any person not a party to this Agreement.

The parties have caused this Interlocal Agreement between Washoe County on behalf of the WCSO and TMFPD for the Testing and Training Connected to Self-Contained Breathing Apparatus Equipment to be duly executed this 21st day of April, 2015.

WASHOE COUNTY
BOARD OF COUNTY COMMISSIONERS

TRUCKEE MEADOWS FIRE
PROTECTION DISTRICT

BY: Marsha Berkgigler
Marsha Berkgigler, Chair

BY: Marsha Berkgigler
Marsha Berkgigler, Chair

DATE: April 28, 2015

DATE: April 21, 2015

ATTEST:



BY: Jancy L. Parent, County Clerk

DATE: April 28, 2015

2015
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

I. IDENTIFICATION OF ADMINISTRATIVE UNITS

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

United States Department of the Interior
Bureau of Land Management
Fire & Aviation
Carson City District Office
Attn: 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
5100 East Winnemucca Blvd.
Winnemucca, NV 89445

and

Truckee Meadows Fire Protection District on behalf of itself and the Sierra Fire Protection District which has consolidated into the former, hereinafter called DISTRICT
P.O. Box 11130
1001 E. Ninth Street
Reno, NV 89520-0027

15-00497

II. AUTHORITY

This Annual Operating Plan (AOP) is required by the Cooperative Wildland Fire Management Agreement BLM-NV-CFPA-NV00340-2014-010 (herein after called the Agreement) between Truckee Meadows Fire Protection District on behalf of itself and the Sierra Fire Protection District which has consolidated into the former, and the Bureau of Land Management, Carson City District Office and Winnemucca District Office. This plan shall be attached to and become an exhibit of the Agreement upon signature of all parties, and shall be reviewed annually not later than April.

III. PURPOSE

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

IV. DEFINITIONS AND DESCRIPTIONS

A. Direct Protection Area:

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

V. Mutual Aid

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

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

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

VI. OPERATING PROCEDURES

1. Ordering Process:

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

2. Air Operations:

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

A. Pilot and Aircraft Approval:

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

B. Boundary Issues:

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

C. Airspace De-confliction:

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

D. Temporary Flight Restrictions (TFR):

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

E. Fire Traffic Area (FTA):

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

F. Clearance is required to enter Fire Traffic Area:

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

3. Sharing of Facilities:

A. Administrative/Training:

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

B. Incidents:

Agencies to this agreement agree that the use of facilities will be free for the first 24 hours 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. Incident bases and camps need to be established if the incident is going beyond initial attack and/or a large number of personnel is required by the incident.

4. Sharing of Communication Systems and Frequencies:

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

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

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)

Winnemucca District Frequencies

RX	TONE	TX	TONE	USE
173.825	103.5	166.2375	173.8	WD GERLACH RPTR
172.5750	103.5	164.7250	186.2	WD STAR RPTR
159.345	N/A	159.345	N/A	NDF RED
171.6750	N/A	171.6750	114.8	NV BLM SOA (TAC 1)
168.4875	N/A	168.4875	N/A	WMCA A/G 53
166.8000	N/A	166.8000	N/A	WMCA A/G 6

Truckee Meadows Fire District frequencies

RX	TX	TONE	USE
158.745	158.745	N/A	TM LOCAL
158.745	159.390	107.2	TM SLIDE
158.745	159.390	118.8	TM PEAVINE
158.745	159.390	136.5	TM VIRGINIA PEAK
158.745	159.390	127.3	TM GERLACH
158.880	158.880	N/A	TM Tac 1
158.940	158.940	N/A	TM Tac 2

5. Notification and Reports:

- A. Fires occurring on or threatening lands inside the boundaries Truckee Meadows Fire Protection District or Sierra Fire Protect District will be reported immediately to Washoe County Dispatch emergency telephone (775) 785-4252.
- B. Fires occurring on or threatening lands of federal ownership inside the boundaries of the BLM will be reported immediately to the Sierra Front Interagency Dispatch Center (SFIDC), telephone (775) 883-5995.
- C. The initial fire report will include, if available, the following information:
 - ❖ Location (Lat & Long or street address with cross street)
 - ❖ Present size (in acres)
 - ❖ Type of fuel
 - ❖ Rate of spread
 - ❖ Time discovered
 - ❖ Name location and telephone number of reporting party.

VII. ASSISTANCE BY HIRE

- 1. All resources provided by Districts for suppression activities on BLM jurisdiction fires during the “off season” will be considered assistance by hire. This period is defined as the period of time that the BLM does not have its initial attack resources available. This period is 10/15 through 5/15 of each year. During this time period District must contact the BLM duty Officer upon confirmation of involvement of BLM land.
- 2. For any “off season” BLM fires to be considered for assistance by hire reimbursement, a BLM Field Fire Report will be required by the District to be submitted to the BLM within five (5) working days of the fire being contained.
- 3. Backfill coverage for shift firefighters assigned to all risk 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. Backfill will be documented that is related to the incident resource order.

4. Responses to false alarms or resources canceled en route will not be billable.
5. Hand crews and aircraft are considered assistance by hire.
6. Request for assistance by hire outside of the BLM, Carson City District Office boundaries must be clear and precise. Resource orders for personnel and equipment will be made through and tracked by the BLM.

VIII. FIRE TRESPASS:

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

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

IX. COST SHARE:

On multi-jurisdictional incidents which threaten or burn across direct protection boundaries, or fires that exceed the mutual aid period, the parties will jointly develop a written cost share agreement. The rationale for sharing costs will be documented in a formal agreement based upon jurisdictional responsibilities or other pertinent factors. In the event the incident

exceeds 24 hours, the cost of all resources on the incident will be covered in a negotiated cost share agreement. The cost of those shared resources will be billed retroactive from the time of dispatch.

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

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

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

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

1. Initial Attack Agreement.
 2. You Order, You Pay (YOYP).
 - A. A unified ordering point is required and agencies agree to who will order which resources.
 - B. On-incident support costs may be split by the percentage of agency requested resources.
 - C. Off-incident support costs are paid for by the ordering unit.
 3. Acres Burned.
 4. Cost Apportionment.
- A. Cost Shared Items. The following is a list of items that are typically cost shared in multi-jurisdiction incidents. This list is not all-inclusive.
1. Aircraft Costs. Aircraft (fixed and rotor wing) and associated retardant costs.
 2. Equipment Costs. Emergency equipment used to support the incident.
 3. Incident Cache Costs. Cache costs may include refurbish, replacement, resupply, and labor costs.

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

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

1. Accountable Property. Accountable and/or sensitive property, as defined by each agency, that is purchased by the agency and becomes property of that agency.
2. Administrative Overhead Costs. Costs of agency personnel, support, and services not directly assigned or ordered by an incident. These include normal operating expenses such as basic utility costs, buildings and facilities rent, administrative support, and personnel. These costs are usually agency-specific, unless addressed in master or cost share agreements.
3. Administrative Surcharge. A pre-established percentage applied by an agency to the settlement billing on the net amount owed.
4. Claims Costs. The requesting Agency may reimburse the responding Agency 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 enroute 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 equipment.

5. Loss or damage to local agency emergency apparatus or support equipment occurring on an incident is to be reported to the incident finance section to ensure proper documentation and investigation.
 6. Move Up and Cover Costs. Includes additional costs over and above base salary of “backfilling” agency personnel to meet agency-specific staffing requirements.
 7. Post Incident Rehabilitation Costs. Costs incurred to rehabilitate burned lands, such as seeding, check dam construction, and archaeological mitigation.
 8. Waste, Fraud, and Abuse Costs. Costs resulting from waste, fraud, or abuse.
- C. Final Cost Determination: Costs can be determined by using incident generated data, which will include actual and estimated expenditures or may be finalized using agency financial records.
- D. Transfer of Responsibility Procedures: When IMTs transition, the departing team must brief incoming team on all cost sharing agreements and documentation to date. If there is a change in the Agency Administrators or representatives, teams must have clear understanding of all the decisions and agreements used to develop the final cost-share percentages and conditions of the final agreement.
- E. An after-action fiscal review will be conducted within 90 days of the fire being declared out. Fire cost tracking and accountability (i.e., air tanker and helicopter drop numbers and location) should be established and maintained early during initial attack.

X. LAND MANAGEMENT CONSIDERATIONS:

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

XI. FIRE PREVENTION ACTIVITIES

A. General Cooperative Activities:

All protection units will, to the extent possible, provide fire prevention programs, inspections, and enforcement as necessary to adequately address fire issues in their Direct Protection Areas. In addition, units are encouraged to undertake joint

prevention activities in areas of mutual interest whenever practical.

B. Information and Education:

1. Joint Press Releases:

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

2. Smokey Bear Program:

Agencies should cooperate in the coordinated delivery of Smokey Bear program in direct protection areas within their respective jurisdictions.

3. Local Education Program:

The use of interagency teams to conduct local educational programs is encouraged to facilitate improved public knowledge of the mission and responsibilities of all the cooperating agencies.

4. Fire Prevention Signs:

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

XII. GENERAL PROVISIONS:

1. Local Fire Team

Participation of the District fire resources is encouraged on area and national IMT's and as single resources.

