

2013
ANNUAL OPERATING PLAN
FOR COOPERATIVE FIRE PROTECTION AGREEMENT
Between
BUREAU OF LAND MANAGEMENT
CARSON CITY DISTRICT OFFICE

And
SPARKS MUNICIPAL FIRE DEPARTMENT
SPARKS, NEVADA

I. IDENTIFICATION OF ADMINISTRATIVE UNITS

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

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

2. Sparks Municipal Fire Department
Attention: Andy Flock, Fire Chief
1605 Victorian Ave
Sparks, Nevada, 89431

II. AUTHORITY

This Annual Operating Plan (AOP) is required by the Cooperative Wildland Fire Management Agreement NV-FAA-09-0001 (herein after called the Agreement) between the Bureau of Land Management, Carson City District Office and Sparks Municipal Fire Department. This plan shall be attached to and become an exhibit of the Agreement upon signature of all parties, and shall be reviewed annually not later than April 1.

III. PURPOSE

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

IV. DEFINITIONS AND DESCRIPTIONS

A. Direct Protection Area:

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

V. Mutual Aid

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

1. All ground resources may be considered mutual aid for up to 12 hours for incidents within one mile of the Sparks City Limits. Request for resources from any Agencies to this Agreement beyond this one mile shall be considered as assistance for hire from the time of dispatch.
2. All assistance beyond the 12 hours will be assistance by hire and will be billed retroactively for the full period from the time of initial dispatch based on the completed cost share agreement.
3. A cost share agreement will be developed, documented and signed for any incident that goes beyond mutual aid. Mutual aid shall be provided within the limits of local resources.

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

VI. OPERATING PROCEDURES

1. Ordering Process:

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

2. Air Operations:

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

A. Pilot and Aircraft Approval:

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

B. Boundary Issues:

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

C. **Airspace De-confliction:**

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

D. **Temporary Flight Restrictions (TFR):**

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

E. **Fire Traffic Area (FTA):**

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

F. **Clearance is required to enter Fire Traffic Area:**

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

3. Sharing of Facilities:

A. **Administrative/Training:**

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

B. **Incidents:**

Agencies to this agreement agree that the use of facilities will be free for the first twenty-four hours for incident support. After twenty four hours facilities may be rented to the other agency. Facilities such as fire stations and work centers are not designed to support the large numbers of personnel involved in incidents. Bases and camps need to be established if the incident is going beyond initial attack and/or a large number of personnel is required by the incident.

4. Sharing of Communication Systems and Frequencies:

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

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

BLM frequencies per this Plan:

RX	ZONE	TX	ZONE	USE
169.9875	146.2	169.9875	110.9	CC BLM LOCAL
169.9875	146.2	162.2375	114.8	CC BLM FAIRVIEW REPEATER
169.9875	146.2	162.2375	151.4	CC BLM CORY REPEATER
169.9875	146.2	162.2375	173.8	CC BLM FT SAGE REPEATER
169.9875	146.2	162.2375	186.2	CC BLM McCLELLAN REPEATER
169.9875	146.2	162.2375	203.5	CC BLM VIRGINIA REPEATER
171.6750	N/A	171.675	114.8	CC BLM SCENE OF ACTION (SOA)
166.6875	N/A	168.3125	N/A	AIR TO GROUND 51
166.8750	N/A	166.8750	N/A	AIR TO GROUND 8
154.2800	N/A	154.280	N/A	V FIRE 21
154.2650	N/A	154.265	N/A	V FIRE 22
154.2950	N/A	154.295	N/A	V FIRE 23
154.2725	N/A	154.2725	N/A	V FIRE 24
154.2875	N/A	154.2875	N/A	V FIRE 25
154.3025	N/A	154.3025	N/A	V FIRE 26

Sparks Municipal Fire Department frequencies per this plan:

RX	ZONE	TX	ZONE	USE
158.7750	N/A	155.1300	107.2	SFD REPEAT
158.7750	N/A	158.7750	N/A	SFD F-1
158.8200	N/A	158.8200	N/A	SFD F-2
155.8500	N/A	155.8500	N/A	SFD F-3
156.0000	N/A	156.0000	N/A	FIRE CORD 1
155.8950	N/A	155.8950	N/A	FIRE CORD 2

