

**MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT
RESPONSE AGREEMENT**

Between

UNITED STATES DEPARTMENT OF THE INTERIOR

BUREAU OF LAND MANAGEMENT

(Nevada, #BLM-CFPA-NV-913-001 and DUNS # 084359236)

NATIONAL PARK SERVICE

(Pacific West Region, #H8075-10-0100 and DUNS # 039365775)

BUREAU OF INDIAN AFFAIRS

(Western Regional Office, GTH00090002 and DUNS #094519816)

UNITED STATES FISH AND WILDLIFE SERVICE

(Pacific Southwest Region, 80233-A-J001 and DUNS # 151157950)

And

UNITED STATES DEPARTMENT OF AGRICULTURE

FOREST SERVICE

(Region 4, Humboldt-Toiyabe National Forest and Region 5, Lake Tahoe Basin Management Unit
10-FI-11046000-007 and DUNS # 929332484)

And

STATE OF NEVADA

DEPARTMENT OF CONSERVATION & NATURAL RESOURCES

(Division of Forestry)

DUNS # 048101831

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D) By THE FOLLOWING AUTHORITIES:

Reciprocal Fire Protection Act of May 27, 1955, (69 Stat. 66; 42 U.S.C. 1856) (Federal Agencies)
Economy Act of June 30, 1932, (31 U.S.C. 1535 as amended) (Federal Agencies)
Disaster Relief Act of May 22, 1974, (42 U.S.C. 5121 as amended) (Federal Agencies)
Robert T. Stafford Disaster Relief and Emergency Assistance Act (P.L. 93-288) (Federal Agencies)
Homeland Security Act of 2002 (H.R. 5005-8)
Homeland Security Presidential Directive-5 (HSPD-5)
Wyden Amendment, Sec 323 (A) of the Department of Interior and Related Agencies Appropriations Act, 1999 as included in P.L. 105-277, Div. A, Section 101 E) as amended by P.L. 109-54. Sec. 434 and the Omnibus Public Lands Act, PL 111-11, Sec 3001 National Indian Forest Resources Management Act (P.L. 101-630, Title III) (Interior Agencies)
Taylor Grazing Act of June 28, 1934, (48 Stat. 1269; 43 U.S.C. 315) (BLM, FS)
Granger-Thye Act of April 24, 1950, (16 U.S.C., Sec 572) (FS)
Cooperative Funds and Deposits Act of Dec 12, 1975, P.L. 94-148 as amended by the Consolidated Appropriations Act of 2008. P.L. 110-161 and the Omnibus Public Lands Act, PL 111-1, Sec 3001(FS)
Cooperative Forestry Assistance Act of July 1, 1978, as amended (16 U.S.C. 2101) (FS)
Cooperative Funds Act of June 30, 1914, (16 U.S.C. 498) (FS)
Department of the Interior and Related Agencies Appropriations Act, 1999, as included in P.L. 105-277, section 101(e)
Federal Land Policy and Management Act of Oct. 21, 1976, (P.L.94-579) (BLM)
NPS Organic Act (16 U.S.C. 1-4) (NPS)
National Wildlife Refuge Administration Act of 1966 (16 U.S.C. 668dd-668ee, 80 Stat. 927, as amended) (FWS)
National Wildlife Refuge System Improvement Act of 1997 (P.L. 105-57) (FWS)
Timber Protection Act of September 20, 1922 (42 Stat. 857; 16 U.S.C. 594)
Nevada Revised Statues 472 and 473

II) PURPOSE

The purpose of this Master Cooperative Wildland Fire Management and Stafford Act Response Agreement (hereinafter called the Agreement) is to document the commitment of the Agencies to this Agreement to improve efficiency by facilitating the coordination and exchange of personnel, equipment, supplies, services, and funds among the Agencies to this Agreement.

The state and the Federal Agencies may jointly conduct mutual interest projects within their authority to maintain or improve fire protection capability of the agencies. These projects may be in such activities as suppression, preparedness, fuels management, training, prevention, public affairs, and other beneficial efforts. Such projects will be documented in operating plans, agreements, or other appropriate written documents. Documentation will include the objectives, role of each agency, and each Agency's share of costs.

Such local arrangements shall not be in conflict with the terms of this Agreement. Local agreements may be executed by line officers of agencies party to this agreement.

[NOTE: The underlined text in this agreement is applicable only to coordination of Stafford Act responses through this agreement.]

In addition to improving efficiency in addressing wildland fire, this agreement facilitates improved coordination regarding other incidents. The Nation's domestic incident management landscape changed dramatically following the terrorist attacks of September 11, 2001. Today's threat environment includes not only the traditional spectrum of manmade and natural hazards – wildland and urban fires, floods, oil spills, hazardous materials releases, transportation accidents, earthquakes, hurricanes, tornadoes, pandemics, designated special events requiring security, and disruptions to the Nation's energy and information technology infrastructure – but also the deadly and devastating terrorist arsenal of chemical, biological, radiological, nuclear and high-yield explosive weapons. Pre-planning through this agreement will enable better use of shared response to these types of situations.

The National Response Plan (NRP) applies to all Federal departments and agencies that may be requested to provide assistance or conduct operations during Presidential/Stafford Act declared disasters. These disasters also require a coordinated response by an appropriate combination of State and Tribal entities, along with the Agencies. This agreement documents the commitment of the Parties to provide cooperation, resources, and support to the Secretary of Homeland Security in the implementation of the NRP, as appropriate and consistent with their own authorities and responsibilities. **Only wildland fires and non-wildland emergencies or disasters that are Presidentially-declared emergencies and disasters are covered under this Agreement.**

The Agencies to this Agreement are:

The State of Nevada, Division of Forestry, hereinafter called NDF and

The United States Department of Agriculture Forest Service, Region 4, Intermountain Region and Region 5, Lake Tahoe Basin Management Unit; hereinafter called the "USFS"; and

The United States Department of the Interior, National Park Service, Pacific West Region, hereinafter called the "NPS"; and

The United States Department of the Interior, Fish and Wildlife Service, Pacific Southwest Region, hereinafter called "FWS"; and

The United States Department of the Interior, Bureau of Indian Affairs, Western Regional Office, hereinafter called the "BIA"; and

The United States Department of the Interior, Bureau of Land Management, Nevada, hereinafter called the "BLM" and

The USFS, NPS, FWS, BIA, and the BLM may hereinafter be jointly called the "Federal Agencies."

The Federal Agencies, States, and other entities signatory to this Agreement will hereinafter be referred to as the "Agencies to this Agreement."

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

1) Incorporation of exhibits into agreement

The following exhibits are hereby incorporated into this Agreement (Note that Exhibits G and H relate only to Stafford Act responses):

A	Glossary of Terms
B	Principal Contacts
C	Annual Operating Plan (AOP)
D	Reimbursable Billings and Payments
E	Project and Financial Plan
F	Supplemental Cost Share Agreement
<u>G</u>	<u>Use and Reimbursement for Stafford Act Shared Resources</u>
<u>H</u>	<u>Glossary of Terms for Stafford Act Response</u>
I	Fuels - Annual Operating Plan
J	NFBOD – Charter
K	Smoke Management MOU

Exhibits to this Agreement may be revised upon request of the Agencies through execution of the Statewide Annual Operating Plans (AOPs). The latest revision of any Exhibit will automatically be incorporated into this Agreement without necessitating a formal modification as defined in Agreement Provision #49.

2) Acknowledgement of supplements to the agreement

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

3) Hierarchy and precedence for agreements, exhibits, etc.

Any inconsistencies in this Agreement and attachments thereto shall be resolved by giving precedence in the following order:

1. This Agreement
2. Statewide AOP
3. Exhibits to this Agreement
4. Zone or local AOP
5. Project and Financial Plan

RECITALS

1. Lands for which the State is responsible for wildland fire protection in Nevada, and the lands for which the respective Federal Agencies are responsible, are intermingled or adjacent in some areas, and wildland fires on these intermingled or adjacent lands may present a threat to the lands of the other;
2. The Agencies to this Agreement maintain fire protection and fire management organizations;
3. It is to the mutual advantage of the Agencies to this Agreement to coordinate efforts for the prevention, detection, and suppression of wildfires, fuels management, use of wildland fire, non wildland fire emergencies (as authorized), and cooperative projects for resource protection in and adjacent to their areas of responsibility, and to limit duplication and improve efficiency and effectiveness;
4. It is the intent of the Agencies signatory to this Agreement that State resources be available to assist in fire management activities on all federal lands, and on other lands upon which the Federal Agencies are responsible to protect;
5. It is the intent of the Agencies signatory to this Agreement that federal resources be available to assist in fire management activities on all state and private lands the State is responsible to protect; and the USFS, BLM, BIA, NPS, and FWS have entered into a national Interagency Agreement for Fire Management to cooperate in all aspects of fire management.
6. It is to the benefit of all federal, state and local agencies to coordinate assistance and operations during Presidential/Stafford Act declared disasters under The National Response Plan (NRP). This agreement documents the commitment of the Parties to provide cooperation, resources, and support to the Secretary of Homeland Security in the implementation of the NRP, as appropriate and consistent with their own authorities and responsibilities.
7. The Cooperators shall comply with all State of Nevada and Federal statutes relating to non-discrimination, including, but not limited to:
 - a. The Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, handicap, or national origin; and
 - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686, which prohibits discrimination on the basis of sex
8. **Officials Not to Benefit:** No member of, or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit to arise there from, unless it is made with a corporation for its general benefit.

In consideration of the mutual commitments and conditions herein made, it is agreed as follows:

INTERAGENCY COOPERATION

9. **Nevada Fire Board of Directors (NFBOD):** This group shall provide coordination and recommendations for all interagency fire management activities in Nevada. Membership, procedures, and guidelines will be agreed to and documented in the NFBOD Charter (see Exhibit J, Nevada Fire Board of Directors Charter)
10. **National Incident Management System:** The Agencies to this Agreement will operate under the concepts defined in the Department of Homeland Security's (DHS) *National Incident Management System* (NIMS). In implementing these concepts, Agencies to this Agreement will be expected to follow the National Wildfire Coordinating Group's (NWCG) National Interagency Incident

Management System (NIIMS) minimum standards as defined in the *Wildland Fire Qualifications Systems Guide* (PMS-310). These NWCG minimum standards are DHS NIMS compliant. The following NIMS concepts will be followed as they are implemented: Incident Command System (ICS), qualifications system, training system, the management of publications, and participating in the review, exchange and transfer of technology as appropriate for providing qualified resources, and for the management of incidents covered by this Agreement.

11. **Annual Operating Plans:** Annual operating plans will be developed at the Geographic, State, or sub-geographic area level and will tier to this Agreement (see Exhibit C, Operating Plan Outline Guide). The following annual operating plans are listed in descending order of precedence:

Reference the Great Basin Mobilization guide for specific Operating Guidelines for Western Great Basin.

A. Statewide Operating Plans

Statewide Operating Plans will address issues affecting statewide cooperation. The Statewide Operating Plans will be approved by the signatory State and Federal NFBOD members. Statewide AOP will be completed prior to March 1.

The Statewide Mobilization Guides will be identified as, and considered part of the Statewide Annual Operating Plans.

B. Local Area Operating Plans

Local area operating plans will be developed that outline the details of this Agreement for local areas. Unit Administrators will have the responsibility for developing and approving local area operating plans by May 1, annually. Unless superseded by the Statewide Operating Plans, local area operating plans will apply.

C. Project Plans

Project plans are plans developed for specific non-suppression, fire related projects. Such projects will be documented in local agreements, or other appropriate written documents. Documentation will include the objectives, specific authorizing law, role of each Agency, and each Agency's share of cost (See Exhibit E for a Supplemental Project Plan).

12. **Interagency Dispatch Centers:** The Agencies to this Agreement agree to maintain, support, and participate in Interagency Dispatch Centers, as appropriate.

Staffing, funding, and level of participation will be agreed to by the affected Agencies to this Agreement and documented in annual operating plans and/or appropriate mobilization guides.

An annual financial plan will be developed by the local Dispatch Board of Directors by January 1, of each year that will describe the financial agreements between the responsible center cooperators.

13. **Western Great Basin Coordination Center (WGBCC):** The Agencies to this Agreement recognize WGBCC in Reno, as the Geographic Area Coordination Center (GACC) for Nevada. The Agencies to this Agreement will coordinate fire management activities and resource movements through the GACC as appropriate. Agencies to this Agreement are not precluded from independent movement of resources.

Staffing, funding, and level of participation will be agreed to by the affected Agencies to this Agreement and documented in annual operating plans and/or appropriate mobilization guides

14. **Interagency Resources:** Interagency funding, staffing, and utilization of resources and facilities will be pursued by the Agencies to this Agreement whenever an interagency approach is appropriate and cost effective. Shared staffing and funding will be commensurate with each Agency's use of resources, will be agreed to and documented in local operating plans, and will be subject to the availability of appropriations.

To the extent practical, additional preparedness resource requests will be coordinated. The coordination process will be identified in the annual operating plan.

Type 1 and Type 2 Interagency Incident Management Teams (IMTs) are managed by geographic area coordinating groups at Preparedness Levels 1 through 3. The National Multi-Agency Coordination Group will manage these resources at Preparedness Levels 4 and 5. NFBOD should establish operating plans for management of their IMTs including Nevada Type 3 IMTs.

15. **Multi-Agency Coordinating (MAC) Groups:** Per the Great Basin planning levels and periods when fire activity is significant enough to require prioritization of fires in order to allocate critical or scarce resources, statewide and local MAC groups will accomplish that priority setting. Three levels of MAC groups may be assembled as appropriate – Great Basin, State (NV Zone), or local (by Interagency Dispatch Center).
16. **Standards:** It is the goal of the signatory Agencies to this Agreement to achieve common standards within the Agencies' best interest, recognizing differing agency missions and mandates. Each Agency to this Agreement recognizes that other agency standards are reasonable, prudent, and acceptable. This clause is not intended to affect the Jurisdictional Agency's land management standards. Agency direction for land management and aircraft use are identified in the annual operating plans.

PREPAREDNESS

17. **Definition of Responsibilities:** The Agencies to this Agreement shall be distinguished as follows:

Jurisdictional Agency - The Agency having overall land and resource management and/or protection responsibility for a specific geographical or functional area as provided by federal or state law. Under no circumstances will a jurisdictional Agency abdicate legal responsibilities as provided by federal or state law.

Protecting Agency - The Agency responsible for providing direct incident management and services to a given area pursuant to its jurisdictional responsibility or as specified by federal or state law, contract or agreement. .

Supporting Agency – An Agency providing suppression or other support and resource assistance to a protecting agency.

18. **Protection Planning:** Annually, local area Unit Administrators will determine efficiencies to be gained from reciprocal assistance and acquisition of protection services. Annual operating plans will document decisions. Plans should be reviewed and agreement reached concerning such items as placement of crews, engines, air tankers, helicopters, fixed and aerial detection, regulated use, closures and other joint fire suppression efforts.
19. **Protection Areas and Boundaries:** Protection areas, as defined by boundaries, will be mapped and or described, and made a part of annual operating plans.

20. **Methods of Fire Protection and Suppression:** One agency may provide fire protection services on lands under the jurisdiction of another, within their authority and as authorized by law. The following are different methods to provide those services:

A. **Reciprocal (Mutual Aid) Fire Protection:** As deemed appropriate, the Agencies may, by agreement in AOPs, establish reciprocal initial attack zones for lands of intermingled or adjoining protection responsibility. Within such zones, a Supporting Agency will, upon request or voluntarily, take initial attack action in support of the Protecting Agency.

The Protecting Agency will not be required to reimburse the Supporting Agency for costs incurred following the initial dispatch of any ground resources to the fire for the duration of the mutual aid period, unless specifically stated by contract or agreement. The length of the mutual aid period should not exceed 24 hours, unless specifically stated by agreement or contract, and will be documented in the AOP.

B. **Reimbursable (Cooperative) Fire Protection:** The Protecting Agency may request suppression resources of other Agencies for its protection work. Such resources shall be paid for by the Protecting Agency. *See applicable Exhibit D item regarding Reimbursable Billings and Payments.*

C. **Exchange (Offset) Fire Protection:** Agencies may exchange responsibility for fire protection for lands under their jurisdiction. The rate of exchange will be based upon comparable cost, acreage involved, complexity, and other factors as appropriate and mutually agreed to by the Agencies. Exchange zones will be documented in AOPs.

If an imbalance exists, the Protecting Agency with the surplus of acres may bill the Jurisdictional Agency for the difference on a per acre basis as computed under Contract or Fee Basis Protection. Imbalance means a deviation exceeding the range of variation agreed to between the parties.