2. Updating of Plan:

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

3. Interagency Training:

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

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

XIII. MUTUAL UNDERSTANDING:

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

2. Payment of Structure Protection:

Structure protection forces are defined as resources ordered by the Incident Commander specifically for the purpose of directly protecting structures and/or suppressing structure fires. Typically these resources are certified, trained, and equipped to suppress structure fires. When structure resources are no longer needed on an incident they will be a priority for release.

For wildfires within each respective Agencies DPA, the financial responsibility for the protection and suppression of structures remains with the Agency who has statutory responsibility for structure suppression and protection.

For incidents involving both Agencies DPAs the cost share agreement should identify financial obligation within its own jurisdiction.

3. 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.
4. Incident Command System: The agencies to this Agreement will operate under the concepts of the National Interagency Incident Management System (NIIMS) and its Incident Command System (ICS), as appropriate for providing qualified resources and for management of incidents encompassed under the terms of this Agreement. During initial attack, all agencies will accept each other's training and qualifications, and equipment standards. Once jurisdiction is clearly established, the standards of the agency with jurisdiction will be applied.
5. The first qualified agency fire officer on-scene shall assume command responsibility relinquishing responsibility to a qualified jurisdictional Incident Commander upon their arrival.
6. All agencies agree to take no suppression or support action which would constitute a reimbursable billing action per this agreement (except @ VII, Section I), 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.

7. Responses to BLM fires solely by District resources will be documented on the BLM Field Fire Report form, and submitted to the BLM within five (5) working days from containment of the fire. The BLM shall provide Field Fire Report Forms to the District.
8. The BLM is not responsible for fighting structure fires, but may assist in providing structure protection, as trained and capable, when wildland fires threaten to engulf structures. Within its jurisdiction, the District is responsible for structure fire suppression and may include structure protection and related costs.
9. 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.
10. Prior to April 1 of each year, the BLM with Truckee Meadows Fire Protection District designees shall review the Annual Operating Plan as an addendum to this Agreement.

XIV. STAFFING PLAN and CONTACT LIST

Staffing Plan for Carson City BLM

Station	Chief Officer	Engine	Equipment
Doyle	3903 or 3904	CCD E-3324, PNF E-15	PNF Dozer 1
Stead	3903 or 3904	CCD E-3323,	
Palomino Valley	3903 or 3904	CCD E-3333, E-3334, E-3335	
Fernley	3901 or 3902	CCD E-3636	
Carson City	3901 or 3902	CCD E-3362, E-3361	
Fish Springs	3901 or 3902	CCD E-3363, E-3665	

Carson City Bureau of Land Management Contact List

BLM DUTY OFFICER PHONE (775) 885-6199

Name	Title	Call Sign	Office	Mobile
Shane McDonald	Chief	CH 3901	(775) 885-6103	(775) 309-7448
Jonathan Palma	Deputy Chief	CH 3902	(775) 885-6104	(775) 309-7781
Adrian Grayshield	Deputy Chief	CH 3903	(775) 887-3521	(775) 720-7443
Shane Charley	Division Chief	DV 3901	(775) 885-6182	(775) 720-3411
Tim Roide	Division Chief	DV 3902	(775) 885-6185	(775) 230-1004

Billy Britt	Battalion Chief	BC 3901	(775) 885-6006	(775) 721-7107
Asad Rahman	Battalion Chief	BC 3902	(775) 885-6195	(775) 309-7486

Dan Gustafson	Battalion Chief	BC 3903	(530) 827-2220	(775) 291-0437
Nate Rasner	Battalion Chief	BC 3904	(775) 475-0350	(775) 721-4699
Kat Gonzales	Battalion Chief	BC 3905	(775) 883-5995	(775) 721-2120
Dennis Terry	Battalion Chief	BC 3906	(775) 885-6197	(775) 781-5411
Keith Barker	Battalion Chief	BC 3907	(775) 885-6120	(775) 315-6104
Ryan Elliott	Battalion Chief	BC 3908	(775) 885-6167	(775) 315-6108
Kevin Kranz	Battalion Chief	BC 3909	(775) 885-6083	(775) 720-8665
Kevin Kelly	Superintendent	Supt 30	(775) 392-3041	(775) 230-1003
Justin Cutler	Captain	Capt 30	(775) 392-3041	(775) 315-6113

Facilities:

Sierra Front Interagency Dispatch Center (775) 883-5995
Doyle Station (530) 872-2220
Stead Air Attack Base (775) 972-9201
Stead Station (775) 972-4129
Palomino Valley Station (775) 475-0350
Fernley Station (775) 575-3310
Carson City Station (775) 885-6000
Fish Springs (Gardnerville) Station (775) 782-4054

Staffing Plan for Winnemucca District BLM

Station	Chief Officer	Engine	Equipment
21 - Winnemucca	BC 21	E-2410, E-2311, E-2312, E-2413, E-2414, E-2415, E-2616	WT-2911 DZ-2817 DZ-2818 DZ-2819
22 - Mc Dermitt	BC 22	E-2321, E-2422	WT-2923
23 - Lovelock	BC 23	E-2431, E-2432	
24 - Paradise Valley	BC 22	E-2441	
25 - Gerlach	BC 21	Rotation (1 Engine/week)	

Contact List for Winnemucca District BLM

Name/Call Sign/Title	Area Code	Office	Cell Phone	Home
Winnemucca BLM / USFS Santa Rosa Duty Officer - 24 hour	775	625-3055	625-3055	
Mike Feticc – CH 21 Fire Management Officer	775	623-1705	304-2598	623-6257
Donovan Walker – DV 21 Assistant Fire Management Officer	775	623-1526	304-1001	635-2896
Nancy Ellsworth – DV 2700 CNIDC Center Manager	775	623-1750	304-1037	623-2175
Josh Henry – BC 21 Fire Operations Supervisor-Winnemucca	775	623-1767	304-1007	
Eric Nolan – BC 22 Fire Operations Supervisor-Lovelock	775	273-1793	304-2937	
Jason Cain – BC 23 Fire Operations Supervisor- McDermitt	775	532-8713	304-2294	
Lisa Lewis Fire Program Analyst	775	623-1587	304-1026	623-2121
Mary Loan Zone Unit Aviation Manager	775	623-2397	304-1021	

Winnemucca District BLM Facilities:

Central Nevada Interagency Dispatch Center	(775) 623-1555
Winnemucca BLM Air Attack Base	(775) 623-2397
Station # 21 – Winnemucca	(775) 623-1500
Station # 22 – McDermitt	(775) 532-8711
Station # 23 – Lovelock	(775) 273-3638
Station # 24 – Paradise Valley	(775) 578-3532
Station # 25 – Gerlach	(775) 557-2503

Anticipated Full Staff Deployment Period: **mid-May thru mid-October**

Staffing Plan for Truckee Meadows Fire Protection District

CONTACTS

Charles A. Moore, Fire Chief
(775) 328-6123 Mobile: (775) 313-8903

Tim Leighton, Deputy Fire Chief
(775) 328-6125 Mobile: (775) 315-6649

Administrative Office
(775) 326-6000 Fax: (775) 326-6003

STATION LOCATIONS

Career Stations

Station #13 – 10575 Silver Lake Rd., Stead,
Station #14 – 12300 Old Virginia Rd., Reno
Station #15 – 110 Quartz Ln., Sun Valley
Station #16 – 1240 E. Lake Blvd., Washoe Valley
Station #17 – 500 Rockwell Blvd., Spanish Spring
Station #18 – 3680 Diamond Peak Dr., Cold Springs
Station #30 – 3905 Old Hwy 395, Washoe Valley
Station #35 – 10201 W. 4th St., Mogul
Station #36 – 13500 Thomas Creek Rd., Reno
Station #37 – 3255 W. Hidden Valley Dr., Reno
Station #39 – 4000 Joy Lake Rd., Reno

Volunteer Stations

VFD #220 – 3405 White Lake Pkwy., Cold Springs
VFD #221 – 11525 Red Rock Rd., Silver Lake
VFD #223 – 130 Nectar St., Lemmon Valley
VFD #225 – 400 Stampmill Dr., Wadsworth
VFD #227 – 3010 Lakeshore Blvd., Washoe Valley
VFD #229 – 6015 Ironwood Rd., Palomino Valley
VFD #237 – 23006 US 395 A, Pleasant Valley
VFD #301 – 345 Bellevue Rd., Washoe Valley
VFD #321 – 250 South Ave., Cold Springs
VFD #331 – 11005 Longview Ln., Reno
VFD #351 – 165 Bridge St., Verdi
VFD #381 – 16255 Mt. Rose Hwy., Reno

XV. 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.

Federal Agency: BLM 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.

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): All billings for out-of-state FS jurisdictional fires will be billed to the Humboldt-Toiyabe NF, 1200 Franklin Way, Sparks, NV 89431.

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 the 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

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

Billing deadlines set forth herein are intended to encourage prompt billing. Failure to meet these timeframes shall not be construed as a release or waiver of claims for reimbursement against the other party.