5. Notification and Reports:

- A. Fires occurring on or threatening lands inside the boundaries of Sparks Municipal Fire Department will be reported immediately to Sparks Municipal Fire Department 9-1-1 Dispatch, (775) 353-2231.
- B. Fires occurring on or threatening lands of federal ownership inside the boundaries of the BLM will be reported immediately to the Sierra Front Interagency Dispatch Center (SFIDC), telephone (775) 883-3535
- C. The initial fire report will include, if available, the following information:
 - ❖ Location (Lat & Long or street address with cross street)
 - ❖ Present size (in acres)
 - ❖ Type of fuel
 - ❖ Rate of spread
 - ❖ Time discovered
 - ❖ Name location and telephone number of reporting party.
- D. SFIDC is open year round. Summer hours are typically 8am to 6pm and extending to later hours during high fire activity. Winter hours are typically 8am to 4:30pm. The afterhours on call dispatch phone number is 775-721-0312 or 775-230-4782.

VII. ASSISTANCE BY HIRE

1. All resources provided by Sparks Municipal Fire Department for suppression activities on BLM jurisdiction fires during the “off season” will be considered assistance by hire. This period is defined as the period of time that the BLM does not have its initial attack resources available. This period is 11/1 through 3/31. During this time period Sparks Municipal Fire Department must contact the BLM Duty Officer as soon as possible.
2. Request for Assistance-by-hire outside of the BLM, Carson City District Office boundaries must be clear and precise. Resource orders for personnel and equipment will be made through and tracked by the parent agency (Carson City BLM). This request process requires the approval of the BLM Duty Officer. The approval or denial of such request shall be noted in the remarks section on the resource order.
3. To receive payment for services rendered, the cooperator will submit all billing invoices to their parent agency (Carson City BLM). Each invoice shall contain a “remit to address” and a “tax ID” number along with a “DUNS” number. All invoices will be sent to the parent agency within 120 days of completion of the fire management services, unless a written request for an extension has been granted by the agency. For federal fire management services, the cooperators shall comply with the above stated billing requirements. Upon receipt of the invoice from the cooperator, the federal agency may make payment as requested.

4. For any “off season” BLM fires to be considered for “Assistance by Hire” reimbursement a BLM Field Fire Report or Sparks Fire Department Incident Report will be required by the Sparks Municipal Fire Department to be submitted to the BLM within five (5) working days.
5. Backfill to meet agency specific staffing requirements will be billable to the incident. Overtime costs for the backfill will be billed to the incident and the regular time for the person on the incident will not be billed.
6. Responses to false alarms or resources canceled en route will not be billable.
7. Hand crews and Aircraft are considered assistance by hire.
8. Sparks resources beyond 1 mile or past the 12 hour local mutual aid period will be assistance-by-hire.
9. Resource orders for Sparks Fire personnel who are listed on the team personnel roster of a Great Basin T-1, T-2 or local approved T-3 team do not have to have the BLM Duty Officer approval. Sparks Fire personnel that are not on a team and who are requested for a single resource assignment to a wildland fire incident outside of the mutual aid boundary will have to get approval from the BLM Duty Officer prior to filling the request.

VIII. FIRE TRESPASS:

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

1. The lead agency is responsible for determining the fire origin and cause of ignition and the suspected person who or entity that negligently or intentionally ignited the fire.
2. Where the cooperating agency is BLM, appropriate BLM law enforcement and/or fire investigation personnel will assist the lead agency in making those assessments.
3. The lead agency must invite federal law enforcement personnel or other appropriate fire investigation personnel to work jointly with the lead agency to determine the

fire cause and origin and determine whether the fire was human- and negligently caused.

4. For all fire trespass matters, cooperating agencies will provide cost figures and cost documentation to the lead agency.
5. Costs include fire suppression, natural resource damages, emergency stabilization, and rehabilitation.
6. Cooperating agencies will provide an estimate of these costs to the lead agency within 60 days of the fire being declared out.

IX. COST SHARE:

On multi-jurisdictional or multiple operational period incidents, which threaten or burn across direct protection boundaries, or fires that exceed the Mutual Aid period, or short duration incidents, which requires a significant commitment of suppression resources, the parties will jointly develop a written cost share agreement. The rationale for sharing costs will be documented in a formal agreement based upon jurisdictional responsibilities or other pertinent factors.