When a Protecting Agency takes suppression action on lands it protects for the Jurisdictional Agency, and the Jurisdictional Agency is requested to assist, the Protecting Agency will reimburse the Jurisdictional Agency for their assistance. The exception is if the parties involved are Federal Agencies. The National Agreement between the Department of the Interior Agencies and the USDA Forest Service states that the parties agree not to bill each other for suppression services.

D. **Contract (Fee Basis) Fire Protection:** For an agreed upon fee, one Agency may assume fire protection responsibilities on lands under the jurisdiction of another Agency. The terms and conditions of such arrangements must be included in AOPs.

21. **Joint Projects and Project Plans:** The Agencies to this Agreement may jointly conduct cooperative projects, within their authority and as authorized by law, to maintain or improve their fire management services and activities. These projects may involve such activities as prescribed fire/fuels management, presuppression, fire analysis/planning, rehabilitation, training, prevention, public affairs, and other beneficial efforts. Such projects will be documented in local operating plans, or other appropriate written documents, referencing the appropriate authority. Documentation will include the objectives, role of each Agency, and each Agency's share of costs.

Project plans may be executed by Unit Administrators of agencies to this Agreement and Bill according to Exhibit D, Reimbursable Billings and Payments, and Exhibit E, Supplemental Project Plan.

22. **Fire Prevention:** The Agencies to this Agreement agree to cooperate in the development and implementation of fire prevention programs. Unit Administrators will assure that fire prevention goals and activities are planned at local levels and are addressed in annual operating plans. Specific fire prevention plans should be developed by local interagency fire management personnel. The Agencies to this Agreement may pool resources and share costs. Unit Administrators are encouraged

to participate in local fire prevention cooperatives, organizations, or groups, where applicable.

23. **Public Use Restrictions:** Implementation of restrictions and closures shall be coordinated with all appropriate agencies. Agencies should follow the guidelines outlined in the Nevada Fire Restrictions Plan.
24. **Burning Permits:** Burning permit procedures, where applicable, will be included in local annual operating plans. If authorized by State and Federal law, federal employees or their agents may be granted authority by the States to issue burn permits when it is determined to be in their mutual interest.
25. **Prescribed Fire and Fuel Management:** The Agencies to this Agreement agree to cooperate in the development and implementation of prescribed fire and fuels management programs, whose primary intent is to reduce fire hazards.

Any Agency within this Agreement may provide assistance to another Agency as requested and agreed to for the purposes of performing prescribed fire or other fuels management work. Conditions of the assistance and details related to reimbursement will be agreed to and documented, through the procurement or project plan process (*see Exhibit E, Supplemental Project Plan and/or the Fuels AOP*)

Any instrument processed under this clause shall be in accordance with each agency's applicable laws, regulations, and policy requirements.

26. **Escaped Prescribed Fires:** Wildfire resulting from escaped prescribed fires that were ignited and, managed at the direction of, under the supervision of the Agencies to this Agreement shall be the responsibility of the jurisdictional Agency. Unless otherwise agreed, all suppression costs are the responsibility of the jurisdictional Agency. The Agencies to this Agreement will not hold each other responsible under this clause for escaped prescribed fires originating on private land, or on state or federal lands not protected by one of the Agencies to this Agreement.

If the Agencies to this Agreement conduct a cooperative prescribed fire, the responsibility for suppression costs, should it escape, shall be agreed upon and documented in the project plan.

27. **Smoke Management:** Within their authorities, the Agencies to this Agreement agree to cooperate in smoke management programs. See Exhibit K
28. **Local Cooperative Initiatives:** Agencies will encourage and support local cooperative initiatives which enhance cooperation, collaboration and improve efficiencies. Comprehensive local cooperative efforts may include activities such as dispatch, prevention, investigations, pre-attack planning, fuels management, aviation operations, fire operations, training, fire management, analysis and planning, public affairs, and other mutually beneficial activities as authorized under separate instruments (also refer to General Provisions #8, Joint Projects and Local Agreements).

Local Government Fire Service Organization's (FSO): Agencies signatory to this agreement agree that all FSO "Assistance-by-Hire" beyond the base of operation contained within a local agreement shall be through the State of Nevada, Department of Emergency Management (DEM) as the designated single point of contact for local government resources mobilization. However this does not eliminate the need for individual payment-for-services agreements between federal and local government entities.

OPERATIONS

For Stafford Act responses, procedures and requirements established in the National Response Plan shall be utilized by Agencies to this Agreement to authorize and accomplish any required response or support tasks. Any agency requesting support pursuant to a Stafford Act response shall issue written instructions and funding limitations to any agency providing cooperation, resources or support. Mobilization activities will be accomplished utilizing established dispatch coordination concepts per the current National Interagency Mobilization Guide.

Nevada Division of Emergency Management. All-Risk tasking will be coordinated through DEM to the Federal Agencies

29. **Closest Forces Concept:** The guiding principle for dispatch of initial attack suppression resources is to use the closest available resource regardless of which Agency the resources belong, and regardless of which Agency has protection responsibility.
30. **Fire Notifications:** Each Agency will promptly notify the appropriate protecting Agency of fires burning on or threatening lands for which that Agency has protection responsibility. Likewise, protecting Agencies will promptly inform jurisdictional agencies whenever they take action on fires for which the protecting Agency is responsible. Fire reports will be sent to jurisdictional agencies within 30 days after a fire is declared out.
31. **Boundary Line Fires:** A boundary line fire, as defined in Exhibit A, Glossary of Terms, will be the initial attack responsibility of the protecting Agencies on either side of the boundary. Neither Agency will assume the other Agency is aware of the fire or that the other Agency will take action. Each Agency will make every reasonable effort to communicate with the other concerning the fire. The most qualified individual of the protecting Agency, arriving first on the fire, will act as Incident Commander. When protecting agencies have arrived, the agencies will mutually agree to the designation of an Incident Command organization.
32. **Unsolicited Action:** Except as otherwise limited in annual operating plans, nothing herein shall prohibit any Agency, on its own initiative, from going upon lands known to be protected by another Agency to this Agreement to engage in suppression of wildfires, when such fires are a threat to lands that are that Agency's protection responsibility. In such instances, the Agency taking action will promptly notify the protecting Agency. These Protecting Agencies' actions will be commensurate with the jurisdictional agencies land management considerations, and subject to the laws and regulations of the jurisdictional agency.
33. **Wildland Fire Decision Support Tools:** A "Wildland Fire Situation Analysis" (WFSa) or Wildland Fire Decision Support System (WFDSS) will be completed for all fires that have escaped initial attack. The procedure requires all agencies to participate in developing incident objectives for the suppression action and all agencies affected by the incident should participate in the completion of the documentation. Agency Administrator(s) or designated representative(s) will approve the completed documentation and will review the accuracy of incident objectives on a daily basis.

The Wildland Fire Decision Support System (WFDSS) is designed to improve decision documentation, risk assessment, decision support, and operational implementation. When fully developed, this system will replace the Wildland Fire Situation Analysis (WFSa), Wildland Fire Implementation Plan (WFIP), Long-Term Implementation Plan (LTIP), and Strategic Implementation Plan (SIP).

Local agencies will coordinate to determine which tool will be used for analysis and document fire decisions.

34. **Wildland Fire Management:**

The Wildland Fire Leadership Council (WFLC) approved modifications to the “Interagency Strategy for the Implementation of Federal Wildland Fire Management Policy (2003)” on March 24, 2008. The revisions allow the ability to manage a single wildland fire for one or more objectives and or strategies. Reference Guidance for Implementation of Federal Wildland Fire Management Policy, dated February 13, 2009.

The new guidelines provide for managing individual wildfires providing all wildfire management decisions are consistent with existing Land Management Plan or Resource Management Plan.

The Jurisdictional Agency will be responsible for funding wildland fire and preparation of a Wildland Fire Decision Support Document. Billing for assistance between federal agencies will follow guidance set in the Cooperative Wildland Fire Protection agreement using the same criteria used in suppression fires.

35. **Delegation of Authority:** Annual operating plans will document procedures and criteria for Unit Administrators to specify direction, authority, and financial management guidelines to Incident Commanders for large incidents.
36. **Preservation of Evidence:** As initial action is taken on a fire, the protecting agency is responsible to gather and preserve information and evidence pertaining to the origin and cause of the fire. To the extent permitted by Federal and State law, the protecting agency will provide investigation files relative to the fire to the other agency. Each agency will promptly notify the other when there is potential for cost recovery on a fire occurring on lands under the jurisdiction of the other agency.
37. **Fire Reports:** On incidents where the Protecting Agency is not the Jurisdictional Agency, the Protecting Agency will furnish a copy of their fire report to the Jurisdictional Agency within 10 days after the fire is declared out. For purposes of this section, the State Fire Report shall be that information which is known within 10 days on the narrative portion of the State Fire Report.

III) USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

The Use and Reimbursement for resources when responding under the Stafford Act, shall be governed by the provisions contained in Exhibit G.

38. **Appropriated Fund Limitation:** Nothing herein shall be considered as obligating the Agencies to this Agreement to expend funds, or as involving the United States, the State of Nevada, in any contract or other obligation for the future payment of money in excess of or in advance of appropriated funds available for payment to meet the commitments of this Agreement and modifications thereto, except as specifically authorized by law. The transfer of funds outside of suppression actions will need to be supported by separate funding documents, i.e. a purchase order, contact agreement or intergovernmental agreement.
39. **Duration of Assignments:** Consideration must be given to the health and safety of personnel when assigned to fires. The Agencies to this Agreement agree that Incident Commanders will release suppression resources to their primary responsibilities as soon as priorities allow. Incident Commanders shall adhere to work/rest policies of respective responding Agencies.
40. **Supplemental Fire Suppression and Cost Share Agreement:** Whenever multiple jurisdictions are affected due to the placement of a fire, it is mandatory to develop and implement a Supplemental Fire Suppression and Cost Share Agreement. Acceptable forms of the cost share mix are limited to those listed in item 10 of Exhibit F, Supplemental Fire Suppression and Cost Share Agreement. Except as otherwise provided by Clauses 27 (Independent Action), and 43 (Billing Procedures), a supplemental

fire suppression and cost share agreement will be approved by the responsible Unit Administrators (as defined in Exhibit A, Glossary of Terms) or their authorized representatives when the incident involves lands of more than one protecting Agency (see Clause 26, Boundary Line Fires, and Exhibit F, Supplemental Fire Suppression and Cost Share Agreement).

A Supplemental Fire Suppression and Cost Share Agreement, in order to document cost sharing, may be used for temporary support functions or facilities established during periods of high fire danger or activity.

Situations may require agencies signatory to this agreement not directly affected by the incident to be part of the cost share agreement to assure utilized resources are properly identified for the purpose of sharing costs of those resources.

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

Each Agency that could incur costs on an incident shall, whenever possible, have a Fiscal and Operations representative participate in all cost share discussions/negotiations.

After-action fiscal review will be conducted, whenever possible, within ten days of the closeout of all cost-shared incidents. Lead agency will be responsible for review coordination.

41. **Procurement:** At the time of the incident, the affected agencies will determine the appropriate procurement procedures that will be utilized.

Procurement costs by one Agency in support of another that are reasonable and prudent may be charged back to the Protecting Agency.

42. **Loaned Equipment and Supplies:** Equipment and supplies, (i.e. commonly used fire cache items such as pumps, hoses, nozzles, etc.) loaned to another Agency shall become the responsibility of that Agency, and shall be returned in the same condition as when received, reasonable wear and tear excepted. As determined by the loaning agency, the receiving Agency will repair or reimburse for damages in excess of reasonable wear and tear and will replace or reimburse for items lost, destroyed, or expended.
43. **Licensing:** Drivers and equipment operators will hold appropriate operating licenses to meet state and federal laws. Employees of the agencies to this Agreement may operate each other's vehicles provided the operator is qualified by the current operating guidelines and training requirements of their own Agency. Driving will be for official purposes only.
44. **Training:** The Agencies to this Agreement will cooperate to assure that training needs are provided that will produce safe and effective fire and fuels management and aviation programs. The intent is to champion high quality training, to minimize training costs by sharing resources, and to standardize training.
45. **Communication Systems:** The Agencies to this Agreement may mutually agree to allow one another the use of communications systems such as radio frequencies, computer system access, data transmission lines, and communication sites when there is a mutual benefit to the agencies. Such agreement shall be approved only by Agency authorized personnel.

46. **Fire Weather Systems:** The Agencies to this Agreement will cooperate in the gathering, processing, and use of fire weather data, including the purchase of compatible sensing systems and the joint use of computer software. The Agencies to this Agreement will jointly evaluate and agree to any deletions or additions to the system. National Fire Danger Rating System (NFDRS) is the common and agreed upon fire danger rating system for the State of Nevada.
47. **Aviation Operations:** The Agencies to this Agreement agree to cooperate in use of aviation resources to foster effective and efficient use of aircraft and personnel. (Refer to the Nevada Statewide Operating Plan for specific direction in the use of aircraft.)

All orders for Nevada National Guard aircraft will be placed with the Nevada Division of Forestry Duty Officer.

Pilot and Aircraft Inspections and Carding: Federal policy requires State pilots and aircraft to be inspected and carded by the USFS or the USDI – Aviation Management Directorate (AMD) for Federal agency missions or transport of Federal employees by May 1st of each year. The USDI-AMD, USFS, and the State of Nevada each have their own standards which are comparable to those of the other agencies. All Agencies agree to assist each other as cooperators and will accept the standards of the other cooperating agencies. The State of Nevada agrees to maintain an Annual Aviation Operation Plan approved by the USFS by May 1st of each year under which State aircraft and pilots will be approved on an agency-wide basis. All agencies agree to abide by national pilot standards for lead plane and other special-use programs.

Vendors: Federal policy requires that pilots and aircraft be inspected and carded, either by the USDA-FS or by the USDI-AMD. This inspection/carding process may be done jointly by the Federal Agencies, or by one Federal Agency acting in the lead role. Upon request, the State of Nevada aviation staff may participate in the USDA-FS and/or USDI-AMD inspection and carding of vendors located within Nevada.

48. **Billing Procedures:** (Specifics detailed in Exhibit D, Reimbursable Billings and Payments)
49. **Cost Recovery:** Authority to recover suppression costs and damages from individuals causing a fire varies depending on contracts, agreements, permits and applicable laws. The Authorized Representatives of affected agencies will attempt to reach mutual agreement as soon as possible after a fire on the strategy that will be used to recover suppression costs and damages from the individuals liable for such costs and damages. Such strategy may alter interagency billing procedures, timing and content as otherwise provided in this Agreement. Any Agency may independently pursue civil actions against individuals to recover suppression costs and damages. In those cases where costs have been recovered from an individual, reimbursement of initial attack, as well as suppression costs to the extent included in the recovery, will be made to the Agency taking reciprocal action.
50. **Sonoma Kitchen:** Sonoma Kitchens will be ordered through normal dispatching procedures and follow National Mobilization Guide rules for food catering.
51. **Vehicle Expenses:** There are various types of rates for agency vehicles. These are: Daily Rates, Use Rates, Mileage Rates, Hourly Rates, and FOR (Fixed Operating Rate) Rates. Any of these expenses may be legitimately charged to incidents. Actual hours will be charged for vehicles that are reimbursed by the hour, there will be no portal-to-portal vehicle charges.

IV) GENERAL PROVISIONS

52. **Personnel Policy:** Employees of the Agencies to this Agreement shall be subject to the personnel rules, laws and regulations of their respective agencies, unless they are employed temporarily by another agency to this Agreement and the authority under which such temporary employment is authorized provides that such employees shall be subject to the employing agency's personnel laws and regulations.
53. **Mutual Sharing of Information:** Subject to applicable state and federal rules and regulations, including the Privacy Act, agencies to this Agreement may furnish to each other, or otherwise make available upon request, such maps, documents, GIS data, instructions, records, and reports including, but not limited to, fire reports, employment records, and investigation reports as either Agency considers necessary in connection with the Agreement.
54. **Accident Investigations:** When an accident occurs involving the equipment or personnel of a supporting Agency, the protecting Agency shall immediately notify the jurisdictional and supporting agencies. As soon as practical, the protecting Agency shall initiate an investigation of the accident. The investigation shall be conducted by a team made up of representatives from affected Agencies, as appropriate.
55. **Purchaser, Contractor, Operator, Permittee, Etc., Fires:** The protecting Agency will notify the jurisdictional Agency of any fire suspected to have been caused by a purchaser, contractor, operator or permittee, etc., of the jurisdictional Agency as soon as it becomes aware of the situation. The protecting Agency will be responsible for management of the fire under the provisions of this Agreement. Agencies will meet to determine a cost recovery process as outlined in Clause 49.
56. **Waiver:** It is mutually agreed that the Agencies to this Agreement shall each be responsible for their own losses arising out of the performance of this Agreement and each Agency hereby waives any claim against any other Agency for any loss, damage, personal injury, or death of the Agency, or its employees or agents, occurring as a consequence of the performance of this Agreement; provided, this provision shall not relieve any Agency from responsibility for claims of third parties for losses for which the Agency is otherwise legally liable. Third party claims will be processed by the protecting agency.