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

1. 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:

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

- ❖ 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, such as OF-288s, CTRs, Labor Reports, Receipts for meals and lodging, and any other billable expenses.
 - ❖ Copies of applicable cost share agreements.
1. Billing Addresses. All bills for services provided to the Department will be mailed to the following address for payment:

Charles A. Moore, Fire Chief
Truckee Meadows Fire Protection District
P.O. Box 11130
Reno, NV 89520-0027

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

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

XVI. PROTECTION ORGANIZATION & RATES

1. Billable protection rates will conform to the rate schedule.
2. Portal to Portal pay provisions will be acceptable when the District personnel have been designated entitlement to portal to portal pay.
3. Equipment will not be considered portal to portal pay. Equipment will be reimbursed at the rate indicated in the rate schedule. Operating supplies for rental vehicles is reimbursable and can be billed to the incident agency. Documentation in the form of receipts must be provided for reimbursement.
4. Daily Rate: Includes maintenance and repairs of vehicles (except damage that occurred on the incident).

Mileage Rate: Includes reimbursement for fuel and oil. Agencies will not bill each other for general repairs that are considered normal wear & tear or for fuel & oil.

Hourly Rate: Equipment with an hourly rate shall be billed for actual use only. Actual use will not exceed 16 hours per day, unless approved by the Incident Commander.

5. When an incident does not provide subsistence for assistance-by-hire personnel then per diem at the federally established regional or CONUS rate shall apply. Documentation in the form of receipts must be provided for reimbursement of hotels.

A. BLM RATE SCHEDULE

Rates based on actual cost to government personnel rates for fiscal year 2014 for the Carson City District Office. Billed rate will be at the actual cost and may be different than the rate quoted in this document.

For Rate Schedule see EXHIBIT "A"

B. CONSOLIDATED FIRE DEPARTMENT RATE SCHEDULE

All rates shall be based on actual cost to the Department. Billed rate will be at the actual cost and may be different than the rate quoted in this document. Backfill personnel and their invoiced amounts will be shown on the same invoice as the incident personnel. Backfill dates will be noted.

For Rate Schedule see EXHIBIT "B"

IN WITNESS WHEREOF, the Parties have executed this 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 as of _____, 2015.

Concurrence:

Date _____
RALPH THOMAS
District Manager
Carson City District Office
Bureau of Land Management

Date _____
SHANE MCDONALD
Fire Management Officer
Carson City District Office
Bureau of Land Management

Date _____
MIKE R FETTIC
Fire Management Officer
Winnemucca District Office
Bureau of Land Management

Date _____
DAVID APPOLD
Chief of Contracting
Nevada State Office
Bureau of Land Management

Date _____
CHARLES A. MOORE
Fire Chief
Truckee Meadows Fire Protection District

Date _____
MARSHA BERKBIGLER
Chair
Truckee Meadows Fire Protection District
Board of Fire Commissioners

IN WITNESS WHEREOF, the Parties have executed this 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 as of _____, 2015.

Concurrence:

Date _____
RALPH THOMAS
District Manager
Carson City District Office
Bureau of Land Management

Date _____
SHANE MCDONALD
Fire Management Officer
Carson City District Office
Bureau of Land Management

Date _____
MIKE R FETTIC
Fire Management Officer
Winnemucca District Office
Bureau of Land Management

Date _____
DAVID APPOLD
Chief of Contracting
Nevada State Office
Bureau of Land Management

Date _____
CHARLES A. MOORE
Fire Chief
Truckee Meadows Fire Protection District



Date April 21, 2015
MARSHA BERKBIGLER
Chair
Truckee Meadows Fire Protection District
Board of Fire Commissioners

EXHIBIT "A"

Rates based on actual cost to government personnel rates for fiscal year 2014 for the Carson City District Office. 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	\$20.96 - \$27.11*
Engine Operators	GS-5 thru GS-6	\$27.11 - \$34.65*
Engine Captains	GS-7	\$35.88*
Battalion Chiefs	GS-8 thru GS-9	\$42.72 - \$47.10*
Fire Staff IC 3's	GS-11 thru GS-12	\$49.70 - \$59.57*

Aviation resources:

Ramp Managers	GS-5	\$27.11*
Tanker Base Managers	GS-7 thru GS-9	\$35.88 - \$47.10*
Air Attack Manager	GS-9	\$47.10*

* (Overtime Rates are paid at Time and One Half)

Ground Resource Vehicle Costs

Type 3 Engine Model 14	Hourly Rate	\$162.73/hour
Type 3 Wildland	Hourly Rate	\$144.70/hour
Type 4 Engine (Unimog)	Hourly Rate	\$150.34/hour
Tatra Type 4	Hourly Rate	\$285.28/hour
Type 6 Engine Enhanced light	Hourly Rate	\$78.50/hour
Type 6 Light	Hourly Rate	\$81.29/hour
Water Tender	Hourly Rate	\$101.93/hour
D-6 / D-7 Dozer	Hourly Rate	\$77.67/hour
Dozer Transport	Hourly Rate	\$57.68/hour
Dozer Trailer	Mileage Rate	\$0.59/mile
Command Vehicles	Mileage Rate	\$0.71 /mile
IHC Crew Carriers	Mileage Rate	\$4.20 /mile
Superintendent Truck	Mileage Rate	\$1.81/mile
Utility Vehicles	Mileage Rate	\$0.77 /mile
1 Ton Warehouse Stakeside	Mileage Rate	\$1.25 /mile
2 ½ Ton Warehouse Stakeside	Mileage Rate	\$1.65 /mile

Aircraft Costs

All aviation resources will be considered assistance by hire as outlined in the Annual 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 \$3500.00 per hour depending on model.

Type III Helicopter: \$750.00 to \$2500.00 per hour depending on model.

Service Miles for support vehicles: \$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 \$3.50/gallon

SEAT: 800 gallon load of retardant X \$3.50 = \$2,800.00

P2V: 2,400 gallon load of retardant X \$3.50/gallon = \$8,400.00

P3: 3,000 gallon load of retardant X \$3.50/gallon = \$10,500.00

Aircraft Costs - Air Tankers and SEATS:

AT-802 SEAT: \$2650.00 to \$3500.00 per hour depending on CWN contract.

P2V: \$4,500.00 to \$9,500.00 per flight hour.

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

S2: \$3,000.00 to \$3,500 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

EXHIBIT “B”

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT RATE SCHEDULE

2015 BILLING RATES

The following reimbursement rates apply to responses under the terms and conditions of the current Cooperative Agreement and will be billed at the actual cost which may be different than the rate quoted in this document.

APPARATUS RATES

Equipment responding to an incident on an equipment resource order (“E” number) will be billed for hours worked as indicated on the Crew Time Report/Shift Ticket and will include travel time. Equipment is not included in portal to portal pay provisions; however usage will be reimbursed at the rate indicated in the rate schedule.

- Structure Engine – Type I \$187.33/hr
- Brush Engine – Type III \$151.43/hr
- Water Tender \$117.23/hr
- Patrol Truck – Type VI \$93.86/hr
- Heavy Rescue \$175.00/hr
- Rescue \$75.00/hr
- Air Truck \$142.00/hr
- Fuel Truck \$75.00/hr
- Water Rescue Unit w/Boats \$75.00/hr
- Hazmat Unit \$212.50/hr
- Heavy Mechanic Truck \$118.00/hr

SUPPORT VEHICLE AND EQUIPMENT RATES

Medical Equipment: Reimbursement will be made for expendable medical supplies such as drugs, IV fluids, cardio electrodes, etc. A pre-incident and post-incident inventory, approved by the Incident Commander, will be required for reimbursement request submitted with the billing package. If a pre and post-incident inventory cannot be obtained, an invoice of supplies consumed signed by the Incident Commander will suffice.

- ALS, Durable Medical Equip. Kit \$250.00/day

County or Fire District Owned Vehicles:

- Command Vehicle \$96.00/day plus 57.5 cents per mile
- SUV/Pickup (1/2 ton and below) \$86.00/day plus 57.5 cents per mile
- Pickup (3/4 ton and above) \$96.00/day plus 57.5 cents per mile
- Polaris UTV \$150.00/day (must be ordered via resource order)
- Privately Owned Vehicle 57.5 cents/mile
- Masticator \$65.00/hr
- Ambulance \$112.33/hr

PERSONNEL RATES

Rates shown are for regular, overtime and callback overtime and will be billed portal to portal for the person assigned to the incident. Backfill (for 56 hour personnel only) personnel and their invoices amounts will be shown on the same invoice as incident personnel. Backfill dates will be noted. All personnel are charged consistent with the District's current labor agreements and/or resolutions as approved by the Board.

40 Hour Rate	Regular	OT	CB OT
Chief	95.84		
Deputy Fire Chief	96.79	99.04	138.57
Fire Marshal	74.46	82.36	105.09
Battalion Chief	85.84	87.30	122.15
Fire Prevention Specialist	52.50	56.53	72.14
Logistics Captain	66.96	67.05	93.82
Fire Mechanic	44.05	50.74	64.74
Training Captain	68.78	69.00	96.55
56 Hour Rate	Regular	OT	CB OT
Battalion Chief	61.32	62.36	87.26
Training Captain	44.95	44.81	62.70
Captain	44.95	44.81	62.70
Operator	40.39	39.92	55.86
Paramedic	38.28	37.66	52.70
Firefighter	34.77	33.90	47.44

COUNTY FIRE SUPPRESSION RAVEN HELICOPTER

Flight Hours: \$1754.47

Fuel Truck \$1.00 per mile from Stead Air Base

Fuel Truck Driver – Holiday \$37.00 per base hour, \$55.00 per hour

Helicopter Manager-- Holiday \$37.00 per base hour, \$55.00 per hour

SUPPLEMENTAL FIRE SUPPRESSION AND COST SHARE AGREEMENT

INSTRUCTIONS – SUPPLEMENTAL FIRE SUPPRESSION AND COST SHARE AGREEMENT

Numbered instructions correspond to form items that require further explanation. Supplemental agreements will be numbered consecutively following the original (#1) for each fire. Supplements may be added at any time. Where insufficient room is available for necessary information, additional sheets or addendums may be added. Small revisions to this agreement may be completed on a single page, describing the change to the original agreement, and obtaining new signatures from those involved.