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

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

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

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

1. Initial Attack Agreement.
2. You Order, You Pay (YOYP).
 - A. A unified ordering point is required and agencies agree to who will order which resources.

- B. On-incident support costs may be split by the percentage of agency requested resources.
 - C. Off-incident support costs are paid for by the ordering unit.
3. Acres Burned.
 4. Cost Apportionment.
- A. Cost Shared Items. The following is a list of items that are typically cost shared in multi-jurisdiction incidents. This list is not all-inclusive.
1. Aircraft Costs. Aircraft (fixed and rotor wing) and associated retardant costs.
 2. Equipment Costs. Emergency equipment used to support the incident.
 3. Incident Cache Costs. Cache costs may include refurbish, replacement, resupply, and labor costs.
 4. Incident Rehabilitation Costs. Rehabilitation activities of assigned incident personnel to mitigate further damage to improvements and land occurring from direct suppression activity can be included in cost sharing, e.g., minor fence repair, dozer line, erosion control.
 5. Initial Attack Resource Costs. Initial attack resource costs are included in determining the cost-share percentages and in deriving actual incident costs. In a cost-share incident, agreement provisions for initial attack assistance at no cost do not apply.
 6. Off-Incident Support Sites. Mobilization, demobilization, rest and recuperation sites, etc., usually serve multiple incidents and are not ordered by a specific incident. The incident cost share agreement usually will not address cost sharing of these sites. Incident agencies may establish separate cost share agreements for these items.
 7. On-Incident Support Costs. Costs incurred for services supplied within the incident, e.g., shower units, catering units, commissary units, cache supplies and materials.
 8. Personnel Costs. Costs of assigned incident personnel including the IMT, crews, casuals, etc.
 9. Transportation Costs. Costs associated with movement of resources to and from an incident.

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

1. **Accountable Property.** Accountable and/or sensitive property, as defined by each agency, that is purchased by the agency and becomes property of that agency.
 2. **Administrative Overhead Costs.** Costs of agency personnel, support, and services not directly assigned or ordered by an incident.
 3. **Administrative Surcharge.** A pre-established percentage applied by an agency to the settlement billing on the net amount owed per master agreement.
 4. **Claims Costs.** Responsibility for claims or extraordinary settlement costs should be addressed through a separate agreement between agencies.
 5. **Move Up and Cover Costs.** Includes additional costs over and above base salary of “backfilling” agency personnel to meet agency-specific staffing requirements.
 6. **Post Incident Rehabilitation Costs.** Costs incurred to rehabilitate burned lands, such as seeding, check dam construction, and archaeological mitigation.
 7. **Waste, Fraud, and Abuse Costs.** Costs resulting from waste, fraud, or abuse.
- C. **Final Cost Determination:** Costs can be determined by using incident generated data, which will include actual and estimated expenditures or may be finalized using agency financial records.
- D. **Transfer of Responsibility Procedures:** When IMTs transition, the departing team must brief incoming team on all cost sharing agreements and documentation to date. If there is a change in the Agency Administrators or representatives, they must have clear understanding of all the decisions and agreements used to develop the final cost-share percentages and conditions of the final agreement.

An after-action fiscal review will be conducted within 90 days of the fire being declared out. Fire cost tracking and accountability (i.e., air tanker and helicopter drop numbers and location) should be established and maintained early during initial attack.

X. LAND MANAGEMENT CONSIDERATIONS:

1. Sparks Municipal Fire Department will abide by and implement the BLM’s land management fire suppression guidelines and restrictions for suppression action taken in special management areas, as determined in the BLM fire management planning process, and/or with guidance from an agency resource advisor.

2. The BLM will provide Sparks Municipal Fire Department with federal land management fire suppression guidelines, and provide updated information in a timely manner to Sparks Municipal Fire Department as the guidelines change.
3. The BLM will provide resource advisors as needed to fires on federal jurisdiction to ensure appropriate suppression guidelines are followed. Sparks Municipal Fire Department will abide by and implement these guidelines during any suppression actions.

XI. FIRE PREVENTION ACTIVITIES

A. General Cooperative Activities:

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

B. Information and Education:

1. Joint Press Releases:

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

2. Smokey Bear Program:

Protecting units should cooperate in the coordinated delivery of Smokey Bear program in direct protection areas.