The Stafford Act shall govern liability issues arising with regard to response actions under that Act.

57. **Performance:** Any party shall have the right to enforce this Agreement by any available remedy under the laws of the United States or the State of Nevada.
58. **Modifications:** Modifications within the scope of this Agreement shall be made by mutual consent of the Agencies, by the issuance of a written modification, signed and dated by all Agencies, prior to any changes being performed. No Agency is obligated to fund any changes not properly approved in advance.
59. **Annual Review:** If deemed necessary, prior to February 1, representatives of the States and Federal Agencies will meet and review matters of mutual concern. Operating plans, at all levels, will be reviewed annually. If necessary, operating plans will be revised.

Federal Agencies and the State shall be subject to examination and audit for 3 years after final payment under the terms of this Agreement. Examination and audit shall be confined to those matters connected with the performance of this Agreement including but not limited to, the cost of administration.

60. **Duration of Agreement:** The term of this Agreement shall commence on the date the last Agency signs below and shall remain in effect for five years from that date.

Any Agency shall have the right to terminate their participation under this Agreement by providing one-year advance written notice to the other Agencies.

61. **Previous Agreements Superseded:** This Agreement supersedes the following:

Master Cooperative Wildland Fire Management Agreement signed and dated March 31, 2005, as amended.

Existing agreements and operating plans remain in effect to the extent that they do not conflict with the provisions of this Agreement, but only until such time that all activities and conditions covered by those agreements can be incorporated into annual operating plans provided for under this Agreement, and not later than six months from the date of the last signature.

62. **Authorized Representatives:** By signature below, all signatories to this agreement certify that the individuals (Agency Representative, Agency Administrator, Unit Administrator) listed in this document are authorized to act in their respective areas for matters related to this Agreement.
63. **Signatory Process:** This agreement may be signed in Counterpart to facilitate the signatory process. The original signatures will reside with each participating Agency.
64. **Supplemental Fire Department Resources.** There are situations when additional support personnel are necessary for national mobilization and the need can be filled by supplemental personnel available to the fire district. When this situation arises resources will be mobilized via the process outlined in Exhibit L.

IN WITNESS WHEREOF, the Agencies hereto have executed this Cooperative Wildland Fire Management Agreement as of the last date written below

USDI FISH AND WILDLIFE SERVICE
Pacific Southwest Region

Regional Director
Date: _____

Contracting Officer FWS
Date: _____

USDI BUREAU OF LAND MANAGEMENT
Nevada State Office

State Director
Date: _____

Contracting Officer BLM
Date: _____

USDA FOREST SERVICE
Intermountain Region (4)

Regional Forester
Date: _____

Grants & Agreements Specialist
Date: _____

USDA FOREST SERVICE
Pacific Southwest Region (5)

Regional Forester
Date: _____

Grants & Agreements Specialist
Date: _____

USDI NATIONAL PARK SERVICE
Pacific West Region

Regional Director
Date: _____

Contracting Officer NPS
Date: _____

USDI BUREAU OF INDIAN AFFAIRS
Western Regional Office

Regional Director
Date: _____

Contracting Officer BIA
Date: _____

STATE OF NEVADA
Division of Forestry

State Forester – Fire Warden
Date: _____

Deputy State Forester/ASO IV
Date: _____

Deputy Attorney General
Date: _____

EXHIBIT A

GLOSSARY OF TERMS

Note that terms relating to Stafford Act responses are found in a separate glossary, Exhibit H

Agency Representative: This Incident Command System position serves as the point of contact for an assisting or cooperating agency which has been delegated authority to make decisions on all matters affecting that agency's participation at the incident and reports to the Liaison Officer.

Agency Administrator: Officials who are signatories to this Agreement, as follows: Bureau of Land Management, State Director; Forest Service, Regional Forester; BIA, Regional Director; National Park Service, Regional Director; Fish and Wildlife Service, Regional Director; State Forester, etc.

Boundary Line Fire: Fire occurrences on lands of intermingled and/or adjoining protection responsibilities.

Closest Forces Concept: Dispatch of the closest available initial attack suppression resources regardless of which agency they belong to, and regardless of which agency has protection responsibility.

Escaped Fire: A fire which has exceeded, or is expected to exceed initial attack capabilities or prescription.

Fee Basis Acquisition of Services: One agency provides fire management services on the lands under the jurisdiction of another and payment is provided for the service. For a given fee, one agency can become the protecting agency for the other. The fee (or cost) is the price for the work agreed to be performed on each acre of land.

Fire Management Activities and/or Services: Any or all activities that relate to managing fire or fuels on lands under the jurisdiction of any agency to this Agreement. Activities include, but are not limited to: suppression, prescribed fire/fuels management, fire analysis/planning, rehabilitation, training, prevention, public affairs, and other beneficial efforts.

Geographic Area Coordination Center (GACC): The physical location of an interagency, regional operation center for the effective coordination, mobilization and demobilization of emergency management resources.

Indirect Cost: A fixed percentage rate as determined by a process provided for in the Indirect Cost Negotiation Agreement as in Office of Management and Budget (OMB) Circular A-87, to recover those costs that cannot be directly charged to the project. The rate will be specified in the Annual Statewide Operating Plan.

Initial Attack Period: The first 24 hours, or by written local agreement.

Initial Attack Zone: An identified area in which predetermined resources would normally be the initial resource to respond to an incident.

Interagency: Involvement of two or more agencies to this Agreement.

Jurisdictional Agency: The Agency having land and resource management and/or protection responsibility for a specific geographical or functional area as provided by federal, state or local law.

NFBOD Jurisdiction: The lands in Nevada and California managed and/or protected by the Agencies within this Agreement.

Offset: Exchange of fire management services in specific locations that is anticipated to be approximately equal value between Agencies.

Operating Plan - Statewide: A plan which will include all statewide considerations. This will be developed at the state level and approved by affected federal, tribal, state and local Coordinating Group member agencies.

Operating Plan – Local Sub-geographic Area: A plan generated at a local sub-geographic level and authorized by Unit Administrators for implementing the Master Cooperative Wildland Fire Management Agreement in their respective areas of responsibilities.

Preparedness: Activities that lead to a safe, efficient, and cost effective fire management program in support of land and resource management objectives through appropriate planning and coordination.

Prescribed Fire: Any fire ignited by management actions to meet specific objectives.

Prevention: Activities directed at reducing the incidence of fires, including public education, law enforcement, personal contact and the reduction of fuel hazards (fuels management).

Procurement Documents: Agency specific financial obligation documents.

Protecting Agency: The Agency responsible for providing direct incident management and services to a given area pursuant to its jurisdictional responsibility or as specified and provided by federal or state law, contract, agreement,.

Protection: The actions taken to limit the adverse environmental, social, political, and economical effects of fire.

Protection Area: That area for which a particular fire protection organization has the primary responsibility for attacking and uncontrolled fire and for directing the suppression actions.

Protection Boundaries: The exterior perimeter of an area within which a specified fire agency has assumed a degree of responsibility for wildland fire control.

Protection Area Maps: Official maps which identify areas of direct fire protection responsibility for each agency.

Reciprocal Fire Suppression: Reciprocal fire suppression is the act of helping the protecting Agency, at no cost for the first 24 hours or by written agreement, to suppress wildfires. Reciprocity is attained by agreeing among agencies regarding the kind, location and numbers of firefighting resources which will automatically be made available as part of the initial response to a wildfire, regardless of the protecting Agency. The kind, locations, and numbers of resources which constitute reciprocity are defined in or through local operating plans. Reciprocity may be thought of as the implementing mechanism of the closest forces concept.

Reimbursable Costs: All costs associated with operations and support ordered on a resource order or project plan by or for an incident or project within the provisions of this Agreement. Such costs may include, but are not limited to, the following:

- Agency costs for transportation, salary, benefits, overtime, and per diem of individuals assigned to the incident or project.
- Additional support dispatching, warehousing or transportation services supporting a resource order.
- Cost of equipment in support of the incident, contract equipment costs and operating costs for agency equipment.
- Operating expenses for equipment assigned to the incident such as fuel, oil, and equipment repairs.
- Aircraft, airport fees, and retardant and other fire chemical costs.
- Agency-owned equipment and supplies lost, damaged, or expended by the supporting agency.
- Cost of supplies expended in support of the incident. Supplies are defined as per National Mobilization Guide.
- Charges from the state-provided resources such as NDF Conservation Crews, National Guard resources, and county and local resources.

Supplemental Fire Department Resources - Overhead tied to a local fire department generally by agreement who are mobilized primarily for response to incidents/wildland fires outside of their district or mutual aid zone. They are not a permanent part of the local fire organization and are not required to attend scheduled training, meetings, etc. of the department staff.

Supplemental Fire Suppression and Cost Share Agreement: A document prepared to distribute costs on a multi-jurisdictional incident (see Exhibit F).

Supporting Agency: An agency providing suppression or other support and resource assistance to a protecting agency.

Suppression: All the work of extinguishing or confining a fire beginning with its discovery.

Third Party: A municipal or rural fire district that does not have a local agreement with a federal agency but is formally recognized by their respective state and has entered into a local agreement with the state for fire management services.

Unit Administrator: The individual assigned administrative responsibilities for an established organizational unit, such as Forest Supervisor for the Forest Service, District Manager for the Bureau of Land Management, Agency Superintendent for the Bureau of Indian Affairs, Park Superintendent for the National Park Service, and Project Leader for Fish and Wildlife Service, State Forester/Fire Warden for NDF

Wildfire: An unplanned, unwanted wildland fire, including unauthorized human-caused fires, escaped wildland fire use events, escaped prescribed fire projects, and all other wildland fires where the objective is to put the fire out.

Wildland Fire: Wildland fire is a general term describing any non-structure fire that occurs in the wildland. Wildland fires are categorized into two distinct types:

- a. **Wildfires** – Unplanned ignitions or prescribed fires that are declared wildfires
- b. **Prescribed Fires** – Planned ignitions

EXHIBIT B

PRINCIPLE CONTACTS

G. PRINCIPAL PROJECT CONTACTS. The principal project contacts for this instrument are as follows. These points of contact will review this Agreement at least annually.

Bureau of Land Management
Rex McKnight
Nevada State Office
1340 Financial Blvd
Reno, NV 89502
Phone: (775) 861-6670
FAX: (775) 861-6668
E-Mail: rex_mcknight@blm.gov

Forest Service
Bob Sommer
Humboldt-Toiyabe National Forest
1200 Franklin Way
Sparks, NV 89431
Phone: (775) 355-5315
FAX: (775) 355-5399
E-Mail: rsommer@fs.fed.us

Bureau of Indian Affairs
Leon Ben, Jr.
Western Regional Office
Unit
Division of Forestry and Fire Management
400 North 5th Street, 2 AZ Center 12th Floor
Phoenix, AZ 85004
Phone: (602) 379-6798
FAX: (602) 379-6826
E-Mail: leon_ben_jr@questoffice.net

Forest Service
Kit Bailey
Lake Tahoe Basin Management
35 College Drive
South Lake Tahoe, CA 96150
Phone: (530) 543-2631
FAX: (530) 543-2655
E-Mail: kbailey@fs.fed.us

National Park Service
Sue Husari
Pacific West Region
1111 Jackson Street, Suite 700
Oakland, CA 94607
Phone: (510) 817-1371
FAX: (510) 817-1487
E-Mail: sue_husari@nps.gov
mdondero@forestry.nv.gov

State of Nevada
Mike Dondero
Nevada Division of Forestry
2478 Fairview Drive
Carson City, NV 89701
Phone: (775) 355-5315
FAX: (775) 355-5399
E-Mail:

U.S. Fish and Wildlife Service
Doug Waggoner
Pacific Southwest Region
2800 Cottage Way, Room W-2006
Sacramento, CA
95825
Phone: (916) 414-6501
FAX: (916) 414-6486
E-Mail: doug_waggoner@fws.gov

18 May 2010

EXHIBIT C
OPERATING PLAN

PREAMBLE

This operating plan is prepared pursuant to the Master Cooperative Wildland Fire Management and Stafford Act Response Agreement. This Statewide Annual Operating Plan (SAOP) will be a working document that is compiled by the Nevada Fire Board of Directors (NFBOD) and shall be attached to and considered EXHIBIT C of the Master Cooperative Wildland Fire Management Agreement (2010-2015). The Agencies signatory to this SAOP will meet annually, prior to the initiation of fire season (April 1) to review this SAOP and update as necessary. This SAOP will include protection area maps for all Agencies, lists of principle personnel, and any other items identified in the parent Agreement as necessary for efficient implementation.

This operating plan supersedes: The Cooperative Wildland Fire Protection Agreement between the United States Department of Interior: Bureau of Land Management, Nevada (FAA-05-0013); National Park Service, Pacific West Region (R8075050015 AGP807505009); Fish and Wildlife Service, Pacific West Region(10101-4-J001); Fish and Wildlife Service, California Operations Office (#10101-4-J001); Bureau of Indian Affairs; Phoenix Area Office; and United States Department of Agriculture; Forest Service, Region 4 and Region 5 (05-FI-11046000-005); and The State of Nevada, Division of Forestry, signed March 2005 and the 2009 Statewide Annual Operating Plan signed June 2009.

INTERAGENCY COOPERATION

Interagency Dispatch Centers: There are five Nevada Interagency Dispatch Centers within the state. Specific staffing, funding and level of participation is agreed to and documented in a Local Annual Operating/Financial Plan for each zone of influence.

Interagency Resources: Specific staffing, funding and level of participation is agreed to and documented in a Local Annual Operating/Financial Plan for each zone of influence.

PREPAREDNESS

Protection Planning:

The Agencies agree that protection objectives will generally recognize the following priorities:

Potential to harm human life

Potential to destroy

- Communities
- Community infrastructure (including: long term effects to economic sustainability and viability)
- Historically significant cultural resources and natural resource values

- Commercial business
- Principal residence (year-round homes)
- Non-principal residence (seasonal homes, cabins, etc.)
- Out-buildings (barns, unattached garages, utility buildings, etc.)
- Potential to adversely impact cultural and natural resource values
- Probability of meeting incident objectives

Specific priorities will be based upon the individual Fire Management Plans which will be formulated in an interagency manner whenever and wherever possible.

Cooperation:

Within Local Annual Operating Plans (LAOP's) a Supporting Agency will, voluntarily or upon request, take initial attack action in support of the Protecting Agency. Voluntary actions by a Supporting Agency will not be reimbursable.

The mutual aid period is defined as: initial dispatch of an incident through hour 24 from time of initial dispatch.

Resources exceeding the mutual aid period will be billed retroactively for the full period from the time of initial dispatch. If an incident is less than 24 hours and/or controlled within the 24 hour time period no billing will occur, with the exception of those resources defined as assistance by hire in Section G. Assistance by Hire and Resource Order Process.

It is understood that the mission and intent of all Agencies is to quickly suppress wildland fires regardless of jurisdiction. It is considered mutually beneficial to all Agencies to jointly take action as necessary to safely and effectively contain wildland fires. The Agencies agree to enter into a cost share agreement and order and utilize resources as appropriate based upon the anticipated impact of any Agency.

Protection Areas and Boundaries:

Direct Protection Areas (DPA)

For the purposes of this SAOP only State and Federally Protected lands are considered. Those lands protected by other agencies and/or departments are considered Local Responsibility Areas (LRA's) and are not covered by this agreement and SAOP. Those local cooperative agreements and operating plans will be completed at the local unit level by the respective parties depending on the adjoining jurisdiction. Direct Protection Areas (DPA) includes those lands which are managed by each individual agency. In some instances an agency may have a DPA that is of another jurisdiction. The USFS has offset protection with California Department of Forestry for lands located in Alpine and Sierra Counties.

Nevada Division of Forestry

State Responsibility Areas include wildland and structure responsibilities in Elko, Eureka, and Clark County and wildland responsibilities in Storey, and the Consolidated Municipality of Carson City. For those counties a local annual operating plan will define procedures with local and volunteer fire departments.

US Forest Service:

Federal Direct Protection Areas for the US Forest Service include all National Forest Systems Lands located in Nevada and parts of California on the Bridgeport and Carson Ranger Districts and the Lake Tahoe Basin Management Unit. The US Forest Service also has direct suppression responsibilities for private lands located in Mono, Alpine and El Dorado Counties, Cal Fire – Amador El Dorado Unit and parts of Sierra, Lassen,

Placer and Nevada Counties, Cal Fire – Nevada Yuba Placer Unit under the sub-geographic annual operating plan tiered to the California Master Cooperative Wildland Fire Management and Stafford Act Response Agreement (FS #08-FI-11052012-110).