A Master Cooperative Wildland Fire Management Agreement exists between all major wildland fire protection agencies in Nevada. This agreement authorizes general mutual aid, including reciprocal and cooperative fire protection services elaborated upon in local annual operating plans. Other cooperative agreements exist between fire management agencies that authorize fire management services between Agencies at the sub-geographic level. The objective of the Supplemental Fire Suppression and Cost Share Agreement is to establish and document the cost sharing and basic organizational structure in response to specific fires.

Supplemental Fire Suppression and Cost Share Agreements will be negotiated between agencies involved in specific on-the-ground fire suppression activities. These agreements are mandatory when more than one jurisdictional responsibility for fire protection is affected by the placement of the fire. The agreement will not affix liability for fire cost payment by either Agency based upon responsibility for the fire origin. The designated representatives of each Agency with forces on the fire are responsible for completing and signing the agreement.

1. List the fire name agreed upon by Agencies involved.
2. Give the origin or best estimate of origin location by legal description.
3. Estimate the size at the time of the Supplemental Agreement.
4. List the Agencies involved in fire suppression operations, and respective agency fire numbers.
5. List the date and time that the agreement is in effect. That time could be prior to or following the time that negotiations are made for the agreement.
6. Check the appropriate command structure for the fire. Definitions:

UNIFIED COMMAND – A method for all Agencies with jurisdictional responsibility to contribute to determining the overall objectives for the incident; interagency ICS team structure.

SINGLE COMMAND STRUCTURE – One Agency manages the incident with liaison and concurrence of objectives from other involved Agencies.

List the appropriate personnel filling ICS positions on the fire.

7. List any special conditions or resource objectives, i.e., dozer restrictions, mechanized restrictions, bald eagle nest, high value plantation. Operational responsibility for the fire will be defined in this section (if appropriate). Respond to this item only if Agency forces have specific segments of the fire. This information will not determine cost responsibility, unless specified in Item 11. Examples are: Divisions A and B; all structural protection areas; specific campground.

8. List the Agency responsible for structural protection, and any pertinent control information or contacts.
9. List operation conditions or directions pertaining specifically to: air operations, base camp and food service, and fire investigation. Costs pertaining to these decisions shall be documented in Item 10.
10. Fire suppression costs shall be determined from the information supplied in this item. There are several ways to determine the best cost share mix. A, B, and C are typically used on smaller, less complex incidents on lands with similar values and uses; D and E on larger, more complex incidents, such as those with both wildland urban interface and wildlands:
 - A. Each Agency pays for its own resources – fire suppression efforts are primarily on jurisdictional responsibility lands.
 - B. Each Agency pays for its own resources – services rendered approximate the percentage of jurisdictional responsibility, but not necessarily performed on those lands.
 - C. Cost share by percentage of ownership or Agency jurisdictional responsibility.
 - D. Cost is apportioned by geographic division. Examples of geographic divisions are: Divisions A and B (using a map as an attachment); privately owned property with structures; or specific locations such as campgrounds.
 - E. Reconciliation of daily estimates (for larger, multi-day incidents). This method relies upon daily agreed to cost estimates, using Incident Action Plans or other means to determine multi-Agency contributions. Reimbursements can be made upon estimates instead of actual bill receipts.

The following are not reimbursable:

- Responsibility for tort claims or compensation for injury costs.
- Non suppression rehabilitation costs are the responsibility of the jurisdictional Agency.
- Non-expendable property purchases will be the responsibility of the Agency making the purchase. Support costs (i.e. office dispatchers, warehouse workers, etc.), unless they are charging to an emergency code assigned to the incident.

The cost centers that should be considered in this agreement:

- Fireline Resources: Dozers, engines, fallers, transports, water tenders, hand crews, line overhead.
- Fire Camp Operations and Support: Overhead, buses, camp crews, communications, food, refrigerator units, showers, toilets, water trucks, cache supplies, rescue/med, camp facility.
- Air Support: Helicopters, (with support) air tankers.
- Cost apportionment by period (i.e. state mobilization or conflagration, Fire Management Assistance Grant declaration, additional jurisdictional involvement).

12. List any specific conditions relative to this agreement, such as: dispatch procedures, one Agency representing another, notifications, incident information, coordinated intelligence, etc.
13. Signatures of authorized personnel. List any attachments to the agreement. Give the date of the last revision or former Supplemental Agreement for the same fire.

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 _____
3. Estimated Size _____ Acres at the time of this agreement.
4. Agency _____ Fire # _____ Accounting Code _____
 Agency _____ Fire # _____ Accounting Code _____
5. This agreement becomes effective on: _____

 _____ at _____ and remains in effect until amended or terminated.

6. Overall direction of this incident will be by () Unified Command, or by () Single Command structure. Identify below personnel filling the following positions:

Position	Name(s)	Agency
Incident Commander	_____	_____
Agency Administrator Representative	_____	_____
Liaison	_____	_____
Finance	_____	_____
Operations	_____	_____

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

8. Geographic responsibility (if appropriate) by Agency is defined as follows:
 Agency _____ Geographic Responsibility _____
 Agency _____ Geographic Responsibility _____
 Agency _____ Geographic Responsibility _____
 Agency _____ Geographic Responsibility _____

9. The Agency responsible for structural protection will be: _____

10. 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:

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

Cost Centers:	Agency:	Agency:	Agency:

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

13. _____ Agency _____ Agency _____ Agency _____ Agency

_____ Signature _____ Signature _____ Signature _____ Signature

_____ Title/Date _____ Title/Date _____ Title/Date _____ Title/Date

List of Attachments (if any): _____ / _____ / _____

BRIEFING CHECKLIST

Situation

- Fire name, location, map orientation, other incidents in area
- Terrain influences
- Fuel type and condition
- Fire weather (previous, current, and expected)
Winds, RH, temperature, etc.
- Fire behavior (previous, current, and expected)
- Time of day, alignment of slope and wind, etc.

Mission/Execution

- Command
Incident commander/immediate supervisor
- Commander's intent
Overall strategy/objectives
- Specific tactical assignments
- Contingency plans

Communications

- Communication plan
Tactical, command, air-to-ground frequencies
Cell phone numbers
- Medivac plan

Service/Support

- Other resources
Working adjacent and those available to order
Aviation operations
- Logistics
Transportation
Supplies and equipment

Risk Management

- Identify known hazards and risks
- Identify control measures to eliminate hazards/reduce risk
Anchor point and LCES
- Identify trigger points for disengagement/re-evaluation of operational plan

Questions or Concerns?

INCIDENT OBJECTIVES

1. SAFETY of firefighters and public.
- 2.
- 3.
- 4.

Your goal is to manage the incident and not create another.
(Examples: protect structures, keep fire to east of road, river or ridge)

COMMUNICATIONS

Radio Frequencies

Use	Name	Rx	Tone	Tx	Tone
Command					
Tac					
Air-to Ground					
Tac					

SPOT WEATHER INFORMATION

LOCATION	ELEV	OBS TIME	WIND DIREC/SPD	DRY BULB	WET BULB	RH	SKY WEATHER

JUSTIFICATION FOR SHIFTS IN EXCESS OF 16 HOURS/2:1

Name of Individuals or Crews

REASON

Shifts in excess of 16 hours on _____ was due to:

- Travel Time not administratively controllable.
- Mobilization and travel of resources to incident location or relocation to incident facilities.
- Establishing and maintaining administrative, planning, and logistical support for incident.
- Evacuation, triage, structure protection, or emergency rescue.
- Establishing initial control of lines of the fire.
- Extended attack efforts to control potentially devastating incident activity.
- Incident unable to provide personnel with adequate food and lodging.
- Other/Additional:

MITIGATION

- Rest extended into the following operational period.
Hours adjusted _____ On shift by:
- Other:

IC Signature: _____

Approval From: _____ Title: _____

Date: _____ Time _____ Method of Contact: _____

INCIDENT COMPLEXITY ANALYSIS

Incident Complexity Analysis (Type 3,4,5)		
Fire Behavior	Yes	No
Fuels extremely dry and susceptible to long-range spotting or you are currently experiencing extreme fire behavior.		
Weather forecast indicating no significant relief or worsening conditions.		
Current or predicted fire behavior dictates indirect control strategy with large amounts of fuel within planned perimeter.		
Firefighter Safety		
Performance of firefighting resources affected by cumulative fatigue.		
Overhead overextended mentally and/or physically.		
Communication ineffective with tactical resources or dispatch.		
Organization		
Operations are at the limit of span of control.		
Incident action plans, briefings, etc. missing or poorly prepared.		
Variety of specialized operations, support personnel or equipment.		
Unable to properly staff air operations.		
Limited local resources available for initial attack.		
Heavy commitment of local resources to logistical support.		
Existing forces worked 24 hours without success.		
Resources unfamiliar with local conditions and tactics.		
Values to be protected		
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 to 5 of the analysis boxes, consider requesting the next level of Incident Management support.