3. Local Education Program:

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

4. Fire Prevention Signs:

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

XII. GENERAL PROVISIONS:

1. Local Fire Team

Participation of the Sparks Municipal Fire Department resources is encouraged on area and national IMT's and as single resources.

2. Updating of Plan:

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

3. Interagency Training:

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

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

XIII. MUTUAL UNDERSTANDING:

1. Either agency may, upon its own initiative and/or after prompt, proper notification, take immediate action to attack a wildland fire within the Sparks Municipal Fire Department or BLM jurisdictional lands. None of the agencies to this agreement shall perform any fire suppression action which is contrary to the limitations found within this agreement, and any reimbursement shall be pursuant to this agreement.
2. Incident Command System: The Agencies to this Agreement will operate under the concepts of the National Interagency Incident Management System (NIIMS) and its Incident Command System (ICS), as appropriate for providing qualified resources and for management of incidents encompassed under the terms of this Agreement. During initial attack, all Agencies will accept each other's training and qualifications, and equipment standards. Once jurisdiction is clearly established, the standards of the Agency with jurisdiction will be applied.
3. The first qualified agency fire officer on-scene shall assume command responsibility relinquishing responsibility to a qualified jurisdictional Incident Commander upon their arrival.
4. All agencies agree to take no suppression or support action which would constitute a reimbursable billing action per this agreement, unless authorized by a Chief Officer or a Line Officer of the jurisdictional agency. If it is determined that the fire is confined to the sole jurisdiction of either party, then the jurisdictional agency

will designate an Incident Commander.

5. Responses to BLM fires by the Sparks Municipal Fire Department resources will be documented on the BLM Field Fire Report form, and submitted to the BLM within five (5) working days. The BLM shall provide to the Sparks Municipal Fire Department Field Fire Report Forms.
6. The BLM is not responsible for fighting structure fires, but may assist in providing structure protection, as trained and capable, when wildland fires threaten to engulf structures. The Sparks Municipal Fire Department is responsible for structure protection and fire suppression and related costs within its own jurisdiction.
7. Each agency will provide a yearly update of Fire Officers, station locations, resources, radio call-numbers/frequencies, and authorize frequency use in the Annual Operating Plan.
8. Prior to April of each year, the BLM with Sparks Municipal Fire Department designees shall review the Annual Operating Plan as an addendum to this agreement.
9. When a fire that is burning solely on one jurisdictional agency's land and is deemed to be threatening another jurisdictional agency's lands, the agencies to this Agreement may elect to absorb the cost of their resources used to protect their jurisdictional lands. The determination of when the fire becomes a threat will be made by the jurisdictional agency's chief officer on scene of that incident and the justification of the determination will be documented in the cost share agreement.
10. 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 protection resources are no longer needed on an incident they will be a priority for release.

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

For incidents involving both agency's' DPA's the cost share agreement should identify financial obligation within its own jurisdiction.

XIV. STAFFING PLAN and CONTACT LIST

Staffing Plan for Carson City BLM

Station	Chief Officer	Engine	Equipment
Doyle	3910	CCD-E3324, PNF E15	PNF Dozer 1
Stead	3910	CCD-E3323, HTF E413	
Palomino Valley	3911	CCD –E3333, E3335	
Parkway	3911	CCD-E3334	
Carson City	3912	CCD-E3362, E3464, E3361	
Fish Springs	3912	CCD-E3363	
Fallon	3911	CCD-E3666	
Markleeville	3912	CCD-E3665	

Carson City Bureau of Land Management Contact List

<u>Staff Officers</u>	<u>Office</u>	<u>Mobile</u>
Duty Officer Phone		223-2760
FMO – Shane McDonald 3900	885-6103	309-7448
AFMO – Russell Bird 3901	885-6104	721-2272
Fuels – Tim Roide 3902	885-6185	230-1004
Aviation – Shane Charley 3903	885-6182	720-3411
Prevention – Dennis Terry 3904	885-6197	781-5411
BC –Dan Gustafson 3910	530-827-2220	846-3156
BC – Billy Britt 3911	475-0350	721-7107
BC – Scott Johnson 3912	885-6195	721-2048
Hotshots – Kevin Kelly	885-6186	720-0136