Bureau of Land Management

Federal Direct Protection Areas for the BLM include Bureau of Land Management administered lands in Nevada, a portion of BLM located in Alpine County in California and BIA/Tribal Trust Lands.

National Park Service

The Federal Direction Protection Areas includes all lands administered by the National Park Service in Nevada to include Great Basin National Park and Lake Mead National Recreation Area and portions of Mohave County, AZ.

Bureau of Indian Affairs

Initial attack responsibilities are provided by BLM under a formal agreement. BIA will assist with the Fire Decision documentation as needed for extended and/or large fires. The Shoshone-Paiute Tribe is self determined and will provide all of their own fire management.

US Fish and Wildlife Service

The Federal Direction Protection Areas include all lands administered by the U.S. Fish and Wildlife Service for all refuges within the state. Some areas will be protected under agreement and will be identified in local annual operating plans.

Reciprocal Fire Assistance: As deemed appropriate, the Agencies may, by agreement, establish reciprocal initial attack zones for lands of intermingled or adjoining protection responsibility. Such agreement will be documented in local operating plans.

Acquisition of Services:

A. Closest Forces

All agencies agree to adopt the "Closest Forces" concept for initial attack. This philosophy dictates that the closest available appropriate resource regardless of ownership shall be utilized initially. The emphasis to get the closest appropriate resources to respond to initial attack fires is in the best interest of all agencies. This concept of "Closest Forces" will also be applied to ongoing incidents whenever there is a critical and immediate need for the protection of life and property. Beyond initial attack, the "Closest Forces" concept is modified and the respective agencies will request the most appropriate resource to aid in the suppression of a wildfire.

B. 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 reflect the DEPARTMENT'S structure protection/suppression responsibilities and financial obligation within its jurisdiction.

C. 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
6. Dispatcher base pay

D. 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:

- **Dispatcher:** limited to **dispatcher’s overtime** performing dispatch activity in support of the incident.
- **Airbase personnel:** includes personnel working in support of the incident.
- **Warehouse personnel:** includes local and regional cache/service center personnel performing activity 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 cost:** 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 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.
- **Invoice Preparation:** includes charges by agency staff for the preparation of incident billing documents/packages.

Assistance by Hire and Resource Order Process:

Hand crews and aviation resources are considered to be assistance by hire and will be billed for the full period from the time of initial dispatch. For billing purposes, all resources subject to billing must be documented (i.e. on a resource order, WildCAD) with exceptions noted in Reimbursable Billings and Payments, Exhibit D.

Aircraft Costs:

All aviation resources will be considered assistance by hire as outlined in the Annual Operating Plan Section 5.H. Billing will include availability, flight costs, landing fees, retardant, AMD charges, aircraft support equipment charges, and per diem expenses when aircraft are held overnight. NDF aircraft charges for flight time will be billed on appropriate agency flight documents (FS-122 or AMD-23). These documents will be submitted to the specific agency and payment will occur for items documented on the flight record. No additional billing by NDF will occur for flight record payments.

Handcrews:

Will always be assistance by hire and charged accordingly. NDF conservation crews will be billed at minimum wage.

Medical and First Aid Services:

All agencies utilize various medical treatment and first aid programs on incidents. These costs, as well as the Incident Medical Unit costs, are shareable and billable.

Sonoma Kitchen:

Sonoma Kitchens operated by the Nevada Division of Forestry are available for emergency assignments through normal dispatch procedures and follow National Mobilization Guide rules for food catering. Food, beverages and other meal supplies will be provided by the Division of Forestry based on orders (number of meals required) supplied by the incident (or ordering Agency), or the actual number of meals served (whichever is greater) and billed as a per meal cost. The Sonoma Kitchen mobilizes with an NDF Conservation Camp Crew, Crew Truck and Support Trailer that are billed separately at previously established rates.

Vehicle Expenses:

There are various types of rates for agency vehicles. These are: Daily Rates, Use Rates, Mileage Rates, Hourly Rates, and FOR (Fixed Operating Rate) Rates. Any of these expenses may be legitimately charged to incidents. Actual hours will be charged for vehicles that are reimbursed by the hour, there will be no portal-to-portal vehicle charges.

These Daily/Use Rates are based on and intended to cover the costs of normal operation and normal wear and tear such as tire repairs (not purchases unless destroyed at the incident), fuel, and oil/oil filter changes. Oil and filter changes and tire replacements that are not within normal cycles are legitimate charges to individual incidents, and are excluded in the historical calculation of Daily/Use and FOR Rates. (FEPP equipment will be billed for actual costs)

Expenses charged to an incident, which are related to reasonable repair work needed to keep equipment working on a going incident, will be shareable and billable outside of the mutual aid period. These expenses may include labor and parts for contractors or Federal and State Cooperators. All expenses need to be documented on a resource order and provided in the billing package.

Federal and State agency vehicles costs are generally figured "wet." If fuel, oil, etc. are provided to another agency's "wet" vehicles, those charges are billable.

Joint Projects and Project Plans: Reference Exhibit I – Annual Operating Plan for Fuels Management.

Fire Prevention Policies: Whenever possible, prevention and education activities will be coordinated and conducted on an interagency basis. The NFBOD will assure that fire prevention goals, objectives, and activities are planned at local and state-wide levels. Specific fire prevention plans will be developed by local interagency fire prevention committees. Agencies may pool resources and share costs of wildfire prevention activities.

Public Use Restrictions: Implementation of restrictions and closures shall be coordinated with all appropriate agencies. Agencies should follow the guidelines outlined in the Nevada Fire Restrictions Plan.

Fire restrictions will be coordinated and issued on a synchronized, interagency basis pursuant to the Nevada Fire Restrictions Procedures Plan.

Burning Permit Procedures:

Burning permit procedures, where applicable, will be included in local annual operating plans. If authorized by State and Federal law, federal employees or their agents may be granted authority by the State to issue burn permits when it is determined to be in their mutual interest.

Prescribed Fire and Fuels Management:

Signatories to this agreement will cooperate and collaborate in the development, prioritization, and implementation of fuels and vegetative management projects. The goals are to coordinate a sound, collaborative approach for reducing wildland fire risk to communities, and to restore and maintain land health within fire-prone areas. Vegetative management projects must be in accordance with objectives outlined in the National Fire Plan, Restoring Fire-Adapted Ecosystems on Federal Lands, the 10-Year Comprehensive Strategy, the Healthy Forest Initiative, and the Healthy Forest Restoration Act.

The State and Federal Agencies agree to cooperate in the development and implementation of fuels management projects.

Any party to this Agreement may provide assistance to another party as requested and agreed to for the purposes of performing prescribed fire and other fuels management. Conditions of the assistance and details related to reimbursement will be agreed to and documented in the appropriate agreements. (Reference Fire Business Management, Clause 36, Section B, Billing for Non-Suppression Activities and Exhibit I).

Wildland Fire Management:

The Wildland Fire Leadership Council (WFLC) approved modifications to the “Interagency Strategy for the Implementation of Federal Wildland Fire Management Policy (2003)” on March 24, 2008. The revisions allow the ability to manage a single wildland fire for one or more objectives and or strategies. Reference Guidance for Implementation of Federal Wildland Fire Management Policy, dated February 13, 2009.

The new guidelines provide for managing individual wildfires providing all wildfire management decisions are consistent with existing Land Management Plan or Resource Management Plan.

The Jurisdictional Agency will be responsible for funding wildland fire and the preparation of the Wildland Fire Implementation Plan and/or WFDSS. Billing for assistance between federal agencies will follow guidance set in the Cooperative Wildland Fire Protection agreement using the same criteria used in suppression fires.

The following examples demonstrate how costs might be apportioned in different situations

Example 1: A wildland fire managed for multiple resource objectives with no strategy for full suppression starts on a Federal jurisdiction, and escapes onto private lands under the protection of the State. The State has the responsibility to respond to the fire on private lands. The suppression costs will be billed to the Federal Agency, who is the jurisdictional agency.

Example 2: A prescribed fire burning on private industrial forest lands, (the State is the protecting agency) escapes and spreads onto Federal Lands. The Federal agency suppressed the fire on Federal lands, and incurs costs. The suppression costs will be billed to the appropriate State.

Example 3: A wildland fire managed with multiple fire management strategies burns onto multiple jurisdictions. The cost share will be negotiated by unit administrators. For example: If Divisions A–C are being managed under full suppression, costs would be shared among

jurisdictional agencies. If Divisions D and E are managed for multiple resource objectives on Federal lands and escape onto private land, costs would be billed to the appropriate Federal Agency.

Smoke Management:

Smoke management activities will be coordinated with the Nevada Division of Environmental Protection. An MOU has been issued that outlines the specifics of smoke management within Nevada. See Exhibit K.

OPERATIONS

Fire Notifications:

A supporting Agency will promptly notify the appropriate Protecting Agency of fires burning on or threatening lands for which that Agency has protection responsibility. Likewise, Protecting Agencies will promptly inform Jurisdictional Agencies whenever they take action on fires for which the Protecting Agency is responsible. Fire reporting information will be sent to Jurisdictional Agencies no later than 10 days after the fire is declared out. This is particularly important during off season when action is taken on one another's jurisdiction.

Boundary Line Fires:

Except for Mutual Aid all requests for fire suppression assistance in an agency's Direct Protection Area (DPA) shall be Assistance by Hire. Any other resources provided by a supporting agency and not specifically ordered by the protecting agency, shall be considered voluntary contribution.

Unsolicited Action on Lands Protected by Another Agency:

Except as otherwise limited in annual operating plans, nothing herein shall prohibit any Agency, on its own initiative, from going upon lands known to be protected by another Agency to this Agreement to engage in suppression of wildfires, when such fires are a threat to lands that are that Agency's protection responsibility. In such instances, the Agency taking action will promptly notify the protecting Agency. These Protecting Agencies' actions will be commensurate with the jurisdictional agencies land management considerations, and be subject to the laws and regulations of the jurisdictional agency.

Boundary Fires including Unified Command and Cost Sharing:

Any and all requests for emergency assistance and incident support on cross boundary incidents must be clear and precise and shall be processed and recorded through a single dispatching center identified by the Incident Commanders of both Agencies (Unified Command) and supported by order and request numbers.

Move-up and Cover:

"Move-up and Cover" is the reallocation of fire suppression resources from their established location to a temporary location. For this agreement, "Move-up and Cover" is limited to moving SUPPORTING AGENCY resources to PROTECTING AGENCY facilities which have been temporarily vacated because of emergency activity. Assistance by Hire will apply unless the fire is located in an area of predetermined aid (as agreed to in this Agreement).

Dispatch of Resources:

All resources dispatched to incidents will be in the roster prescribed in ROSS i.e. individuals assigned A, C and E resource order numbers with the exception of IX (a) Billing Procedures Part A. All Resource Orders will be reconciled no later than 10 days after the incident is declared out.

Rates For Federal Excess Personal Property Program – FEPP:

Under the FEPP program, FEPP rates apply when federal property is loaned to the State Forester, who may place it with local fire departments to improve local fire programs. If this loaned federal property is used on a FEDERAL incident, the STATE will only charge the FEDERAL AGENCY for operating costs that include maintenance, fuel, and oil. Charges may not include amortization, depreciation, replacement costs, modification, start-up costs, or related charges.

Repair of Suppression Activity Damage:

Repair of suppression related activity damage (e.g., spreading of dozer berms, installations of water bars, minor road repairs, minor fence repair, etc.) will normally be done by the PARTY with direct protection responsibility for the fire as an integral part of overhaul/mop-up and is billable and included in the cost share agreements. Any rehabilitation beyond this level may be the responsibility of the landowner/jurisdictional agency.

After Action Reviews:

In an effort to exchange information and provide an opportunity for “Lessons Learned” all agencies agree to invite all parties involved in a multi-jurisdictional, multi-agency response for information after action review of the incident. All agencies agree to review processes that worked well that should be reinforced and those processes that need improvement.

Supplemental Fire Department Resources:

There are situations when additional support personnel are necessary for national mobilization and the need can be filled by supplemental personnel available to the fire district. When this situation arises resources will be mobilized and paid via the process outlined in Exhibit 1.

Preparedness Reviews:

The Nevada Fire and Aviation Operations Committee should work with each respective agency to jointly conduct and implement interagency fire preparedness reviews.

Public Information:

When possible all fire information press releases will be coordinated with all interagency partners.

Incident Business Advisor:

For all Type 1 and Type 2 incidents, involved agencies will be represented by an Incident Business Advisor. This representative will ensure individual agency’s financial obligations are within agency policies and authorities.

Land Management Considerations:

Throughout Nevada individual agencies have specified areas of special consideration for suppression actions, these are based on invasive species mainly cheatgrass, threatened and endangered species namely Sage Grouse and Desert Tortoise habitat, and areas that will allow the full range of objectives to be utilized. Local dispatch centers and individual agency Fire Management Plans outline the specifics for Nevada.

Delegation of Authority:

Agencies will adhere to the standards for Delegations of Authority outlined in the Interagency Standards for Fire and Fire Aviation Operations (Red Book)

Resource Advisors:

Resource Advisors will be utilized on incidents whenever possible. If incidents are multiple jurisdictional, Resource Advisor(s) may represent other agencies interests in addition to the employing agency. This will require close coordination with the agencies affected.

USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

Training:

Nevada training needs will be assessed and identified by the agencies to the Nevada Training Committee, who will coordinate course with the Great Basin Training Unit. Individual agencies may present training courses based upon need and will allow these courses to be open to any agency party to this agreement. Agencies will cover travel and salary for their employees attending courses.

Nevada agencies will continue to coordinate a statewide “Rookie School” through the Nevada Training Committee.

Use of Trainees:

Nevada IMT’s are not limited to the total number of trainees they have assigned but they can only staff with a maximum of a 1:1 ratio of Qualified Position/Trainee (example: If you have two qualified OSC2’s, the maximum number of OSC2(T) you can staff is two.) Incident Commanders may negotiate additional positions with Agency Administrators. All trainees assigned to the incident will be paid by each respective Agency and will not be considered part of the mutual aid and/or cost share agreement unless specifically ordered by the incident.

Communication Systems:

All agencies party to this agreement, agree to share FM frequencies and Air to Air frequencies for initial attack and Type 3 incidents. All other incidents will utilize national radio cache frequencies. All parties will maintain their individual agencies radio systems. Opportunities for efficiencies on radio maintenance will be explored on a local basis.

Fire Weather Systems:

All agencies party to this agreement, agree to maintain their individual agency Remote Automated Weather Stations and allow access to weather data through the national systems. Western Great Basin will maintain data links from the Predictive Services webpage and will be the focal point for all weather and predictive services tools for Nevada.

Aviation Operations:

Parties agree to conduct aviation operations following the interagency guidelines outlined in the Forest Service and Department of Interior, Aviation Management Directorate manuals and handbooks. Aviation operations will be closely coordinated on all incidents in the most efficient and effective manner possible.

All aviation resources ordered will be considered assistance for hire. Response to false alarms or resources cancelled en route will not be billable.

Billings for National Guard aircraft must have a completed FS-122 or AMD-23 signed by an authorized government employee. A copy of the Nevada National Guard AOP is available for reference from NDF

Billing Procedures/Financial Plan: Reference Exhibit D – Reimbursable Billings and Payments. Exhibit D must be updated annually in conjunction with this Annual Operating Plan.

Suppression Billings: List jurisdictional unit, if different than identified in the Great Basin Mobilization Guide. Provide as a minimum on each invoice/bill:

- Cooperator name, address, phone number and agency financial contact
- Agreement number Inclusive dates
- Name of incident and incident number
- Location and jurisdictional unit
- Copies of Resource Orders
- WildCAD, and other Agency’s supporting documentation

- Valid incident number and State and Federal job codes
- Summary cost reports generated by the Agency to support the billing, including applicable cost share agreements.

Generally cost source documents will not be required unless summary cost data is disputed or another agency requires source documents (i.e. FEMA). Summary cost data will include, but not be limited to, a list of personnel expenses including base, overtime and travel and a listing by vendor name and amount spent for supplies and services procured. Including a list of resource unit numbers or Agency equivalent covered by the billing.

Electronic Funds Transfer (EFT): NDF shall designate a financial institution or an authorized payment agent through which a federal payment may be made in accordance with U.S. Treasury Regulations, Money, and Finance at 31 CFR 208, which requires that federal payments are to be made by EFT to the maximum extent possible. A waiver may be requested and payments received by check by certifying in writing that one of the following situations apply:

1. The payment recipient does not have an account at a financial institution.
2. EFT creates a financial hardship because direct deposit will cost the payment recipient more than receiving the check.
3. The payment recipient has a physical or mental disability, or a geographic, language, or literacy barrier.

In order to receive EFT payments, NDF shall register in the Central Contractor Registry (CCR) at www.ccr.gov and follow the instructions on line. For assistance, contact the CCR Assistance Center at 888-227-2423 or 269-961-4725.