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.

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: _____

**INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING
AND SUPPRESSION PERSONNEL AND EQUIPMENT**

THIS INTERLOCAL AGREEMENT, hereinafter referred to as "Agreement", is made and entered by and between the County of Washoe, a political subdivision of the State of Nevada, on behalf of the Washoe County Sheriff's Office, 911 Parr Boulevard, Reno, NV 89512, hereinafter the "WCSO", the Truckee Meadows Fire Protection District, 1001 E. 9th St., Reno, NV 89520, hereinafter "TMFPD", and the North Lake Tahoe Fire Protection District, 866 Oriole Way, Incline Village, NV 89451, hereinafter the "NLTFPD". TMFPD, and NLTFPD, may be collectively referred to as the "Fire Districts." The parties to this agreement also may be referred to as "participating agency" or "participating agencies."

WHEREAS, each of the parties are public agencies and political subdivisions of the State of Nevada; and

WHEREAS, NRS 277.180(1) provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the contracting agencies is authorized by law to perform; and

WHEREAS, the WCSO owns and operates an HH1-H helicopter on which a water tank for fire suppression can be affixed, as well as two OH-58 helicopters which aircraft are suitable for use for aerial observation purposes; and

WHEREAS, the Fire Districts are responsible for wildland fire monitoring and suppression within their respective areas of unincorporated Washoe County; and

WHEREAS, aerial fire monitoring and suppression instituted by the Fire Districts can be done more cost-effectively using the aerial resources of the WCSO; and

WHEREAS, the parties desire that the WCSO respond for the purposes of aerial wildland fire monitoring and suppression for the Fire Districts, which response shall include such mutual training exercises as the parties to this Agreement shall agree are necessary to provide the level of service and margin of safety appropriate for such purposes; and

WHEREAS, the Fire Districts' respective lands all pose fire dangers at times and, therefore, the Fire Districts agree to participate in portions of the administration and costs of the duties and obligations to the WCSO as set forth in this Agreement;

NOW, THEREFORE, based on the foregoing premises and the following covenants, terms and conditions, the parties hereto do hereby agree as follows:

1. **TERM:** This Agreement shall commence upon acceptance by all parties and shall terminate on June 30, 2016.

2. **TERMINATION:** Any party may terminate this Agreement without cause, solely as to its duty and obligation hereunder, upon 90 days written notice to all other parties. Any party may terminate this Agreement for cause, solely as to its duty and obligation hereunder, after 30 days

INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING
AND SUPPRESSION PERSONNEL AND EQUIPMENT

15-0050F

written notice to the defaulting party (ies) only if the defaulting party (ies) fails to cure the default within those 30 days. The notice shall specify the cause alleged as the basis for said termination. In the event any party terminates this Agreement for cause, the Agreement shall remain in force and effect with other parties who have not taken action to terminate.

3. AGREEMENT AS TO PERSONNEL AND EQUIPMENT AND OPERATING PROTOCOLS AND PROCEDURES:

A. Aircraft and Equipment:

1. The WCSO shall provide, when requested, the FIRE DISTRICTS a helicopter, and possibly other aircraft, if made available by WCSO, (hereinafter collectively referred to as "helicopter") for the use of FIRE DISTRICTS for monitoring and fire suppression purposes during fire season. For purposes of this Agreement, "fire season" shall be defined as commencing as of April 1 and ending as of October 31 during the applicable calendar year. Except as specifically otherwise provided in this Agreement, the duties and obligations of FIRE DISTRICTS and WCSO in regard to said Aircraft and Equipment only apply during the fire season as so defined. WCSO as owner of helicopter and shall maintain the helicopter to standards applicable to the allowed uses established by this Agreement, including standards referenced herein, and assure its availability to the Fire Districts during the Fire Season.
2. The helicopter provided shall be configured as follows:
 - a. A Type 2 helicopter, which aircraft shall be configured to meet ICS 420-1 minimum standards for a Type 2 helicopter, including but not limited to:
 - 10 seats, including pilot;
 - 2,500 pound card weight capacity; and
 - 300 gallons of water capacity.
 - b. Include a fixed water tank capable of two (2) drops per sortie and equipped with a self-filling snorkel device.
3. The helicopter and any other aircraft provided pursuant to this Agreement shall be equipped, maintained and operated under all applicable Federal Aviation Agency (FAA) regulations.
4. The helicopter provided pursuant to this Agreement shall be operated, maintained and secured within the guidelines of the Federal Excess Personal Property (FEPP) Program and its sponsors, the United States Forest Service, hereinafter referred to as the "USFS" and the Bureau of Land Management, hereinafter referred to as the "BLM."
5. The WCSO shall provide pilots for any helicopter and all other aircraft provided pursuant to the terms of this Agreement and shall be responsibly to assure that such pilots have proper training and adequate supervision to accomplish the allowed uses established by this Agreement.

6. All pilots provided by the WCSO shall have current commercial licenses. For firefighting missions that involve federal lands, the pilots shall also have current permits and approvals (carding) from USFS and BLM for firefighting missions.
7. The WCSO shall notify FIRE DISTRICTS of the schedule for inspections of any of the helicopter, including other aircraft made available, as provided by the WCSO to the FIRE DISTRICTS during the term of this Agreement and allow each FIRE DISTRICTS representative to attend the card review procedures. This inspection is for informational purposes and does not impose any form of duty or liability on Fire Districts to ascertain fitness for purpose or to confirm adequate maintenance has been performed.
8. The WCSO shall also supply necessary supporting equipment for the helicopter, including but not limited to, an approved fuel-servicing vehicle sufficient to sustain eight (8) hours of helicopter flight under firefighting conditions. The fuel-servicing vehicle shall be inspected by the FIRE DISTRICTS and WCSO shall comply with all fire, vehicle and other applicable codes related thereto. This inspection is for informational purposes and does not impose any form of duty or liability on Fire Districts to ascertain fitness for purpose or to confirm adequate maintenance has been performed.
9. Any helicopter supplied pursuant to this Agreement shall be operated in accordance with the "Interagency Helicopter Operations Guide" (IHOG).
10. The FIRE DISTRICT that requests use of Helicopter shall provide a helicopter manager, either a FIRE DISTRICTS employee or through a cooperative agreement with another agency, anytime a helicopter is requested from the WCSO under the terms of this Agreement. If the requesting FIRE DISTRICT is unable to provide a helicopter manager, the WCSO shall provide one. The cost for the helicopter Manager, if provided by WCSO, shall be borne by FIRE DISTRICT.

B. Operations

1. The FIRE DISTRICTS shall appoint a designated helicopter manager for all operations for which a helicopter is requested pursuant to this Agreement. If no FIRE DISTRICT helicopter manager is available for response, the WCSO shall provide the helicopter manager. The helicopter manager shall be responsible for the administrative and tactical functions of the aircraft. Although the FIRE DISTRICTS may select a helicopter manager based on its own selection criteria, the FIRE DISTRICTS will consult with the WCSO regarding the Selection.
2. The helicopters subject to this Agreement will be based at the Reno-Stead Airport. The FIRE DISTRICTS may, at its, option designate alternate bases for temporary operation. The FIRE DISTRICTS shall be responsible for the cost of flight time to and from the alternate base so designated.
3. The FIRE DISTRICTS may have interagency and cooperative-agreements with other local, state and federal agencies and may dispatch the helicopter to supply automatic

INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING
AND SUPPRESSION PERSONNEL AND EQUIPMENT

and mutual aid pursuant to contracts with those agencies. The WCSO consents to the use by the FIRE DISTRICTS of the WCSO personnel and equipment designated in this Agreement pursuant to those agreements for wildland fire monitoring and suppression activities within the County of Washoe. Operations for such purposes outside of Washoe County may not be undertaken without the prior approval by the WCSO Assistant Sheriff of Operations - or a higher member of the WCSO Command Staff – which approval or denial shall be at the sole discretion of the WCSO. In any event such operations shall not exceed twenty (20) nautical miles beyond the Washoe County boundary lines.

4. In the event that a WCSO helicopter is not available for a response to a FIRE DISTRICTS' request for a fire monitoring or suppression mission due to being utilized by a another agency for fire monitoring or suppression, it will be the responsibility of the FIRE DISTRICTS and the Incident Commander of the fire in which the helicopter is already working, to determine which fire should receive priority for air support.

5. Further operational and related details concerning the parties' performance under this Agreement in regard to said Aircraft and Equipment are set forth in the parties' Aviation Fire Suppression Program Operational Plan 2010 ("Operating Plan") executed contemporaneously herewith. The terms and conditions of this Agreement shall govern and resolve any conflicts between the Operating Plan and this Agreement.