Facilities:

Sierra Front Dispatch	775-883-5995
Stead Air Attack Base	775-972-9201
Doyle Station	530- 827-2220
Fish Springs Station	775-782-4054
Stead Station	775-972-4129
Palomino Station	775-475-0350
Carson City Station	775-885-6000

Parkway Station	775-720-7443
Fallon Station	775-423-2482
Markleeville Station	530-694-2142

A. Anticipated Full Staff Deployment Period: May thru October

**2012 Annual Operating Plan for the
City of Sparks Fire Department**

CONTACT PERSONS AND PHONE NUMBERS

Sparks Fire Department Staff Officers:

	<u>Office</u>	<u>Cellular</u>
<input type="checkbox"/> Fire Chief, Andy Flock	353-2254	527-3704
<input type="checkbox"/> Division Chief / Operations, Andy Koski	353-2265	527-3705
<input type="checkbox"/> Division Chief / Admin & Training, Tom Garrison	353-1618	527-3703
<input type="checkbox"/> A Shift Battalion Chief, Chris Maples	353-2258	720-7572
<input type="checkbox"/> B Shift Battalion Chief, Barry Hagen	353-2258	813-1313
<input type="checkbox"/> C Shift Battalion Chief, Dave Niehaus	353-2258	560-2033

Fire Stations:

<input type="checkbox"/> Station 1, 1605 Victorian Avenue	353-2259
<input type="checkbox"/> Station 2, 2900 N. Truckee Lane	353-2252
<input type="checkbox"/> Station 3, 1750 E. Greg Street	353-2395
<input type="checkbox"/> Station 4, 1450 Disc Drive	626-4784
<input type="checkbox"/> Station 5, 6490 Vista Boulevard	626-4794
Administrative Office, 1605 Victorian Ave; Sparks, NV 89431	353-2255

XV BILLING PROCEDURES:

1. Billing Content: A separate bill will be submitted for each fire. Bills will be identified by fire name, location, jurisdictional unit, and appropriate order number, and will be supported by adequate documentation and broken down by categories

(direct, support, air, and retardant). Billings for fire suppression assistance will not include administrative overhead or other costs not supported by a resource order. Documentation in support of the billing will include:

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

- ❖ Narrative cover letter.
- ❖ Cooperator name, address, phone number, and agency financial contact.
- ❖ Agreement number.
- ❖ Incident name and number.
- ❖ Dates of the incident covered by the billing.
- ❖ Location and jurisdictional unit.
- ❖ Appropriate incident number.
- ❖ Summary cost data for the amount being billed. Use incident cost information or standard generated costs reports generated by the Agency to support the billing whenever possible.
- ❖ Copies of resource orders and other supporting documentation, such as OF-288s, CTRs, Labor Reports, Receipts for meals and lodging, and any other billable expenses.
- ❖ Copies of applicable cost share agreements.

Billing Addresses:

- All bills for services provided to SMFD will be mailed to the following address for payment:
 - Sparks Municipal Fire Department
 - Andy Flock, Fire Chief
 - 1605 Victorian Ave
 - Sparks, Nevada 89431
 - Attn: Finance Division

- All bills for services provided to the Bureau of BLM will be mailed to the following address for payment:
 - United States Department of the Interior
 - Bureau of Land Management
 - Fire & Aviation
 - Carson City District Office
 - 5665 Morgan Mill Road
 - Carson City, NV 89701

XVI. PROTECTION ORGANIZATION & RATES

1. Billable protection rates will conform to the rate schedule.
2. Any incidents beyond local mutual aid that are considered Assistance for Hire shall be paid as Portal to Portal pay as all Sparks Municipal Fire Department personnel have been designated entitlement to “portal to portal pay” by home agency per the rate schedule.
3. Equipment is not included in portal to portal pay provisions; however rate will be reimbursed at the rate indicated in the rate schedule.
4. When an incident does not provide subsistence for assistance-by-hire personnel then per diem at the federally established regional or CONUS rate shall apply. Documentation in the form of receipts must be provided for reimbursement.
5. Equipment will not be considered portal to portal pay. Equipment will be reimbursed at the rate indicated in the rate schedule.
6. Daily Rate: includes maintenance and repair of vehicles (except damage that occurred on the incident).