Third Party Cost Recovery: In responding to and suppressing a wildland fire, the agency that has the land management jurisdiction/administration role (i.e., the agency that administers the lands where the fire ignited) is considered the “lead” agency. Other agencies, which provide fire protection or perform other fire related services, are considered “cooperating agencies.” The lead agency is responsible for determining the fire origin and cause of ignition and the suspected person who or entity that negligently or intentionally ignited the fire. The cooperating agency law enforcement and/or fire investigation personnel will assist the lead agency in making those assessments. Consequently, at the outset of the investigation, the lead agency must invite federal 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. Should the lead agency choose not to investigate, and/or the fire originates on private lands, the lead agency must invite federal law enforcement officers to investigate the fire.

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

Signatures:

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

USDI FISH AND WILDLIFE SERVICE
Pacific Southwest Region

Regional Director
Date: _____

Contracting Officer FWS
Date: _____

USDI BUREAU OF LAND MANAGEMENT
Nevada State Office

State Director
Date: _____

Contracting Officer BLM
Date: _____

USDA FOREST SERVICE
Intermountain Region (4)

Regional Forester
Date: _____

Grants & Agreements Specialist Forest Service (R4)
Date: _____

USDA FOREST SERVICE
Pacific Southwest Region (5)

Regional Forester
Date: _____

Grants & Agreements Specialist Forest Service (R5)
Date: _____

USDI NATIONAL PARK SERVICE
Pacific West Region

Regional Director
Date: _____

Contracting Officer NPS
Date: _____

USDI BUREAU OF INDIAN AFFAIRS
Western Regional Office

Regional Director
Date: _____

Contracting Officer BIA
Date: _____

STATE OF NEVADA
Division of Forestry

State Forester – Fire Warden
Date: _____

Deputy State Forester/ASO IV
Date: _____

APPENDIX 1

COMMITTEES CHARTERED BY THE NEVADA FIRE BOARD OF DIRECTORS

The Nevada Fire Board of Directors (NFBOD) is established to provide oversight and direction for all interagency wildland fire management in Nevada. The NFBOD uses interagency working teams or groups as necessary to develop guidelines and procedures, and to oversee the implementation of the particular program of work.

A. Nevada Interagency Fire Operations Committee

The Nevada Interagency Fire Operations Committee was established to provide an interagency approach to all aspects of wildland fire activities in the Western Great Basin and to meet the objectives of the Nevada Fire Board of Directors (NFBOD). This committee also provides staff assistance to the Great Basin Operations Committee, as authorized by the Nevada Fire Board of Directors (NFBOD).

<u>NDF:</u>	Mike Klug, Fire Management Officer – Eastlake Office
<u>USFS:</u>	Chris Thiesen, Assistant Forest Fire Management Officer, HTF
<u>BLM:</u>	Paul Petersen - Deputy State Fire Management Officer, Nevada State Office
<u>NPS:</u>	Aaron Baldwin - Fire Management Officer, Lake Mead NP
<u>BIA:</u>	Stan Heinrichs, Fire Management Officer, Western Nevada Agency
<u>FWS:</u>	VACANT, Fire Management Officer, US Fish and Wildlife Service
<u>WGBCC:</u>	Dennis Terry, Assistant Center Manager (Chair)

Zone Representatives:

<u>NDF:</u>	Mike Klug, Fire Management Officer, NDF – Eastlake Office
<u>EIDC Zone:</u>	Jeff Amberger, Fire Management Officer, BLM-Elko (Vice Chair)
<u>CNIDC Zone:</u>	Mike Feticc, BLM-Winnemucca
<u>EICC Zone:</u>	Doug Crocker, Zone Fire Management Officer, HTF
<u>SFIDC Zone:</u>	Ken Smihula, Fire Management Officer, BLM-Carson City
<u>LVICC Zone:</u>	VACANT, Fire Management Officer, US Fish and Wildlife Service

B. Nevada State Aviation Group:

This group works under the direction of the NIFOC, and is responsible for interagency coordination and cooperation with regards to aviation issues as tasked by the NIFOC

<u>NDF:</u>	Tom Knight, Air Operations Supervisor
<u>USFS:</u>	Mark Ingram, Aviation/Training Officer, HTF
<u>BLM:</u>	Danny Arnold, BLM State Aviation Manager
<u>NPS:</u>	Vacant - Fire Management Officer, Lake Mead NRA
<u>BIA:</u>	Spencer Gregory, Fire Management Officer, Western Nevada Agency
<u>FWS:</u>	VACANT

C. Nevada Interagency Fire Prevention Group

This group works under the direction of the NFBOD and is responsible for interagency coordination of fire prevention and education activities.

<u>NDF:</u>	Mark Blankensop, Fire Management Officer, Southern
<u>USFS:</u>	Patty Eder, Fire Prevention Specialist, HTF
<u>BLM:</u>	Ruta Glinski, Mitigation/Prevention Specialist, Nevada State Office
<u>NPS:</u>	Beth Cristobal, Fire Management Officer, Great Basin NP
<u>BIA:</u>	Spencer Gregory, Assistant Fire Management Officer, BLM/Eastern Nevada Agency
<u>FWS:</u>	VACANT

D. Nevada Training Committee

This group is responsible for coordinating interagency training in Nevada and prioritizing nominations for Great Basin and national courses.

- NDF:** Rose Henderson, NDF Training Officer
- USFS:** Mark Ingram, Aviation/Training Officer, HTF
- BLM:** Cindy Savoie, Program Analyst, Nevada State Office
- NPS:** Aaron Baldwin, Assistant Fire Management Officer, Lake Mead NP
- BIA:** Spencer Gregory, Assistant Fire Management Officer, BLM/ Eastern Nevada Agency
- FWS:** VACANT

E. Nevada Fire Business Working Group

This group has been organized to better help facilitate the financial and fiscal obligations necessary for accounting for each agencies unique requirement when it comes to billing and cost share agreements. It is recognized that regular meetings and exchange of information will enhance our ability to be more efficient and cost effective. This group will be primarily responsible for the implementation of the Reimbursable Billings and Payments, Exhibit D

- NDF:** Scott K. Sisco, Deputy Administrator, Nevada Division of Forestry
- USFS:** Brenda Deberg, Budget Officer, HTF
- BLM/NPS/FWS:** VACANT, Management Program Analyst, Nevada State Office
- BIA:** Carletta Coochwytewa, Western Region Budget Analyst

F. Western Great Basin Interagency Fuels and Mitigation Committee

The mission of this committee is to coordinate Nevada's response to the National Fire Plan and to support and encourage integrated, collaborative efforts at the local, state, federal, and tribal levels and to provide recommendations to the Nevada Fire Board.

- BLM:** Sandy Gregory, Fuels Specialist, Nevada State Office
- USFS:** Mike Crawley, Fire Planner, HTF
- NDF:** Kacey KC, Staff Specialist- Community Protection
- NPS:** VACANT, NPS, Lake Mead
- BIA:** Spencer Gregory, Assistant Fire Management Officer, BLM/Eastern Nevada Agency
- FWS:** Jessica Wade-Bannister, Regional Wildland/Urban Interface Coordinator, CA/NV

EXHIBIT D

REIMBURSEABLE BILLINGS AND PAYMENTS

A) **Suppression Billings**

1. **Federal Billings:** Federal Agencies will not bill each other for fire suppression support. Federal Agencies will submit bills for their reimbursable costs to NDF whenever NDF is the protecting Agency and a billing is appropriate.
2. **State Billings:** The NDF will bill the protecting Agency for reimbursable costs when a billing is appropriate. Anytime the State responds to a Federal Agency fire outside of Nevada, the State will bill all applicable costs to the Forest Service. Annual Operating Plans will include billing contact and location information.

Billings between the entities party to this agreement will contain documentation produced by each Agency's accounting system. Backup and supporting documentation will be included in the billing to the extent necessary to meet the initial billing package sent to the cooperator.

Billings between the entities contained within this agreement will meet the principles and concepts of Generally Accepted Accounting Principles (GAAP) including "The Reliability (or Objectivity) Principle" which mandates "reliable data as being verifiable that may be confirmed by an independent observer."

3. **Cost Share Billings:** Lead agency for cost share negotiation is determined by the selected methodology for cost sharing, i.e. largest percentage of acres burned. Lead agency will be the focus agency for all documentation of that incident. When necessary, the lead agency will schedule a meeting with the other signatories and supporting agencies for a cost share settlement. This meeting will occur prior to billing. All parties will bring their total known costs and backup documentation sufficient to tie the expenditures to the incident to the meeting. The combined federal costs as supported by the necessary backup will be the figure used to determine percentage for adjudicating fiscal responsibility in the billings between the federal agencies and NDF.

Cost share settlements should occur prior to any civil litigation being taken. In those situations where all cooperating agencies who are party to the cost share agreement have collected civil cost recovery or court ordered restitution prior to settlement, those collections will be deducted from those agency costs brought to the settlement. Actions that do not fit given above situation or those addressed in the Cooperative Fire Protection Agreement will be referred to the Nevada Fire Business Working Group (NFBWG). See **Exhibit F** for a cost share agreement template.

Cost share agreements will be completed and distributed **within 10 days** of the incident being declared out.

4. **Billing Estimates and Time Frames:**

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 the initial billing, a partial bill or estimated bill, so identified, may be submitted. Absent a written extension of time granted by the reimbursing agency because of circumstances outside the

control of the invoicing agency, the final itemized claim must be submitted to the reimbursing agency within 270 days of the suppression action.

Every effort shall be made for the Incident Business Management representatives from each cooperator to meet on Complex incidents covered by Cost Share Agreements (acreage driven and/or cost apportionment) no later than 180 days after the incident is declared out to reconcile billings, verify required backup documentation, and create final fire billings. Smaller incidents covered by acreage calculated cost share agreements shall be billed within the 180 day time frame.

If one or more agencies are unable to complete their process and unable to provide or include their actual expenditures (and substantiating documentation) within this time frame, the other agency (ies) will proceed with processing and submitting their fire billings containing their costs using the established cost share percentages owned by each cooperator. Recipient cooperators will pay those billings, and later (within the maximum 270 days allowable) submit their billings also using the allowable cost share percentages. This may be waived in favor of waiting until all parties have their costs gathered, if all parties agree.

B) Electronic Funds Transfer (EFT): NDF shall designate a financial institution or an authorized payment agent through which a federal payment may be made in accordance with U.S. Treasury Regulations, Money, and Finance at 31 CFR 208, which requires that federal payments are to be made by EFT to the maximum extent possible. A waiver may be requested and payments received by check by certifying in writing that one of the following situations apply:

1. The payment recipient does not have an account at a financial institution, or
2. EFT creates a financial hardship because direct deposit will cost the payment recipient more than receiving the check, or
3. The payment recipient has a physical or mental disability, or a geographic, language, or literacy barrier.

In order to receive EFT payments, NDF shall register in the Central Contractor Registry (CCR) at www.ccr.gov and follow the instructions on line. For assistance, contact the CCR Assistance Center at 888-227-2423 or 269-961-4725

C) Billing Content: A separate bill will be submitted for each fire. Bills will be identified by fire name, location, jurisdictional unit, appropriate order number, and will be supported by backup documentation (refer to Page 19 # Exhibit A, Reimbursable Costs)

Bills will contain at a minimum:

- Cooperator name, address, phone number and agency financial contact
- Agreement number Inclusive dates
- Name of incident and incident number
- Location and jurisdictional unit
- Copies of Resource Orders
- WildCAD, and other Agency's supporting documentation
- Valid incident number and State and Federal job codes
- Summary cost reports generated by the Agency to support the billing, including applicable cost share agreements.

Summary and cost data supporting documents will include, but not limited to, a list of personnel expenses including base, overtime, and travel and a listing by vendor name and amount spent for supplies and services procured. Billings for fire suppression assistance

may include reimbursable costs (see Exhibit A, Glossary), but will not be assessed indirect cost rates. Federal Agencies will not bill each other for indirect costs for preparedness activities. If the billing agency determines that it is not able to, or not cost effective to provide backup and supporting documentation that meets the principles of GAAP, those expenditures will NOT be billed.

D) Payment Due: Whenever this Agreement provides for billing, the agency receiving the bill has an obligation to pay in accordance with the terms of this Agreement. All bills will be paid in accordance with the paying Agency's prompt payment procedures. Final agreed upon bills will be due 90 days after date of issuance.

- i. **Contested Billings:** Written notice that a bill is contested will be mailed to the billing Agency within 60 days of issuance of the final bill and will fully explain the contested items. Contested items will be resolved not later than 60 days following receipt of the written notice. Depending on the extent of the contested items within the original billing, a new billing will be issued, or the uncontested portion of the bill will be paid and a new bill will be issued for the contested amount.
- ii. **Obligations:** For year end obligation purposes, and closing purposes, all parties to this agreement will make every effort to provide incident billings within a timeframe that will meet the year-end closing constraints of the party being billed. When requested, estimates will be provided for incidents that have not been submitted for billing.

E) Fee Basis Acquisition of Services:

Annual Statewide or local operating plans and procurement documents will establish billing procedures for Fee Basis Protection Services. An indirect cost rate will not be assessed.

Assistance by hire refers to those fire suppression resources that are to be paid for by the Protecting Agency on a full reimbursement basis in accordance with the Interagency Incident Business Management Handbook.

All requests to hire fire protection assistance must be clear and precise. All requests shall be processed and recorded through the dispatching systems of the participating agencies on Resource Orders. 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 reimbursable as Assistance by Hire. The state may provide out-of-state assistance to the Federal Agencies when requested. Such assistance will be Assistance by Hire unless otherwise specified as mutual aid in Operating Plans pursuant to this agreement.

Except for Mutual Aid, all requests for fire suppression assistance in an agency's Direct Protection Area (DPA) shall be Assistance by Hire. This includes all aircraft and NDF conservation crews, which will be billed at minimum wage. Any other resources provided by a supporting agency and not specifically ordered by the protecting agency, shall be considered voluntary contribution.

Use rates for all State and Federal Agency-owned motorized ground equipment (including operators) provided as Assistance by Hire shall be paid at the rate established by each agency for its equipment. Rates for motorized equipment will include all operating costs for equipment. Charge for motor fuels and lubricant costs supplied by the Protecting Agency will be billed separately.

F) Non-Suppression (e.g., Fuels Treatment) Billings:

The Agencies to this Agreement may bill for activities not related to fire suppression within their authorities. For example, within existing legal authorities, this may include reimbursement to states for expenses incurred in accepting dispatches in response to non-wildfire emergencies. Billing arrangements for such activities will be documented on procurement documents or project plans (see Exhibit E) and an indirect cost rate will be assessed. Provisions described above also apply to these billings. Billings will outline services performed and include a copy of, or reference, the applicable operating plan.

G) Third Party Payments:

Third parties may be utilized for fire management services by the Agencies to this Agreement, when agreed to by the affected agencies. Resource orders for third parties' personnel and equipment will be made through and tracked by the Nevada Department of Emergency Management. Payment for services rendered by the third party (ies) will be submitted to their local cooperating federal agency. Each invoice shall contain a "remit to address" and a "tax ID" number and be submitted within 120 days of completion of the fire management services, unless a written request for an extension has been granted.

EXHIBIT E

SUPPLEMENTAL PROJECT PLAN

SUPPLEMENTAL NUMBER _____

TO MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AGREEMENT

PROJECT AND FINANCIAL PLAN

I. INTRODUCTION

Brief description, where located, status of environment analysis, status compliance if applicable, design/specifications status.

List authorizing law (Examples: Reciprocal Fire Protection Act, 42 U.S.C. 1856 or Cooperative Funds and Deposits Act, PL 94-148).

II. SCOPE AND DURATION

The description of this project is to _____ . It is anticipated that this project will begin _____ and will end _____ .

III. PRINCIPAL CONTACTS

Principal contacts for each Agency for the administration of the project are:

Name
Address
Telephone
FAX

IV. DETAILED PROJECT DESCRIPTION

- A. Specific duties and tasks to be performed. Identify desired end results.
- B. Identify tools and equipment needed and who will supply them.
- C. Identify size of crew and who will be providing transportation
- D. Other

V. SUPERVISION AND TECHNICAL OVERSIGHT

VI. REIMBURSEMENT

Describe any relevant reimbursement and billing procedures, including to whom to send payment and the billing address.

VII. FINANCIAL PLAN List which Agency is reimbursing the other and detail items to be reimbursed. If this is a Cost Share Supplemental Project Plan, list all Agencies, contributions, cash, non-cash, and in-kind. Include: salaries, travel, supplies, equipment use, indirect cost, project total, estimated reimbursement, and job code to be charged. Reimbursement shall be made only for actual expenses incurred, not to exceed the estimated total reimbursement. Itemized documentation in support of all expenses is required.