C. Availability As follows:

1. During the Fire Season and during the duration of this Agreement the helicopter shall be available:

- a. Immediate Response: The helicopter shall be available for immediate response during designated "Red Flag" days. "Red Flag" days shall be defined as those days that the National Weather Service has issued a "Red Flag" warning for any area under the FIRE DISTRICTS' responsibility. For the purposes of this Agreement, the phrase "immediate response" shall mean the helicopter is in flight within fifteen (15) minutes of receipt of the contact by the WCSO from the FIRE DISTRICTS requesting such equipment's dispatch.
- b. Standby Time: The helicopter will be available four (4) days per week, ten (10) hours per day. The duty hours will be coordinated with the FIRE DISTRICTS to maximize coverage for the critical burn hours. Sunset will be taken into consideration for operational hours as the WCSO will not be qualified to fight fires at night during the period of this Agreement. The "designated days" of the week will be at the discretion of the WCSO. The response time shall be no more than thirty (30) minutes from notification of the WCSO by the FIRE DISTRICTS requesting such dispatch. For "Red Flag" days that fall outside of a designated four (4) day work week, the WCSO shall staff the helicopter for immediate response if requested and for an additional cost as hereinafter set forth.

- c. The helicopter may be made available each day for recall for hours that fall outside of the WCSO's designated work week hours. This recall status will be available for an additional cost. For the purposes of this Agreement, "recall" shall mean the pilot is being recalled from an off-duty status and will respond to the hanger. The helicopter will be staffed and in flight within one (1) hour of notification of the designated recall pilot.
- d. Time Schedules: The FIRE DISTRICTS and the WCSO, in cooperation with the other involved fire departments and districts will meet and mutually agree on duty hours prior to the start of the fire season.

2. The WCSO shall provide immediate notification to the FIRE DISTRICTS' Chief of Operations of any inability of the WCSO to provide the designated personnel and equipment pursuant to the terms and conditions of this Agreement.

3. The WCSO shall provide all necessary support for continuous, uninterrupted operation of the helicopter whenever required pursuant to the terms of this Agreement. This support shall include, but not be limited to, a staffed fuel truck and other services as required.

4. The WCSO may, at its sole discretion, when so requested by the FIRE DISTRICTS, make an additional helicopter (OH-58) available to the FIRE DISTRICTS for aerial observation. Such additional aircraft is subject to the immediate direction of the WCSO. The FIRE DISTRICTS may, at their discretion, request such additional aircraft on a call-when-needed basis when the FIRE DISTRICTS' incident commanders request additional firefighting resources. The FIRE DISTRICTS shall reimburse the WCSO for such call-when-needed aircraft in accordance with the terms of this Agreement. A qualified helicopter manager will be assigned to call-when-needed aircraft when available, but shall not delay a response.

5. When the FIRE DISTRICTS request the availability of an observation helicopter and it is made available by the WCSO, the FIRE DISTRICTS acknowledges that such OH-58 helicopters operated by the WCSO are not and will not be "carded" by the USFS or the BLM and therefore its costs do not qualify for reimbursement by FEMA.

6. Except as provided in Section 3 of this Agreement, in the event that other agencies request the use of the WCSO'S aircraft, the use of those aircraft shall be governed by the terms of use established by the WCSO with those agencies.

D. Training

1. All pilots assigned to aircraft under this Agreement shall be trained in the policies, frequency plans and special safety issues of the FIRE DISTRICTS and Federal firefighting aviation assets. This knowledge may, in the alternative, be gained by attending NDF/USFS/BLM Aviation safety meetings, pre-season inter-agency operations meetings and other such opportunities. The FIRE DISTRICTS shall make

such opportunities available to the WCSO's pilots at no charge, cost or fees for such attendance and participation.

2. WCSO shall train the helicopter manager in the duties and responsibilities of the crew chief at no additional charge, cost or fee for such training other than assessment of the charges and fees designated for use of the WCSO personnel and equipment for such training and operational usage by the FIRE DISTRICTS of such personnel and equipment.

3. The WCSO'S Aviation Unit manager or his designee and all pilots (based upon availability) assigned to aircraft under this Agreement shall attend a FIRE DISTRICTS' approved pre-season workshop.

4. The WCSO shall make its helicopters reasonably available, at the agreed hourly flight rate, for firefighting coordination training of flying crews and helicopter managers.

E. Communications:

1. A morning report shall be transmitted to the on-duty Battalion Chiefs for the FIRE DISTRICTS as well as the Incline, and Minden Dispatch centers within 30 minutes of commencement of daily operations.

2. This report shall include:

- Status of RAVEN 3 (HH-1H, Huey)
- Response posture, immediate or stand-by
- Pilot name
- Special status changes; i.e., location if not Reno-Stead Airport
- Other available helicopters
- Name of Helicopter Manager

3. The helicopter manager or the pilot shall ensure the following minimum information is obtained before liftoff on a fire mission:

- Location and name of incident (Latitude and Longitude if available)
- Command radio frequency
- ICS ground contact
- Call-up frequency if different from command frequency
- Air-to-air frequency if other aircraft are operating

4. At the FIRE DISTRICTS' request, the WCSO personnel who participate in a response will attend any FIRE DISTRICTS' meetings to discuss the response to the incident subject to said attendance occurring during such personnel's regular duties days and hours.

F. Funding and Reimbursement:

1. As and for advance funding for the availability during a fire season of designated WCSO equipment and personnel at times constituting the WCSO's designated work week and hours, the FIRE DISTRICTS will provide advance funding to the WCSO as follows:

- a. The TMFPD shall provide to the WCSO \$65,000 within 30 days of acceptance by all parties to this Agreement.
- b. The NLTFPD shall provide to the WCSO \$10,000 within 30 days of acceptance by all parties to this Agreement.

The purpose of the advance funding by each of the FIRE DISTRICTS is to ensure the ability of each district to request a WCSO helicopter for wildland fire monitoring and/or suppression pursuant to the terms of this Agreement. The advance funding shall be utilized at the discretion of the WCSO in its sole and absolute discretion.

2. Reimbursement for Flight Time: The FIRE DISTRICTS do not guarantee a maximum or minimum number of flight hours that may be utilized for training and the monitoring and suppression of wildland fires during the term of this Agreement, such usage being subject to the nature and extent of such incident during the term of this Agreement. When the aircraft of the WCSO covered by this Agreement are operating at the request of a FIRE DISTRICT, that FIRE DISTRICT is solely responsible to reimburse the WCSO as follows:

- \$1,190 per flight hour for the HH-1H Huey helicopter. Flight time shall be accrued and reimbursed in tenths of an hour based upon a battery-activated hour meter and shall include fuel.
- \$525 per flight hour for the OH-58 helicopter. Flight time shall be accrued and reimbursed in tenths of an hour based upon a battery-activated hour meter and shall include fuel.

3. Personnel Surcharges: Anytime a WCSO pilot is operating on behalf of a FIRE DISTRICT, or is requested by the FIRE DISTRICTS to be available for an immediate response or to be on standby, outside of the WCSO designated work week hours, the FIRE DISTRICTS shall pay a surcharge.

- a. A request to be available for immediate response shall generate a surcharge of \$100 per hour (\$152 per hour on a holiday) to be paid to the WCSO by the FIRE DISTRICTS. The requesting FIRE DISTRICT shall pay \$100 per hour of this surcharge. The remaining quarter shall be paid by the Washoe County Fire Suppression Budget. Holidays will be defined in accordance with the Washoe County Deputies Association contract with the County.

- b. When WCSO personnel operate aircraft at the request of a FIRE DISTRICT, then that FIRE DISTRICT is solely responsible for the surcharge of \$100 per hour (\$152 per hour on a holiday). Holidays will be defined in accordance with the Washoe County Deputies Association contract with the County.
- c. When any one or more of the FIRE DISTRICTS request the WCSO to guarantee availability of a pilot at times outside of the WCSO's designated work week hours (i.e., "immediate availability" not desired but rather on "standby" with a pager, e.g.), the FIRE DISTRICTS shall pay to the WCSO a surcharge of \$9.25 per hour per person (\$14.00 on a holiday). This surcharge is mandated in accordance with Washoe County Deputies Association contract with the WCSO, specifically ¼ hour pay per hour of "stand-by time." The FIRE DISTRICTS must notify the WCSO Aviation Unit manager 8 hours prior to the desired recall period to determine pilot availability and provide proper prior notice and crew rest to the designated pilot. The FIRE DISTRICTS shall each pay ½ of this surcharge. The remaining quarter is to be paid by the Washoe County Fire Suppression Budget. When said pilot is then requested for immediate availability, or requested to operate aircraft, then this standby status is terminated along with this surcharge and the surcharge rate in paragraph 3.F.3.b immediately above applies.
- d. The FIRE DISTRICTS may request a pilot to respond outside of the WCSO's designated work week hours but without designating a pilot for standby; however the WCSO will not guarantee a response in such event.
- e. If a fuel truck is requested by a FIRE DISTRICT to respond to a fire, the requesting FIRE DISTRICT is solely responsible for and shall pay \$37 per hour (\$55 per hour on a holiday) for the driver. The requesting FIRE DISTRICT shall pay – in addition - \$1.00 per mile from the Reno-Stead Airport to and from any staging area. For any training activities provided to the FIRE DISTRICTS in which the fuel truck is requested, the rates in this paragraph apply and shall be equally shared by the FIRE DISTRICTS participating in the training. These rates include fuel.
- f. If the requesting FIRE DISTRICT is unable to provide a helicopter manager and WCSO provides one, the requesting FIRE DISTRICT shall pay \$37 per hour (\$55 on a holiday) for the helicopter manager.
- g. The WCSO Aviation Unit Manager or his designee shall prepare, during each month during the term of this Agreement when a reimbursement is due, a month-end invoice detailing services rendered and the associated costs in accordance with this Agreement. A copy of any backup documentation will be provided to the FIRE DISTRICTS when requested of the WCSO Finance Liaison Officer.

INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING
AND SUPPRESSION PERSONNEL AND EQUIPMENT

- h. The FIRE DISTRICTS shall remit to the WCSO full payment within 30 days of receipt of the invoice, which payment shall be by a check made out to the Washoe County Sheriff's Office, RAVEN program.

4. **ADMINISTRATION:** The FIRE DISTRICTS' Chiefs and the Washoe County Sheriff shall be responsible for the administration of this Agreement. Each party to this Agreement represents to the other that it has sufficient resources and/or other agreements to perform the covenants, terms and conditions set-forth hereunder. The terms of this Agreement may be modified only by written agreement of the parties hereto.

5. **EMPLOYMENT STATUS:** The WCSO and the FIRE DISTRICTS individually shall, during the entire term of this Agreement, be construed to be independent contractors and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship between employees of any of the parties hereto. Except as expressly provided in this Agreement, the WCSO shall be responsible for management of and costs associated with the WCSO employees, and the FIRE DISTRICTS shall be responsible for management of and the costs associated with the FIRE DISTRICTS' employees.

6. **ENTIRE AGREEMENT & SEVERABILITY:** This Agreement contains all of the commitments and agreements of the parties. Oral and written commitments not contained herein shall be of no force or effect to alter any term of this Agreement. In the event any one or more of the terms, sentences, paragraphs, or provisions contained herein shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity illegality, or unenforceability shall not affect any other terms, sentences, paragraphs or provisions, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

7. **NOTICE.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.

8. **INSPECTION & AUDIT.**

A. Books and Records.

Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the other party, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable regulations and statutes.

B. Inspection & Audit.

Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation

INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING
AND SUPPRESSION PERSONNEL AND EQUIPMENT

related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the other party, the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

C. *Period of Retention.*

All books, records, reports, and statements relevant to this Agreement must be retained by each party for a minimum of three years and for five years if any federal funds are used in this Agreement. The retention period runs from the date of termination of this Agreement. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

9. LIABILITY OF PARTICIPATING AGENCIES

- A. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, each participating agency agrees to indemnify, hold harmless and defend the other participating agencies, their officers, employees and agents from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful act or omissions of the participating agency, its officers, employees and agents arising out of the performance of this Agreement. Each agency may assert all available defenses, including but not limited to the defense of sovereign immunity as appropriate in all cases. Each agency's obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035.
- B. Each participating agency shall be responsible for, and the other agencies shall have no obligations with respect to the following:
1. Withholding income taxes, FICA or any other taxes or fees
 2. Industrial insurance
 3. Participation in any group insurance plans available to employees
 4. Participation or contribution by either the employing agency or the participating agencies to the Public Employees Retirement System
 5. Accumulation of vacation leave or sick leave
 6. Unemployment compensation coverage provided by the participating agencies
- C. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, participating agencies shall indemnify and hold other participating agencies harmless from liability for damages, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. The employing agency's employees, agents, or representatives shall not be considered employees, agents or representatives of other participating agencies. Each agency will assert the defense of
- INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING
AND SUPPRESSION PERSONNEL AND EQUIPMENT

sovereign immunity as appropriate in all cases. Each agency's obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035.

D. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, participating agencies shall indemnify and hold other participating agencies harmless for damage, or from liability for damages, resulting from the use of another agencies' equipment or vehicle while acting in official capacity in furtherance of this agreement. This excludes liability for damages arising from mechanical or other defects with the equipment or vehicles, for which the owning agency shall be responsible. Each agency will assert the defense of sovereign immunity as appropriate in all cases. Each agency's obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035.

10. WORKERS' COMPENSATION. For the limited purpose of the exclusive remedy set forth in NRS 616A.020, all parties shall be deemed to employ jointly a person who is an employee of either party and sustains an injury by accident or occupational disease while participating in the matter for which assistance was requested. However, for the purpose of providing insurance benefits pursuant to NRS 616A through NRS 616D and NRS 617 each party shall provide such benefits to its own employees at its own expense. The parties waive any indemnification provision with respect to such industrial injuries or occupational diseases.

11. GOVERNING LAW; JURISDICTION. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Second Judicial District Court of the State of Nevada for interpretation and enforcement of this Agreement.

12. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

IN WITNESS THEREOF, the parties hereto have approved this Agreement and have caused this Agreement to be executed by their respective officers on the date next to the signatures.

WASHOE COUNTY
BOARD OF COUNTY COMMISSIONERS

By: Marsha Berkbigler
Marsha Berkbigler, Chair

Date: April 28, 2015

ATTEST:

Dancy L. Parent
County Clerk

INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING
AND SUPPRESSION PERSONNEL AND EQUIPMENT

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT
BOARD OF FIRE COMMISSIONERS

By: Marsha Berkbigler
Marsha Berkbigler, Chair

Date: April 21, 2015

ATTEST:
Nancy L. Rount
County Clerk

NORTH LAKE TAHOE FIRE PROTECTION DISTRICT
FIRE CHIEF

By: Michael Brown
Michael Brown

Date: 5-11-15

ATTEST:
Valeri B...
Administrative Clerk

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting By and Through Its

Department of Conservation and Natural Resources
Nevada Division of Forestry
2478 Fairview Drive, Carson City, Nevada 89701
Phone (775) 684-2500 – Fax (775) 684-2570

And

Truckee Meadows Fire Protection District
P.O Box 11130

Reno, Nevada 89520-0027
Phone (775) 326-6000 – Fax (775) 326-6003

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the services of Nevada Division of Forestry hereinafter set forth are both necessary to Truckee Meadows Fire Protection District (TMFPD), on behalf of itself and Sierra Fire Protection District (SFPD), which is now consolidated for operational purposes and administered by TMFPD, and in the best interests of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. CONTRACT TERM. This Contract shall be effective July 1, 2015 to June 30, 2017, unless sooner terminated by either party as set forth in this Contract.
4. TERMINATION. This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 60 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. NOTICE. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.

1500527 F

6. INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A: WILDLAND FIRE PROTECTION PROGRAM SCOPE OF WORK

7. CONSIDERATION. Nevada Division of Forestry agrees to provide the services set forth in paragraph (6) at a cost to TMFPD of \$80,000 per fiscal year not exceeding \$160,000, and at a cost to SFPD of \$100,000 per fiscal year not exceeding \$200,000, for the term of the contract, with quarterly installments payable in advance on the first of each quarter, starting July 1 of each fiscal year. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

8. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

9. INSPECTION & AUDIT.

a. Books and Records. Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum of three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. BREACH; REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for State employees attorneys and County Employed attorneys.

11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.

12. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

13. INDEMNIFICATION.

a. To the fullest extent of limited liability as set forth in paragraph (11) of this Contract, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

b. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

14. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

16. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

17. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.

18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

20. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.

21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

22. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.

23. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby

Marsha Berkbigler 4/21/15
Marsha Berkbigler, Chair, Board of Fire Commissioners Date

Robert Roper, State Forester/Firewarden Date

Charles Moore Fire Chief Date

Leo Drozdorff, Director, DCNR Date



Attest:
Nancy L. Parent 4/21/15
Nancy Parent, County Clerk Date

Approved as to form by:
Paul Lipparelli 4.21.15
Paul Lipparelli, County District Attorney Date

Signature – Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS

Approved as to form by:

On _____ Date

Bryan Stockton, Deputy Attorney General for Attorney General, State of Nevada

On _____ Date

Attachment A
WILDLAND FIRE PROTECTION PROGRAM
SCOPE of WORK

I. IDENTIFICATION OF ENTITIES

- A. The State of Nevada Department of Conservation and Natural Resources (hereinafter "DCNR") which exists pursuant NRS 232.010(1), and the Nevada Division of Forestry (hereinafter "DIVISION") which exists pursuant to NRS 232.090(c), are both agencies of the State of Nevada (and are from time to time collectively referred to as "STATE" in this Agreement);
- B. TRUCKEE MEADOWS FIRE PROTECTION DISTRICT (TMFPD) and SIERRA FIRE PROTECTION DISTRICT (SFPD) are political subdivisions of the State of Nevada (hereinafter collectively referred to as DISTRICT);
- C. TRUCKEE MEADOWS FIRE PROTECTION DISTRICT and SIERRA FIRE PROTECTION DISTRICT are both organized pursuant to NRS 474.460 to provide for the prevention and extinguishment of fires in their respective territories, and SIERRA FIRE PROTECTION DISTRICT is now consolidated for operational purposes into and is administered by TRUCKEE MEADOWS FIRE PROTECTION DISTRICT.