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

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

SPARKS MUNICIPAL FIRE DEPARTMENT RATE SCHEDULE

A. EQUIPMENT AND PERSONNEL

Rates are based on cost to Sparks Municipal Fire Department. The billed rate will be portal to portal at the actual cost to the department including the backfill of personnel on shift to meet the agency specific staffing requirements. Where backfill is required, the overtime costs for the backfill will be billed to the incident and the regular time for personnel on the incident will not. The invoiced amounts for the backfill (56 hour employees only) will be shown on the same invoice as personnel assigned to the incident. Billed rates may be different than the rate quoted in this document.

Apparatus and support equipment responding to an incident on a resource order (“E” number) will be billed for hours worked as indicated on the Crew Time Report/Shift Ticket and will include travel time. Apparatus and Equipment are not included in portal to portal pay provisions. Reimbursement for all apparatus and equipment will be at the rate quoted in this document.

For Rate Schedule see EXHIBIT “B”.

B. BLM RATE SCHEDULE

Rates listed are based on actual cost to government rates as of the 01/12 Work Plan. The list of positions and rates are not all- inclusive. Billed rates will be at the actual cost to the government and may be different than the rate quoted in this document.

For Rate Schedule see EXHIBIT “A”

IN WITNESS WHEREOF, the parties have executed this Annual Operating Plan as of

Concurrence:

_____ Date _____
Bernadette Lovato
District Manager
Bureau of Land Management
Carson City District Office

_____ Date _____
Shane McDonald
Fire Management Officer
Bureau of Land Management
Carson City District Office

_____ Date _____
KENDA TUCKER
Chief of Contracting
Nevada State Office
Bureau of Land Management

_____ Date _____

Geno Martini
Mayor
Sparks, Nevada

_____ Date _____

Andy Flock
Fire Chief
Sparks Municipal Fire Department
Sparks, Nevada

Attest to:

_____ Date _____

City Clerk

Approved as to form:

_____ Date _____

Sparks Municipal Fire Department Attorney's Office

EXHIBIT "A"

2013 AOP Costs Bureau of Land Management

Labor Cost Ranges

Ground resources:

Firefighters	GS-3 thru GS-5	\$20.54 - \$26.57*
Engine Operators	GS-5 thru GS-6	\$26.57 - \$33.97*
Engine Captains	GS-7	\$35.17*
Battalion Chiefs	GS-8 thru GS-9	\$41.88 - \$46.17*
Fire Staff IC 3's	GS-11 thru GS-12	\$48.72 - \$58.40*

Aviation resources:

Ramp Managers	GS-5	\$26.57*
Tanker Base Managers	GS-7 thru GS-9	\$28.15 - \$38.27*
Air Attack Manager	GS-9	\$38.27*

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

Ground Resource Vehicle Costs

Type 3 Engine Model 14	Hourly Rate	\$118.53/hour
Type 3 Wildland	Hourly Rate	\$103.70/hour
Type 4 Engine (Unimog)	Hourly Rate	\$150.34/hour
Type 6 Engine Enhanced light	Hourly Rate	\$60.02/hour
Type 6 Light	Hourly Rate	\$67.64/hour
Command Vehicles	Mileage Rate	\$0.73 /mile
IHC Crew Carriers	Mileage Rate	\$2.94 /mile
Superintendent Truck	Mileage Rate	\$1.75/mile
Utility Vehicles	Mileage Rate	\$0.73 /mile
1 Ton Warehouse Stakeside	Mileage Rate	\$1.25 /mile
2 ½ Ton Warehouse Stakeside	Mileage Rate	\$1.65 /mile

Aviation Resources

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

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

Aircraft Costs - Helicopters:

- ❖ Type I Helicopter: \$3,300.00 to \$7,300.00 per flight hour depending on model.

- ❖ Type II Helicopter: **\$1,800.00 to \$3,700.00** per hour depending on model.
- ❖ Type III Helicopter: **\$750.00 to \$2,500.00** per hour depending on model.
- ❖ Service Miles for support vehicles: **\$3.00** a mile.