VIII. SIGNATURES

Unit Administrator

Date

Agency

Unit Administrator

Date

Agency

EXHIBIT F

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 (list other agreement and number) 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 _____

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

2. 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:

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

Cost Centers:	Agency:	Agency:	Agency:

4. 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): _____ / _____ / _____

EXHIBIT G

USE OF AND REIMBURSEMENT FOR SHARED RESOURCES IN STAFFORD ACT RESPONSE ACTIONS

1. Stafford Act Declarations: Transfers performed for this Agreement are under the Disaster Relief Act, 42 U.S.C. § 5147. This Agreement is automatically incorporated by reference into any Resource Order that is issued under it, constituting a binding obligation. The billings, inclusive of copies of this Agreement, the Mission Assignment and subsequent Resource Order(s), and expenditure documentation, will define the specific services, supplied goods and costs (by sub-object class code) for each order, and subsequent obligation and payment.

Reimbursement payments for all-hazard incident response activities will be accomplished by submission of billings, which are inclusive of copies of the Resource Orders that reflect the Mission Assignment-requested services and goods, and the expenditure back-up documentation, to the primary Emergency Support Function (ESF) agency (i.e. the agency to issue the mission assignment or sub-tasking). The primary ESF agency will review, approve the documentation, and return to the sub-tasking agency for forwarding to FEMA for reimbursement.

2. Federal Reimbursable Assistance: Federal Reimbursable Assistance resources must be requested by the primary ESF Federal agency or supplied through established dispatch systems and must be recorded by the Mission Assignment and subsequent Resource Order process. Resources not documented in this manner are not reimbursable. Funds to cover eligible expenses will be provided through and limited by reimbursement from FEMA. Expenditures eligible for reimbursement for Federal Agencies in accordance with 44 CFR 206, subpart A, section 206.8 paragraph c include:

- a) Overtime, travel and per diem of permanent Federal agency personnel.
- b) Wages, travel and per diem of temporary Federal agency personnel assigned solely to performance of services directed by the (FEMA) Associate Director or the (FEMA) Regional Director in the major disaster.
- c) Cost of work, services, and materials procured under contract for the purposes of providing assistance directed by the (FEMA) Associate Director or the Regional Director.
- d) Cost of materials, equipment, and supplies (including transportation, repair and maintenance) from regular stocks used in providing directed assistance.
- e) All costs incurred which are paid from trust, revolving, or other funds and whose reimbursement is required by law.
- f) Other costs submitted by an agency with written justification or otherwise agreed to in writing by the (FEMA) Associate Director or the (FEMA) Regional Director and the agency.

3. State/Tribe Reimbursement Process: State/Tribe Reimbursement refers to those resources that are to be reimbursed by the primary ESF Federal agency. State/Tribe Reimbursement resources must be requested by the primary ESF Federal agency or supplied through established dispatch systems and must be recorded by the Mission Assignment and subsequent Resource Order process. Resources not documented in this manner are not reimbursable. Funds to cover eligible expenses will be provided through and limited by reimbursement from FEMA. Expenditures eligible for reimbursement include:

- a) Wages, overtime, travel and per diem of State/Tribal personnel.
- b) Wages, travel and per diem of temporary State/Tribal personnel assigned solely to performance of services directed by the (FEMA) Associate Director or the (FEMA) Regional Director in the major disaster.
- c) Cost of work, services, and materials procured under contract for the purposes of providing assistance directed by the (FEMA) Associate Director or the Regional Director.
- d) Cost of materials, equipment, and supplies (including transportation, repair and maintenance) from regular stocks used in providing directed assistance.

- e) All costs incurred which are paid from trust, revolving, or other funds and whose reimbursement is required by law.
- f) Other costs submitted by an agency with written justification or otherwise agreed to in writing by the (FEMA) Associate Director or the (FEMA) Regional Director and the agency.

4. Duration of Assignments: Consideration must be given to the health and safety of personnel when assigned to incidents. Parties agree that Incident Commanders will release resources to their primary responsibilities as soon as priorities allow. Incident Commanders shall also adhere to rest and rotation policies of respective responding agencies. Mobilization activities shall be accomplished utilizing established dispatch coordination concepts per the current National Interagency Mobilization Guide.

5. Procurement: NDF receives its procurement authority from its own laws, and is therefore not subject to Federal procurement laws. Whenever the NDF is responsible for the management of an incident (including an incident within the Direct Protection Area of a Federal Agency), NDF will comply with state laws and regulations covering procurement. Procurement costs by one Party in support of another that are reasonable and prudent may be charged back to the Protecting Agency. All property procured under a Mission Assignment becomes the property of FEMA.

6. Loaned Equipment: Equipment loaned by one Party to another shall become the responsibility of the borrower, and shall be returned in the same condition as when received, reasonable wear and tear excepted. The borrower will repair or reimburse for damages in excess of normal wear and tear and will replace or reimburse items lost or destroyed.

7. Billing Procedures

A. Incident Billings:

1. When NDF is the supporting agency and the incident is **within** Nevada NDF will bill the jurisdictional Federal Agency. When NDF is the supporting agency and the incident is **outside** the state of Nevada NDF submits its billing to the Primary Federal Agency.
2. Agencies will share their respective individual incident Resource Order numbers for cross referencing purposes, if requested.
3. Billing Estimates/Timeframes: On incidents where costs are incurred pursuant to Annual Operating Plans, the billing Party shall submit a bill or estimate for reimbursement as soon as possible, but not later than 180 days after the incident is controlled. If the total cost is not known at the time of initial billing, a partial bill, so identified, may be submitted. A final bill, so identified, will be issued within 270 days after control of the incident. After the final billing has been sent, and if additional costs are identified, a supplemental billing may be issued if agreeable to applicable Parties.

For obligation purposes, the Federal Agencies will submit unpaid obligational figures to the NDF by June 30. NDF will submit unpaid obligation figures to the appropriate Federal Agency by September 1 for the previous Federal fiscal year. All obligations will be submitted by incident name, date, mission assignment number (MA), and federal job code.

4. Billing Content: Bills will be identified by incident name, date, MA, location, jurisdictional unit, and supported by documentation to include but not limited to: separate invoice by MA; list of personnel expenses including base, overtime, and travel; and supplies/services procured by vendor name and dollar amount. Billings for NDF incident assistance may include administrative overhead, not to exceed the predetermined NDF indirect cost rate negotiated annually with the cognizant Federal Agency for NDF (OMB Circular A-87).

8. Billing Addresses:

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

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

All bills for services provided to the Forest Service and all Federal and State units not party to this Agreement will be mailed to the following address:

USDA – Forest Service
Humboldt-Toiyabe National Forest
1200 Franklin Way
Sparks, NV
89431

All bills for services provided to the Department of the Interior/BLM will be mailed to:

Bureau of Land Management
Nevada State Office
PO Box 12000
Reno, NV
89520

All bills for services provided to the Department of the Interior/NPS will be mailed to:

National Park Service/Fire Mgmt
Pacific West Region
1111 Jackson Street, Suite 700
Oakland, CA
94607

All bills for services provided to the Department of the Interior/BIA will be mailed to:

Bureau of Indian Affairs
Western Region
400 N. 5 th St. 2 AZ Center 12 th Floor
Phoenix, AZ
85004

All bills for services provided to the Department of the Interior/Fish and Wildlife Service will be mailed to:

US Fish and Wildlife Service
Pacific Southwest Region
2800 Cottage Way, Room W-2606
Sacramento, CA
95825

9. **Payment Due Dates:** All bills will have a payment due date 60 days after the date of issuance. If payment cannot be made before the 60 days expire, then a 30-day extension, with oral or written justification, may be requested.
10. **Disputed Billings:** Written notice that a bill is contested will be mailed to the billing agency within 60 days of issuance of the final bill, and will fully explain the area of dispute. Contested items will be resolved not later than 60 days following receipt of written notice. The uncontested portion of the bill will be paid and a new bill will be issued for the contested amount.
11. **Payments:** Payments will refer to the bill number and incident name and will be sent to the appropriate billing address.

EXHIBIT H

GLOSSARY OF TERMS FOR STAFFORD ACT RESPONSE

When the following terms are used in the context of a Stafford Act response under this Agreement, or in the Annual Operating Plan, such terms will have the meanings stated below. Many of these terms are defined in the National Emergency Response Plan and/or the Interagency Incident Business Management Handbook.

Administrative Costs (Charges): Any expenses not charged directly to a program, project, or incident. They include general overhead personnel and administrative services. For the state, the administrative charge is identified as those charges and expenses used to determine the "indirect rate". All activities that can be identified and charged to specific projects, and not excluded elsewhere in this agreement, are considered direct costs and may be billed with proper documentation.

Agency: A division of government with a specific function offering a particular kind of assistance. In ICS, agencies are defined either as jurisdictional (having statutory responsibility for incident management) or as assisting or cooperating (providing resources or other assistance).

Agency Administrator: Agency officials who are signatory to this agreement.

Agency Representative: A person assigned by a primary, assisting, or cooperating Federal, State, local, or tribal government agency or private entity that has been delegated authority to make decisions affecting that agency's or organization's participation in incident management activities following appropriate consultation with the leadership of that agency.

Annual Operating Plan: An annually updated document authorized by the appropriate officials for implementing the Cooperative Incident Management Agreement in their respective areas of responsibilities.

Area Command (Unified Area Command): An organization established (1) to oversee the management of multiple incidents that are each being handled by an ICS organization or (2) to oversee the management of large or multiple incidents to which several Incident Management Teams have been assigned. Area Command has the responsibility to set overall strategy and priorities, allocate critical resources according to priorities, ensure that incidents are properly managed, and ensure that objectives are met and strategies followed. Area Command becomes Unified Area Command when incidents are multijurisdictional. Area Command may be established at an Emergency Operations Center (EOC) facility or at some location other than an ICP.

Catastrophic Incident: Any natural or manmade incident, including terrorism, that results in extraordinary levels of mass casualties, damage, or disruption severely affecting the population, infrastructure, environment, economy, national morale, and/or government functions. A catastrophic event could result in sustained national impacts over a prolonged period of time; almost immediately exceeds resources normally available to State, local, tribal, and private-sector authorities in the impacted area; and significantly interrupts governmental operations and emergency services to such an extent that national security could be threatened. All catastrophic events are Incidents of National Significance.

Chain of Command: A series of command, control, executive, or management positions in hierarchical order of authority.

Cyber: Pertaining to computers and their support systems, such as servers, routers, and switches, that support critical infrastructure.

Direct Costs: All costs associated with direct incident operations and incident support ordered by or for the incident. Excludes Overhead Costs.

Direct Protection Area: That area which, by law or identified or authorized pursuant to the terms of this Agreement, is provided protection by the Parties. This may include land protected under exchange or payment for protection.

Disaster: See **Major Disaster**.

Emergency: As defined by the Stafford Act, an emergency is “any occasion or instance for which, in the determination of the President, Federal assistance is needed to supplement State and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of a catastrophe in any part of the United States.”

Emergency Support Function (ESF): A grouping of government and certain private-sector capabilities into an organizational structure to provide the support, resources, program implementation, and services that are most likely to be needed to save lives, protect property and the environment, restore essential services and critical infrastructure, and help victims and communities return to normal, when feasible, following domestic incidents. The ESFs serve as the primary operational-level mechanism to provide assistance to State, local, and tribal governments or to Federal departments and agencies conducting missions of primary Federal responsibility.

ESF Primary Agency: A Federal Agency designated as an Emergency Support Function primary agency serves as a Federal executive agency under the Federal Coordinating Officer (FCO) to accomplish the ESF Mission.

Federal: Of or pertaining to the Federal Government of the United States of America.

First Responder: Local and nongovernmental police, fire, and emergency personnel who in the early stages of an incident are responsible for the protection and preservation of life, property, evidence, and the environment, including emergency response providers as defined in section 2 of the Homeland Security Act of 2002 (6 U.S.C. 101), as well as emergency management, public health, clinical care, public works, and other skilled support personnel (such as equipment operators) who provide immediate support services during prevention, response, and recovery operations. First responders may include personnel from Federal, State, local, tribal, or nongovernmental organizations.

Hazard: Something that is potentially dangerous or harmful, often the root cause of an unwanted outcome.

Hazard Mitigation: Any cost-effective measure which will reduce the potential for damage to a facility from a disaster event.

Hazardous Material: For the purposes of ESF #1, hazardous material is a substance or material, including a hazardous substance, that has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and which has been so designated (see 49 CFR 171.8). For the purposes of ESF #10 and the Oil and Hazardous Materials Incident Annex, the term is intended to mean hazardous substances, pollutants, and contaminants as defined by the NCP.

Incident Command System (ICS): A standardized onscene emergency management construct specifically designed to provide for the adoption of an integrated organizational structure that reflects the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries. ICS is the combination of facilities, equipment, personnel, procedures, and communications operating with a common organizational structure, designed to aid in the management of resources during incidents. ICS is used for all kinds of emergencies and is applicable to small as well as large and complex incidents. ICS is used by various jurisdictions and functional agencies, both public and private, or organized field-level incident management operations.

Incident Commander (IC): The individual responsible for all incident activities, including the development of strategies and tactics and the ordering and release of resources. The IC has overall authority and responsibility for conducting incident operations and is responsible for the management of all incident operations at the incident site.

Incident Management Team (IMT): The Incident Commander and appropriate Command and General Staff personnel assigned to an incident.

Incident Mitigation: Actions taken during an incident designed to minimize impacts or contain the damages to property or the environment.

Incident of National Significance: Based on criteria established in HSPD-5 (paragraph 4), an actual or potential high-impact event that requires a coordinated and effective response by and appropriate combination of Federal, State, local, tribal, nongovernmental, and/or private-sector entities in order to save lives and minimize damage, and provide the basis for long-term community recovery and mitigation activities.

Infrastructure: The manmade physical systems, assets, projects, and structures, publicly and/or privately owned, that are used by or provide benefit to the public. Examples of infrastructure include utilities, bridges, levees, drinking water systems, electrical systems, communications systems, dams, sewage systems, and roads.

Initial Response: Resources initially committed to an incident.

In-Kind Donations: Donations other than cash (usually materials or professional services) for disaster survivors.

Local Government: A county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under State law), regional or interstate government entity, or agency or instrumentality of a local government; an Indian tribe or authorized tribal organization or, in Alaska, a Native Village or Alaska Regional Native Corporation; or a rural community, unincorporated town or village, or other public entity. (As defined in section 2(10) of the Homeland Security Act of 2002, Public Law 107-296, 116 Stat. 2135, et seq. (2002).)

Major Disaster: As defined by the Stafford Act, any natural catastrophe (including any hurricane, tornado, storm, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, or drought) or, regardless of cause, any fire, flood, or explosion, in any part of the United States, which in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster assistance under this act to supplement the efforts and available resources of States, local governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby.

Mission Assignment: The vehicle used by DHS/EPR/FEMA to support Federal operations in a Stafford Act major disaster or emergency declaration. It orders immediate, short-term emergency response assistance when an applicable State or local government is overwhelmed by the event and lacks the capability to perform, or contract for, the necessary work.

Mitigation: Activities designed to reduce or eliminate risks to persons or property or to lessen the actual or potential effects or consequences of an incident. Mitigation measures may be implemented prior to, during, or after an incident. Mitigation measures are often developed in accordance with lessons learned from prior incidents. Mitigation involves ongoing actions to reduce exposure to, probability of, or potential

loss from hazards. Measures may include zoning and building codes, floodplain buyouts, and analysis of hazard-related data to determine where it is safe to build or locate temporary facilities. Mitigation can include efforts to educate governments, businesses, and the public on measures they can take to reduce loss and injury.

Mobilization: The process and procedures used by all organizations—Federal, State, local, and tribal—for activating, assembling, and transporting all resources that have been requested to respond to or support an incident.

Move-Up and Cover: Identifies a relocation of incident resources from their established location to a temporary location to provide protection coverage for an initial attack response area.

Multijurisdictional Incident: An incident requiring action from multiple agencies that each have jurisdiction to manage certain aspects of an incident. In ICS, these incidents will be managed under Unified Command.

Mutual Aid Agreement. Written agreement between agencies, organizations, and/or jurisdictions that they will assist one another on request by furnishing personnel, equipment, and/or expertise in a specified manner.

National: Of a nationwide character, including the Federal, State, local, and tribal aspects of governance and policy.

National Incident Management System (NIMS): A system mandated by HSPD-5 that provides a consistent, nationwide approach for Federal, State, local, and tribal governments; the private sector; and NGOs to work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity. To provide for interoperability and compatibility among Federal, State, local, and tribal capabilities, the NIMS includes a core set of concepts, principles, and terminology. HSPD-5 identifies these as the ICS; multiagency coordination systems; training; identification and management of resources (including systems for classifying types of resources); qualification and certification; and the collection, tracking, and reporting of incident information and incident resources.