II. RECITALS

Whereas, all signatories to this Agreement are public agencies authorized by Chapter 277 of the Nevada Revised Statutes to enter into Interlocal and cooperative agreements with each other for the performance of governmental functions; and

Whereas, the DISTRICT is the authority having jurisdiction within its boundaries and authorized to serve its community in many different ways, including emergency situation management such as, fire and emergency medical service, hazardous materials, confined space rescue, fire prevention, aircraft fire rescue, and others; and

Whereas, The DIVISION has responsibility to supervise or coordinate all forestry and watershed work on state-owned and privately owned lands, including fire control, in Nevada, working with federal agencies, private associations, counties, towns, cities or private persons; and

Whereas, The DIVISION may maintain or have access to additional specialized wildfire expertise and suppression resources; and

Whereas, is to the mutual advantage of the DIVISION and the DISTRICT to work closely together to maintain effective wildfire management without duplication, and to coordinate efforts with federal cooperators; and

Whereas, the DIVISION and the DISTRICT desire to define their roles, responsibilities and relationships to achieve the most effective protection of forest, range, and watershed lands; and

Whereas, the DIVISION and the DISTRICT recognize that safe, aggressive initial attack is often the best suppression strategy to keep wildland fires small and costs down; and

Whereas, it is understood that the mission and intent of all parties is to quickly suppress wildland fires regardless of jurisdiction and/or ownership. It is considered mutually beneficial to all parties to jointly take action as necessary to safely and effectively contain all wildland fires; and

Whereas, the DISTRICT has requested to participate in the DIVISION's Wildland Fire Protection Program (hereinafter WFPP), and the DIVISION is authorized to render wildland fire protection services, including cost reimbursement, to the DISTRICT:

NOW THEREFORE, in consideration of the above premises, it is agreed between the parties as follows:

III. TERMS

A. Location

The DISTRICT will provide the DIVISION a map of the jurisdictional boundaries the DISTRICT enrolled in the WFPP.

B. Payment

The DIVISION will pay qualifying wildland fire suppression expenses to (or for) participating DISTRICT jurisdiction in the WFPP.

1. Qualifying Expenses

Reasonable and prudent expenses (actual costs, based on established rates of the jurisdiction or DIVISION, attached) with respect to values at risk for, wildland fire suppression and support resources engaged in wildland fire suppression within the DISTRICT jurisdictions, or through a cost-share agreement with Federal and/or Local Agencies on adjacent or comingled jurisdiction.

- Initial Attack Suppression forces (Assistance by Hire), including aviation resources.
- Extended Attack resources (Assistance by Hire), services and supplies with a Resource Order number.

Scope of Work for Wildland Fire Protection Program

- Vehicles, equipment and apparatus utilizing established Rates based on actual operating costs.
- Fire Base Camp – Incident Command Post set-up and operational costs.
- Food services for Incident personnel.
- Transportation to/from Incident.
- Repair/replacement of uninsured items and small equipment damaged or destroyed during fire suppression (with IC approval and completed OF-289, Property Loss or Damage Report).
- Use of Mobile equipment.
- Use of Aircraft services.
- Personnel costs utilizing established Rates based on actual operating costs.
- Incident Management Team, mobilization and support.
- Cost Share Agreements.
- Dispatch overtime.
- Fire suppression damage repair.

2. Excluded Expenses

- DISTRICT equipment, apparatus, personnel salary and benefits, unless expenses are directly attributed to a wildland fire covered under the WFPP.
- DISTRICT equipment and repair/maintenance costs associated with wildland fire response and normal wear and tear.
- Individuals and agencies when in “mutual aid” to the DISTRICT.
- “Profit” and Administrative fees.
- Dispatch personnel and services, regular time.
- Agency Overhead personnel not specifically assigned to the incident.
- Non-expendable (non-consumable) accountable property, i.e. Chainsaws, FAX Machines, and Mobile Air Conditioners.
- Claims and award payments.
- Interest and indemnities payments.
- DISTRICT Burned Area Emergency Rehabilitation (BAER) beyond suppression damage repair.
- Resources demobilized before the end of the mutual aid period.

3. Negotiable Expenses

Costs not outlined above may be subject to negotiation between the parties for payment.

The DISTRICT should notify the DIVISION of any questions, issues or situations regarding qualifying expenses that are not clear or require negotiation. The DIVISION will set a meeting to discuss and/or resolve. If the parties are unable to reach a mutually agreeable resolution, either party may refer the matter to the Review Committee (Section J) for further action.

C. Annual Planning Meeting

Annually, representatives of the DIVISION, the DISTRICT, and others deemed necessary, shall meet and jointly discuss, review, and update as necessary the WFPP and set rates for personnel and equipment. The DIVISION will arrange the date and location for the meeting each year.

D. Use of Incident Management Teams

The DISTRICT will notify the DIVISION Duty Officer of any wildland fire in their jurisdiction that may require mobilization of an Incident Management Team. The DIVISION will participate in unified command role and actively participate as an advisor to the Agency Administrator on any Type II or Type I wildland incident in a WFPP jurisdiction.

E. Organizing, Equipment and Training

The DISTRICT will cooperate in the training, equipping and maintaining of wildland firefighting forces in the DISTRICT.

The DIVISION will assist the DISTRICT, in the organizing and training of DISTRICT and cooperator forces to detect contain and extinguish wildland fires at no charge.

F. Wildfire Pre-Suppression

The DIVISION will provide, at the DISTRICT's request, technical assistance with hazardous fuels reduction and/or modification, including developing projects, prescriptions, and plans; State Historic Preservation Office (SHPO) pre project reviews for potential impacts upon historic properties; Threatened and Endangered (T&E) species occurrences; and other technical services as requested and available. The DIVISION will provide, at the DISTRICT's request, subject to availability, personnel and apparatus to assist in Public Wildfire Education Programs, and the DIVISION and the DISTRICT will collaborate on a wildland fire prevention program that includes a common message.

G. Wildfire Suppression

The DIVISION and the DISTRICT will utilize the "closest forces" concept for all wildland fire responses. This concept dictates that the closest available resources respond to initial attack fires, regardless of jurisdiction, whenever there is a critical and immediate need for the protection of life and property. Beyond initial attack, the "closest forces" concept is modified and the respective agencies will request the most appropriate resource to aid in the suppression of a wildfire.

H. Reporting/Notification

The DISTRICT will notify the DIVISION Duty Officer of any wildland fire in their jurisdiction that may require DIVISION assistance at time of size up or as soon as reasonably possible.

I. Prescribed Burning

The DIVISION and The DISTRICT will coordinate technical assistance for prescribed fires and fuels reduction projects. Prescribed burning costs are not eligible for reimbursement under the WFPP. If initiated by the DISTRICT, Escaped Prescribed Fires (conversion to wildland fire) are not eligible for reimbursement or direct payment under the WFPP if the prescribed fire was being conducted outside the approved prescription.

J. Review Committee

The STATE will establish a review committee to adjudicate issues or questions between the DIVISION and the DISTRICT which cannot be resolved informally through the parties. The Director of the Department of Conservation and Natural Resources (DCNR) will request one STATE representative and two individuals from jurisdictions other than where the dispute is occurring to serve on the Committee. The Committee will meet and discuss the issue and make a non-binding recommendation to the Director of DCNR for a final decision. The use of a Review Committee is not intended to alter or supplant any other remedy either party may have at law.

K. Reimbursement/Payment

The DIVISION will provide reimbursement to the DISTRICT, or provide for direct payment of approved costs to Federal and/or Local Agencies and other vendors.

The DIVISION will provide template/process for billing eligible DISTRICT costs to the Wildland Fire Protection Program.

1. Billing invoice requirements:
 - a. One incident per invoice;
 - b. Incident name;
 - c. Incident start date;
 - d. Incident number (State and Federal);
 - e. Contact point for questions;
 - f. Standard billing documentation: Dispatch Resource Orders, Cost Share Agreements, Transaction Registers and backup documentation (Resource Order Numbers for all Supplies), Incident Dispatch Log).

The DISTRICT will prepare and submit to the DIVISION incident billing packages no later than six (6) months from the date the incident is declared out, with the exception of certain FEMA, Civil Cost Recovery and other incidents that warrant specific time tables. The DIVISION reserves the right to return billing packages not meeting the billing invoice requirements outlined above, for correction. Failure to meet these timelines shall not be construed as a release or waiver of claims for reimbursement against the other party. If the six (6)-month timeframe cannot be met, immediate written notification shall be made to the DIVISION Deputy Administrator.

For Federal Emergency Management Agency (FEMA) billings, the DIVISION will be the lead agency for all bills to be submitted for the Fire Management Assistance Grant Program (FMAG). The DIVISION requires estimated bills from the DISTRICT within 30 days of the fire being declared out. The DISTRICT will track resources and costs associated with wildland fires.

L. Non-Wildland Fire Emergency Assistance

The DIVISION will provide to the DISTRICT, participating in the WFPP, assistance without cost (subject to availability) as requested by the DISTRICT for emergencies which threaten human life or property including the use of DIVISION aircraft, Conservation Camp Crews, apparatus and heavy equipment.

M. Cost Share Agreements

The DISTRICT will notify the DIVISION State Duty Officer of any wildland fire in their jurisdictions that may require a cost share agreement between agencies/jurisdictions. The DIVISION will assume an active role in the development of the cost share agreement and must ratify the agreement in order for any expenses incurred through the agreement to qualify under the WFPP.

N. Fire Investigations

Parties shall render mutual assistance in investigations and fire related law enforcement activities, and in court prosecutions, to the fullest extent possible. The DISTRICT shall be responsible for investigations and fire related law enforcement activities on wildfires that originate on their respective lands. The DIVISION has the ability to seek cost recovery actions on known human caused fires. To the extent permitted by State law, the DISTRICT will provide investigation files relative to the fire to the DIVISION.