Natural Resources: Natural resources include land, fish, wildlife, domesticated animals, plants, biota, and water. Water means salt and fresh water, surface and ground water, including water used for drinking, irrigation, aquaculture, and recreational purposes, as well as in its capacity as fish and wildlife habitat, including coral reef ecosystems as defined in 16 U.S.C. 64501. Land means soil, surface and subsurface minerals, and other terrestrial features.

Nongovernmental Organization (NGO): A nonprofit entity that is based on interests of its members, individuals, or institutions and that is not created by a government, but may work cooperatively with government. Such organizations serve a public purpose, not a private benefit. Examples of NGOs include faith-based charity organizations and the American Red Cross.

Overhead Costs: Indirect administrative costs that cannot be readily identified with specifically financed programs and functions.

Party: Entities that are signatory to this Agreement.

Preparedness: The range of deliberate, critical tasks and activities necessary to build, sustain, and improve the operational capability to prevent, protect against, respond to, and recover from domestic incidents. Preparedness is a continuous process involving efforts at all levels of government and between government and private-sector and nongovernmental organizations to identify threats, determine vulnerabilities, and identify required resources.

Prevention: Actions taken to avoid an incident or to intervene to stop an incident from occurring. Prevention involves actions taken to protect lives and property. It involves applying intelligence and other information to a range of activities that may include such countermeasures as deterrence operations; heightened inspections; improved surveillance and security operations; investigations to determine the full nature and source of the threat; public health and agricultural surveillance and testing processes; immunizations, isolation, or quarantine; and, as appropriate, specific law enforcement operations aimed at deterring, preempting, interdicting, or disrupting illegal activity and apprehending potential perpetrators and bringing them to justice.

Private Sector: Organizations and entities that are not part of any governmental structure, including for-profit and not-for-profit organizations, formal and informal structures, commerce and industry, private emergency response organizations, and private voluntary organizations.

Protection Area Maps: Official maps of the annual operating plans.

Protection Boundaries: Mutually agreed upon boundaries which identify areas of direct incident protection responsibility and are shown on maps in the annual operating plans.

Public Health: Protection, safety, improvement, and interconnections of health and disease prevention among people, domestic animals and wildlife.

Recovery: The development, coordination, and execution of service- and site-restoration plans for impacted communities and the reconstitution of government operations and services through individual, private-sector, nongovernmental, and public assistance programs that: identify needs and define resources; provide housing and promote restoration; address long-term care and treatment of affected persons; implement additional measures for community restoration; incorporate mitigation measures and techniques, as feasible; evaluate the incident to identify lessons learned; and develop initiatives to mitigate the effects of future incidents.

Reimbursable (Assistance by Hire): Incident resources that will be paid for by the requesting Protecting Agency per the conditions of this Agreement and its annual operating plans. Excludes Mutual Aid.

Resources: Personnel and major items of equipment, supplies, and facilities available or potentially available for assignment to incident operations and for which status is maintained. Resources are described by kind and type and may be used in operational support or supervisory capacities at an incident or at an EOC.

Response: Activities that address the short-term, direct effects of an incident. Response includes immediate actions to save lives, protect property, and meet basic human needs. Response also includes the execution of emergency operations plans and of incident mitigation activities designed to limit the loss of life, personal injury, property damage, and other unfavorable outcomes. As indicated by the situation, response activities include: applying intelligence and other information to lessen the effects or consequences of an incident; increased security operations; continuing investigations into the nature and source of the threat; ongoing public health and agricultural surveillance and testing processes; immunizations, isolation, or quarantine; and specific law enforcement operations aimed at preempting, interdicting, or disrupting illegal activity, and apprehending actual perpetrators and bringing them to justice.

State: Any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and any possession of the United States. (As defined in section 2(14) of the Homeland Security Act of 2002, Public Law 107-296, 116 Stat. 2135, et seq. (2002).)

Strategic: Strategic elements of incident management are characterized by continuous, long-term, high-level planning by organizations headed by elected or other senior officials. These elements involve the

adoption of long-range goals and objectives, the setting of priorities, the establishment of budgets and other fiscal decisions, policy development, and the application of measures of performance or effectiveness.

Sub-Object Class Code: Detailed codes used by the Federal Government to record its financial transactions according to the nature of services provided or received when obligations are first incurred.

Telecommunications: The transmission, emission, or reception of voice and/or data through any medium by wire, radio, other electrical electromagnetic, or optical means. Telecommunications includes all aspects of transmitting information.

Terrorism: Any activity that (1) involves an act that (a) is dangerous to human life or potentially destructive of critical infrastructure or key resources; and (b) is a violation of the criminal laws of the United States or of any State or other subdivision of the United States; and (2) appears to be intended (a) to intimidate or coerce a civilian population; (b) to influence the policy of a government by intimidation or coercion; or (c) to affect the conduct of a government by mass destruction, assassination, or kidnapping.

Threat: An indication of possible violence, harm, or danger.

Transportation Management: Transportation prioritizing, ordering, sourcing, and acquisition; timephasing plans; fleet management; and movement coordination and tracking.

Tribe: Any Indian tribe, band, nation, or other organized group or community, including any Alaskan Native Village as defined in or established pursuant to the Alaskan Native Claims Settlement Act (85 Stat. 688) [43 U.S.C.A. and 1601 et seq.], that is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

Unified Command: An application of ICS used when there is more than one agency with incident jurisdiction or when incidents cross political jurisdictions. Agencies work together through the designated members of the Unified Command to establish their designated Incident Commanders at a single ICP and to establish a common set of objectives and strategies and a single Incident Action Plan.

Unit Administrator (Line Officer): The individual assigned administrative responsibilities for an established organizational unit, such as Forest Supervisors or District Rangers for the Forest Service, District Manager for the Bureau of Land Management, Area Forester, District Forester, or State Forester as designated for the State Forest Service, Agency Superintendent for the Bureau of Indian Affairs, Park Superintendent for the National Park Service, and Refuge Manager (Project Leader) for Fish and Wildlife Service. May also include a County Commissioner at the local level.

United States: The term “United States,” when used in a geographic sense, means any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, any possession of the United States, and any waters within the jurisdiction of the United States. (As defined in section 2(16) of the Homeland Security Act of 2002, Public Law 107-296, 116 Stat. 2135, et seq. (2002).)

Volunteer: Any individual accepted to perform services by an agency that has authority to accept volunteer services when the individual performs services without promise, expectation, or receipt of compensation for services performed. (See, for example, 16 U.S.C. § 742f(c) and 29 CFR § 553.101.)

Weapon of Mass Destruction (WMD): As defined in Title 18, U.S.C. § 2332a: (1) any explosive, incendiary, or poison gas, bomb, grenade, rocket having a propellant charge of more than 4 ounces, or missile having an explosive or incendiary charge of more than one-quarter ounce, or mine or similar device; (2) any weapon that is designed or intended to cause death or serious bodily injury through the release, dissemination, or impact of toxic or poisonous chemicals or their precursors; (3) any weapon involving a disease organism; or (4) any weapon that is designed to release radiation or radioactivity at a level dangerous to human life.

EXHIBIT I

STATEWIDE ANNUAL OPERATING PLAN for FUELS MANAGEMENT

This Statewide Annual Operating Plan (SAOP) for Fuels Management will be a working document and shall be attached to and considered EXHIBIT I of the Cooperative Fire Protection Agreement (2010 – 2014). The PARTIES signatory to this SAOP will meet annually to review the plan, updating as necessary. This SAOP will include lists of principal personnel, and any other items identified in the parent Agreement as necessary for efficient implementation.

IDENTIFICATION OF JURISDICTIONAL AGENCIES AND LANDS

State of Nevada, Division of Forestry

Consolidated Municipality of Carson City
Storey County
Elko County
Clark County
Eureka County

United States Department of Interior

Bureau of Land Management – Nevada
National Park Service
United States Fish and Wildlife Service
Bureau of Indian Affairs

United State Forest Service

Humboldt Toiyabe National Forest

I. AUTHORITY FOR PLAN

Cooperative Wildland Fire Protection Agreement

II. GUIDING DOCUMENTS

Great Basin Mobilization Guide

http://gacc.nifc.gov/egbc/administrative/policy_reports/policy_reports.htm

FMAG Program

http://www.fs.fed.us/eacc/library/docs/Fire_Management_Assistance_Grant_Program.pdf

Federal Wildland Fire Policy

<http://www.fs.fed.us/land/wdfire.htm>

Nevada Division of Forestry Fire/Emergency Business Management

III. STATEMENT OF JOINT OBJECTIVES

- A. **Purpose** – This agreement is made and entered into by the Department of the Interior Agencies in Nevada, the United States Forest Service (here after referred to as Federal Agencies) and the State of Nevada, Division of Forestry (NDF), for the purpose of utilizing Federal and State resources on natural resource management projects on public lands.
- B. **Objective** – Conservation of the natural resources on public lands and by means of accomplishing various natural resources management projects. Work on projects will be requested and documented on a task order.

- C. **Benefits** – Signatories to this agreement will cooperate and collaborate in the development, prioritization, and implementation of fuels and vegetative management projects. The goals are to coordinate a sound, collaborative approach for reducing wildland fire risk to communities, and to restore and maintain land health within fire-prone areas.

Any party to this Agreement may provide assistance to another party as requested and agreed to for the purpose of performing prescribed fire and fuels management projects.

IV. PROJECT MANAGEMENT PLAN

A. The NDF agrees to:

1. Furnish adult conservation crew members from the Nevada Department of Corrections adequately trained, equipped and clothed to perform work on natural resources management projects.
2. Furnish conservation crews in numbers to perform the work agreed upon to assure continuity of services and availability of work crews to the extent practical or possible.
3. Notify agency representative by whatever means agreed upon when the crew is unable to make work assignment. The NDF will establish communications with agency representative for day-to-day activities reports, updates and briefings.
4. Responsible for the health and safety of all conservation crew members.
5. Responsible for conservation crew members' housing, feeding, clothing, and the providing of transportation to and from the work sites.
6. Full responsibility for supervision of conservation crew members to assure completion of assigned work projects. The NDF shall provide supervision at the rate of one (1) crew supervisor per ten (10) to twelve (12) conservation crewmembers. Under no circumstances shall a conservation crewmember be used in a supervisory position or be given any type of authority over fellow crew members.
7. The Federal agencies shall have the right to order the removal of any conservation crew member(s) who the Government determines to be unsatisfactory due to work related activities or performance or conduct at the work site. Such removal order must be submitted to NDF in writing and justified in accordance with NDF Statewide Conservation Camp Operational Policy and Procedure Manual.
8. Instruct NDF camp and crew supervisors that they shall receive from the Federal agencies the work to be done and the name(s) of the agency representatives under whose guidance and technical direction the work is to be done.
9. Make available to agency personnel information regarding the policies of the Nevada Division of Forestry and Department of Corrections. Copies of such policies shall be made available.

B. Federal Agencies agree to:

1. Assign fully qualified and experienced Agency Representatives to provide the guidance and technical direction on all programs undertaken within the terms of the Agreement. The Agency Representative will give specific directions as to what and how project work is to be done, provide technical advice, make necessary corrections or changes in project design, and give final approval of project work before crews proceed to the next job. The Agency Representative shall also notify the appropriate supervisors in the event that the work is not being performed to Agency standards.

2. Provide all specialized tools, equipment, and material necessary to perform the project work under this Agreement. To maintain all such specialized equipment in a safe and workable condition.
3. Advise Agency personnel of the requirements to comply with the provisions of The Nevada Division of Forestry Statewide Conservation Camp Operational Policy and Procedure Manual as it concerns the conduct of personnel when associating with the conservation crew members.
4. Provide payments to NDF in accordance to Part A Cooperative Fire Billing Procedures as they apply to hazardous fuels treatment projects.

C. It is mutually agreed that:

1. The specific work to be performed under this agreement shall be negotiated by cooperating parties in advance.
2. Any facilities or land resources development or improvements under this Agreement shall be and remain the property of the United States.
3. Each agency provides its own Office of Workers Compensation Program (OWCP) or State Workers Compensation coverage. These costs are agency specific and are not shareable or billable.
4. Conservation crew members placed under this agreement are not Federal employees for the purpose of laws administered by the Office of Personnel Management and do not have entitlement to any Federal benefits such as insurance, retirement, and leave. The Federal Agencies shall have no responsibility for payment of expenses of conservation crew members, for which the State has full and exclusive responsibility.
5. Work performed under this Agreement shall not displace regular employees, impair contracts for services in existence during the course of the Agreement, exploit conservation crew labor, or compete with free labor in the production of goods or services.
6. This Agreement may only be modified or renewed by written agreement signed by all signatory representatives executing this agreement.
7. At the completion of the project assignment the Agency Representative is authorized to file in writing an evaluation on the crews performance. Performance evaluations will be forwarded to the appropriate supervising agency.
8. Conservation crew members placed under this agreement will meet required age limits for working on a fireline or operating power equipment.

VI. SIGNATURES

EXHIBIT J

NEVADA FIRE BOARD OF DIRECTORS CHARTER

Mission Statement:

The Nevada Fire Board of Directors (NFBOD) is established to provide oversight and direction for all fire management activities with the agencies protection area, working in a collaborative interagency manner in the State of Nevada.

Authority and Membership:

The NFBOD has been given authority to represent their respective agency administrator on fire management activities, fire issues and formulation of agreements.

The NFBOD will be composed of the following or their formally designated:

- Forest Service – Humboldt-Toiyabe, Forest Supervisor
- Forest Service – Lake Tahoe Basin Management Unit, Forest Supervisor
- National Park Service – Pacific West Region, Regional Director
- Bureau of Land Management – Nevada State Office, State Director
- Bureau of Indian Affairs – Western Regional Office, Regional Director
- Fish and Wildlife Service – Pacific Southwest Region Office, Regional Director
- Nevada Division of Forestry, State Forester Firewarden
- Nevada Local Fire Service Organization Representative

Agency representatives will be responsible to ensure that respective agency policy and procedures are maintained and agency administrators are informed. The members will coordinate recommendations for agency acceptance and implementation.

The Nevada Local Fire Service Organization (NLFSO) Representative will be a nonvoting member of the Board. They will represent all NLFSOs throughout the state and will provide technical advice and assistance to the Board.

Operating Principles

Key Principle: Effective Execution.

To create and promote efficiency, NFBOD members must be effective in their communications with one another. NFBOD processes provide an environment that allows all facets of an individual member's process-orientation, information gathering and discussion techniques the ability to operate. It provides the flexibility required to facilitate focused, patient discussion to achieve agreement and/or commitment from all NFBOD members.

Key Principle: Discipline.

NFBOD members follow through on NFBOD agreements. Members commit to avoid triangulation and circumvention of any type. NFBOD members commit to discuss issues openly and come to a level of agreement, then move forward as a team.

Key Principle: Innovation.

NFBOD members should be creative in their thinking and utilize innovative techniques to resolve concerns. Innovation and new technology should be integrated and applied to provide viable solutions to traditional and non-traditional issues.

Purpose:

1. Provide leadership and coordinated direction to wildland fire management programs in Nevada.
2. Provide a forum for the exchange of ideas and the development of consistent implementation of policy and guidance.
3. Foster cooperation, avoid wasteful duplication, and facilitate maximum efficiency in wildland fire management programs through coordinated planning and utilization of closest forces and shared resources concept.
4. Establish and maintain an interagency approach to wildland fire programs through: development of a full interagency association; and facilitation of a high degree of professionalism, trust and mutual assistance among wildland fire management agencies.
5. Identify issues, establish priorities, develop alternatives and recommend a unified course of action to respective agency administrators.

Leadership:

The NFBOD will elect a Chairperson for a two year term. A Vice Chairperson position is optional.

Chairperson:

The Chairperson is responsible for: calling meetings, setting the agenda, facilitating the meeting and documentation and distribution of decisions and action items. The term of position is two years on a calendar year basis (January 1 to December 31).

Working Committees:

The NFBOD will identify issues and concerns of mutual interest and task out assignments to specific working committees and or Board members. The NFBOD will provide direction, oversight, and Coordinating Group meeting minutes to working committees.

Specific working committees may be formed to deal with such areas as: fire operations, fuels and mitigation, aviation, fire business management, fire training, and fire prevention. Other working committees will be formed as needed.

Working committees will elect a Chairperson. Minutes of meetings or key recommendations and action items will be documented and forwarded to the Fire Board of Directors for approval. Committee Chairpersons or their representatives are encouraged to attend Coordinating Group meetings.

Working committees may define Task Groups which may have one or more responsibilities. The group, upon completion of its task, shall sunset unless an additional task is assigned.

VI. SIGNATURES

THE AUTHORITY AND FORMAT OF THIS INSTRUMENT
HAS BEEN REVIEWED AND APPROVED FOR SIGNATURE
Doris Mackey 5/10/10
AGREEMENTS COORDINATOR DATE

 _____ Regional Forester, USDA Forest Service, Intermountain Region	<u>May 10, 2010</u> Date
_____ Regional Forester, USDA Forest Service, Pacific Southwest Region	_____ Date
_____ Regional Director, National Park Service, Pacific West Region	_____ Date
_____ Manager, USDI Fish and Wildlife Service, Pacific Southwest Region	_____ Date
_____ State Forester Firewarden, Nevada Division of Forestry	_____ Date
_____ State Director, USDI Bureau of Land Management, Nevada	_____ Date
_____ Regional Director, USDI Bureau of Indian Affairs, Western Region	_____ Date

Signatures:

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

USDI FISH AND WILDLIFE SERVICE
Pacific Southwest Region

Regional Director
Date: _____

Contracting Officer FWS
Date: _____

USDI BUREAU OF LAND MANAGEMENT
Nevada State Office

State Director
Date: _____

Contracting Officer BLM
Date: _____

USDA FOREST SERVICE
Intermountain Region (4)

Regional Forester
Date: _____

Grants & Agreements Specialist Forest Service (R4)
Date: _____

USDA FOREST SERVICE
Pacific Southwest Region (5)

James M. Pera

Regional Forester
Date: 6/23/10

Kellie Y. Hamilton

Grants & Agreements Specialist Forest Service (R5)
Date: 6/24/10

USDI NATIONAL PARK SERVICE
Pacific West Region

Regional Director
Date: _____

Contracting Officer NPS
Date: _____

USDI BUREAU OF INDIAN AFFAIRS
Western Regional Office

Regional Director
Date: _____

Contracting Officer BIA
Date: _____

STATE OF NEVADA
Division of Forestry

State Forester – Fire Warden
Date: _____

Deputy State Forester/ASO IV
Date: _____

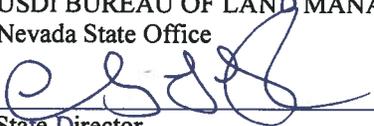
IN WITNESS WHEREOF, the Agencies hereto have executed this Cooperative Wildland Fire Management Agreement as of the last date written below

USDI FISH AND WILDLIFE SERVICE
Pacific Southwest Region

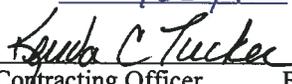
Regional Director
Date: _____

Contracting Officer FWS
Date: _____

USDI BUREAU OF LAND MANAGEMENT
Nevada State Office



State Director
Date: 5/28/10



Contracting Officer BLM

Date: 5/21/2010

USDA FOREST SERVICE
Intermountain Region (4)

Regional Forester
Date: _____

Grants & Agreements Specialist
Date: _____

USDA FOREST SERVICE
Pacific Southwest Region (5)

Regional Forester
Date: _____

Grants & Agreements Specialist
Date: _____

USDI NATIONAL PARK SERVICE
Pacific West Region

Regional Director
Date: _____

Contracting Officer NPS
Date: _____

USDI BUREAU OF INDIAN AFFAIRS
Western Regional Office

Regional Director
Date: _____

Contracting Officer BIA
Date: _____

STATE OF NEVADA
Division of Forestry

State Forester – Fire Warden
Date: _____

Deputy State Forester/ASO IV
Date: _____

Deputy Attorney General
Date: _____

Signatures:

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

USDI FISH AND WILDLIFE SERVICE
Pacific Southwest Region

Regional Director
Date: _____

Contracting Officer FWS
Date: _____

USDI BUREAU OF LAND MANAGEMENT
Nevada State Office



State Director
Date: 5/28/10



Contracting Officer BLM
Date: 5/21/2010

USDA FOREST SERVICE
Intermountain Region (4)

Regional Forester
Date: _____

Grants & Agreements Specialist Forest Service (R4)
Date: _____

USDA FOREST SERVICE
Pacific Southwest Region (5)

Regional Forester
Date: _____

Grants & Agreements Specialist Forest Service (R5)
Date: _____

USDI NATIONAL PARK SERVICE
Pacific West Region

Regional Director
Date: _____

Contracting Officer NPS
Date: _____

USDI BUREAU OF INDIAN AFFAIRS
Western Regional Office

Regional Director
Date: _____

Contracting Officer BIA
Date: _____

STATE OF NEVADA
Division of Forestry

State Forester – Fire Warden
Date: _____

Deputy State Forester/ASO IV
Date: _____

EXHIBIT K

SMOKE MANAGEMENT MEMORANDUM OF UNDERSTANDING

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF NEVADA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
DIVISION OF ENVIRONMENTAL PROTECTION
BUREAU OF AIR QUALITY
AND
THE STATE OF NEVADA
DEPARTMENT OF WILDLIFE
AND
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
DIVISION OF FORESTRY
DIVISION OF STATE LANDS
DIVISION OF STATE PARKS
AND
THE UNITED STATES DEPARTMENT OF AGRICULTURE
U.S. FOREST SERVICE
AND
THE UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
NATIONAL PARK SERVICE
FISH AND WILDLIFE SERVICE**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is hereby entered into by and between the State of Nevada, Division of Environmental Protection, Bureau of Air Quality, hereinafter referred to as the Division, and the following government agencies, hereinafter referred to as the Land Managers: The Nevada Department of Conservation and Natural Resources, Division of Forestry, Division of State Lands and Division of State Parks; the Nevada Department of Wildlife; the United States Department of Agriculture, Forest Service; and the United States Department of the Interior, Bureau of Land Management, National Park Service and Fish and Wildlife Service.

I. PURPOSE

To implement the Smoke Management Program (SMP) within the State of Nevada to manage the emissions of air pollutants from prescribed and wildland fire used to meet state and federal resource management objectives.

II. OBJECTIVES

- A. To minimize the generation and/or impacts of smoke in Nevada when prescribed burning is necessary to conduct range and forest practices. Alternative treatments will be encouraged and used where environmentally acceptable, technologically feasible, and economically reasonable to achieve the management objective.
- B. To minimize visibility impacts from smoke in smoke sensitive areas, such as roads, schools, hospitals, nursing homes, airports, recreational areas, and those designated by the Secretary of the Interior as Class I areas and wilderness areas with designated Class I air sheds.
- C. To acknowledge the role of fire in Nevada and allow the use of fire under controlled conditions to maintain healthy ecosystems while meeting the requirements of state and/or federal ambient air quality standards.
- D. To produce a program for the people of this state that provides the opportunity for forest, rangeland, and crop residue burning, while minimizing air quality impacts.
- E. To demonstrate compliance with the applicable “conformity” requirements described in federal law and regulation.
- F. To maintain and improve a system to inventory emissions from prescribed and wildland fires for resource benefits.
- G. To coordinate open burning among land management agencies and monitor impacts.
- H. To provide technical support for the protection of affected resources and visibility.
- I. To address interstate smoke transport issues through enhanced communication and the development of interstate/interagency agreements

III. MUTUAL RESPONSIBILITIES

THE DIVISION AND THE LAND MANAGERS AGREE TO:

1. Comply with all applicable State and federal laws and regulations in furtherance of the objectives of this Agreement.
2. Develop and implement a SMP for reporting and coordinating burning operations within the State.
3. Review the SMP annually and improve the SMP where feasible. Changes to the SMP shall be made with the approval of the signatories, or their designated representative, to this Memorandum of Understanding.
4. Participate in the development and presentation of interagency training concerning prescribed burning.
5. Notify the cooperating parties of any policies, agreements, statutory or regulatory developments or interstate issues that may affect the implementation of this agreement or the SMP.
6. Work cooperatively to provide real-time air quality monitoring for the purposes of evaluating prescribed and wildfire impacts and protecting air quality in Nevada.

IV. INDIVIDUAL RESPONSIBILITIES

A. THE DIVISION AGREES TO:

1. Review and process all requests for authorization of open burning in the order received within the time allocated in the SMP.
2. Provide and update the list of local health agency contacts at the Division's web site on an annual basis.
3. Notify all cooperating parties of air pollution episodes in the area of burning.
4. Collect and tabulate reports from burners releasing ten (10) tons or more of PM₁₀ within Nevada (excluding Clark and Washoe Counties) during the calendar year and to make the results available at the Division's web site.

B. THE LAND MANAGERS AGREE TO:

1. Ensure proper smoke management of prescribed fires. On a case-by-case basis, identify and implement appropriate smoke management techniques to minimize the amount and/or impact of smoke produced.
2. Ensure each proposal for prescribed fire conforms to applicable land use plans and identifies the specific resource objective(s) to be attained.
3. Ensure general conformity, air quality impacts, mitigation and alternatives to prescribed burning are addressed in the appropriate National Environmental Policy Act (NEPA) documentation, as applicable.
4. Obtain a variance from the Division before initiating a prescribed burn when PM₁₀ emissions are expected to exceed the *de minimis* quantity and/or when predicated by the proximity to a sensitive area.
5. Comply with the SMP and any applicable local requirements.
6. Notify, prior to ignition, the appropriate local agency (ies) of the time, location, and duration of all prescribed burns that are initiated.
7. Participate in the development of a statewide emissions inventory by providing the Division with an annual report of prescribed and wildland fires managed in the state. The annual report is required by all burners releasing a total of ten (10) tons of PM₁₀ or more during the calendar year.
8. Provide the Division with a copy of Daily Situation Reports (DSR) for all burning activities within the state on a daily basis. Timely receipt of the DSR, by the Division, may be accomplished through electronic medium (Internet, or e-mail) or other appropriate means (facsimile).

V. GENERAL PROVISIONS

A. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the Land Managers or the Division from participating in similar activities with other public or private agencies, organizations, and individuals.

B. NON-FUND OBLIGATING DOCUMENT. This agreement is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement, contribution of funds, or transfer of anything of value between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority. Specifically, this instrument does not establish authority for noncompetitive award to the cooperator of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.

C. EFFECTIVE TERM. This MOU will be in effect from the date approved by all parties. It will remain in effect for a period of five (5) years, unless formally terminated by any of the signatories, but only after 30 days written notice to the others of their intention to do so. Termination of this agreement in no-way relieves any party from the responsibility to comply with applicable Federal law, Nevada statutes and regulations, or local requirements.

D. TERMINATION CONDITIONS. At the end of the five-year period, this MOU will be reviewed by the signatories for effectiveness, and if appropriate, re-authorized by written notice from all parties.

E. REPLACEMENT. This MOU revokes and supersedes any prior agreement or understanding between the Division and any other party to this MOU relating to prescribed burning.

F. NONDISCRIMINATION. Cooperators shall comply with all State and Federal statutes relating to nondiscrimination and all applicable requirements of all other State and Federal laws, executive orders, regulations and policies. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), which prohibits discrimination on the basis of race, color, handicap, or national origin; (b) Title IX of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex.

G. FREEDOM OF INFORMATION ACT. Any information furnished to the federal agencies under this agreement is subject to the Freedom of Information Act.

H. AMENDMENTS. Amendments to this agreement may be proposed at any time by a signatory, and shall be effective upon approval by all parties to this agreement.

I. PRINCIPAL CONTACTS. The individuals associated with the development and implementation of the State of Nevada SMP and principal contacts for this instrument are:

SANDY GREGORY
US Bureau of Land Management
Nevada State Office
P O Box 12000
Reno, NV 89502
(775) 861-6514

JESSICA WADE
US Fish & Wildlife Service
Pacific Southwest Region
2800 Cottage Way, Suite W-2606
Sacramento, CA 95825
(916) 978-6181

ROBERT SOMMER
US Forest Service, Region 4
Humboldt-Toiyabe National Forest
1200 Franklin Way
Sparks, NV 89431
(775) 331-6444

JOHN WASHINGTON
US Forest Service, Region 5
Lake Tahoe Basin Management Unit
35 College Drive
South Lake Tahoe, CA 96150
(530) 543-2652

ELIZABETH CRISTOBAL
US National Park Service
Great Basin National Park
100 Great Basin
Baker, NV 89311
(775) 234-7331, ext. 264

CHESTER SERGENT
Nevada Div. of Environmental Protection
901 S. Stewart Street, Suite 4001
Carson City, NV 89701-5246
(775) 687-9360

VI. RESPONSIBLE AGENCIES

THE PARTIES HERETO have executed this agreement

Nevada Division of Environmental Protection

By _____ Date _____
Administrator

US Bureau of Land Management,
State of Nevada

By _____ Date _____
State Director, Nevada

By _____ Date _____
Grants and Agreement Specialist

US Forest Service

Region 4 Humboldt Toiyabe National Forest

By _____ Date _____
Forest Supervisor

Region 5 Lake Tahoe Basin Management Unit

By _____ Date _____
Forest Supervisor

US Fish and Wildlife Service,
Pacific Southwest Region

By _____ Date _____
Assistant Regional Director-CBE

US National Park Service

Pacific West Region

By _____ Date _____
Superintendent Great Basin National Park

Nevada Department of Wildlife

By _____ Date _____

Director

Nevada Division of Forestry

By _____ Date _____

State Forester

Nevada Division of State Parks

By _____ Date _____

Administrator

Nevada Division of State Lands

By _____ Date _____

Administrator

EXHIBIT ONLY

Exhibit L

Supplemental Fire Department Resources

When mobilizing Supplemental Fire Department Resources outside of the fire district or mutual aid zone the following will apply.

Mobilization

Mobilization will follow established ordering procedures as identified in the National, Geographic, and Local Mobilization Guides. Resources will be mobilized from the Host Dispatch Zone in which the department is located. Personnel will be provided a copy of the resource order request after confirmation of availability and prior to departure from their home jurisdiction. Resource orders shall clearly indicate incident assignment, incident location, expected incident arrival time, and any additional special needs or equipment authorizations, e.g. cell phones, laptops, rental vehicles, etc.

Reimbursable Costs

Reimbursable costs for personnel include compensation rates for hours worked, benefits, transportation, and per diem. It is the intent of this provision that the Supplemental Fire Department Resource be paid a regular compensation rate for all hours worked plus an overtime compensation rate for actual overtime hours worked, including travel. Reimbursable costs shall not include portal to portal pay or the employee portion of benefits. Travel and per diem reimbursements will be based on the Federal Travel Regulations.

Backfill is not reimbursable for personnel hired as Supplemental Fire Department Resources.

An indirect cost allowance equal to ten percent of the direct salary and wage cost of providing the service (excluding overtime, shift premiums, and fringe benefits) is allowed. (OMB Circular A-87)

Personnel

All personnel will possess an active Incident Qualification System (IQS) or equivalent incident qualification documentation commensurate with all applicable NWCG 310-1 standards for training and qualifications. Personnel will be qualified for their assigned positions. XXFD is responsible for annually certifying and maintaining the qualifications of their Supplemental Fire Department Resources. XXFD will bear the cost of training for their Supplemental Fire Department Resources.

Any personnel to be mobilized under this exhibit will be listed in the Annual Operating Plan (AOP) by name, position(s), and identified as SR. While on assignment, these individuals are **XXFD** employees and the **XXFD** will be reimbursed for their actual costs.

Rate Determination

The basis for the computation of base hourly rate is the classification level of the position filled according to the attached matrix. Base hourly rate shall be no more than step 5 of the appropriate GS wage adjusted for locality pay at the location of the fire district. These rates can be found on the OPM web site <http://www.opm.gov>, Salaries and Wages. Personnel are hired at the rate of the position being filled, not their highest qualification.

The hourly compensation rates identified in the AOP are computed as follows:

1) **Regular Compensation Rate:** The rates listed include base hourly rate determined above plus employee benefits. Employee benefits include only those costs actually incurred by the XXFD for the employment of these individuals, such as employer liability, workers compensation, employer share of social security, etc.

2) **Overtime Compensation Rate:** Overtime compensation rates are paid based on a 7 day work week beginning on day one of mobilization. Compensation rates are paid at time and a half of the base hourly rate for all hours worked in excess of 8 hours per day for the first 5 days and full time and one half for all hours worked during the remainder of the work week. Compensation includes travel time.

3) **Hazard Pay Rate** – Hazard pay differential is paid to those employees performing work that meets the definition of hazardous duty as defined in the Interagency Incident Business Management Handbook, Section 12.9. Compensation rates are paid at 25 percent of the base rate when performing duties that meet the definition of hazardous duties. All hazard pay differential is based on a 24-hour day from 0001-2400 and shall be paid for all hours in pay status during the calendar day in which the hazardous duty is performed.

Days off at Incident

Days off at the incident will be paid for 8 hours. Work/rest guidelines will be followed, and mandatory days off will follow current guidelines (IIBMH 12.7-2 #4) Once travel to the home unit commences days off will not be paid.

Transportation and Per Diem

Per Diem reimbursements will be based on the Federal Travel Regulations. The payment rate for privately-owned vehicles (POVs) and rental vehicles used to support Supplemental Fire Department Resources shall be at the current Federal Travel Regulation rate.