Aircraft Costs - Retardant:

- ❖ Retardant is \$1.86 to \$4.09 per gallon depending on gallons used
- ❖ SEAT: 800 gallon load of retardant
- ❖ P2V: 2,400 gallon load of retardant
- ❖ BAE: 3,000 gallon load of retardant

Aircraft Costs - Air Tankers and SEATS:

- ❖ AT-802 SEAT: **\$2,800.00 to \$3,600.00** per hour depending “on call” contract.
- ❖ P2V: **\$5,490.00 to \$6,200.00** per flight hour depending on tanker used.
- ❖ S2: **\$3,800.00 (est.)** per flight hour.

Aircraft Costs - Aerial Supervision:

- ❖ Air Attack: **\$750.00 to \$1,100.00** per flight hour.

Note: Costs are estimates which will vary depending on contractor make and model.

EXHIBIT "B"

2012 Annual Operating Plan for the City of Sparks Fire Department

PERSONNEL AND EQUIPMENT BILLING RATES

The following reimbursement rates apply to responses under the terms and conditions of the current "Cooperative Agreement".

PERSONNEL BASE RATES

Base rates are shown at straight time, but will be billed, portal to portal, at the actual cost to the department including the backfill of personnel on shift to meet the agency specific staffing requirements. Where backfill is required, the overtime costs for the backfill will be billed to the incident and the regular time for personnel on the incident will not. The invoiced amounts for the backfill (56 hour employees only) will be shown on the same invoice as personnel assigned to the incident. Billed rates may be different than the rate quoted in this document.

<input type="checkbox"/> Division Chief	\$59.33/hr
<input type="checkbox"/> Battalion Chief	\$36.67/hr
<input type="checkbox"/> Training Captain	\$42.26/hr
<input type="checkbox"/> Fire Captain	\$27.10/hr
<input type="checkbox"/> Fire Apparatus Operator	\$23.76/hr
<input type="checkbox"/> Firefighter/EMT II	\$21.63/hr
<input type="checkbox"/> Investigator/Inspector	\$36.52/hr
<input type="checkbox"/> Mechanic	\$31.53/hr

APPARATUS / VEHICLE RATES

Apparatus and support equipment responding to an incident on a resource order ("E" number) will be billed for hours worked as indicated on the Crew Time Report/Shift Ticket and will include travel time. Apparatus and Equipment are not included in portal to portal pay provisions. Reimbursement for all apparatus and support equipment will be at the rate quoted in this document.

<input type="checkbox"/> Structure Engine - Type I	\$90.00/hr
<input type="checkbox"/> Brush Engine - Type III	\$70.00/hr
<input type="checkbox"/> Brush Engine – Type VI	\$70.00/hr
<input type="checkbox"/> Water Tender Type I	\$70.00/hr
<input type="checkbox"/> Haz Mat Unit	\$100.00/hr
<input type="checkbox"/> Heavy Rescue Unit	\$75.00/hr

- | | |
|---|-------------|
| <input type="checkbox"/> Heavy Rescue Unit w/ Trailer | \$85.00/hr |
| <input type="checkbox"/> Water Rescue Unit | \$85.00/hr |
| <input type="checkbox"/> Aerial Apparatus | \$120.00/hr |

Support Equipment Rates:

- | | |
|--|------------------------------------|
| <input type="checkbox"/> Command Vehicle - SUV | \$96.00/day plus \$0.56.5 per mile |
| <input type="checkbox"/> 4x4 Pickup | \$96.00/day plus \$0.56.5 per mile |
| <input type="checkbox"/> 2x4 Pickup | \$86.00/day plus \$0.56.5 per mile |
| <input type="checkbox"/> Polaris Ranger UTV | \$100.00/day |
| <input type="checkbox"/> Privately Owned Vehicle | \$0.56.5 per mile |

Exhibit C
Example Cost Share Agreement

COST SHARE AGREEMENT

USDA FOREST SERVICE

And

STATE OF CALIFORNIA

DEPARTMENT OF FORESTRY AND FIRE PROTECTION

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

INCIDENT NAME: Berry Fire

INCIDENT NUMBER BY AGENCY: CAL FIRE – CA-RRU-055439
USFS – P5A7MP

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

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

COOPERATIVE FIRE PROTECTION NUMBERS:

INCIDENT CAUSE: Under investigation

COMMAND STRUCTURE: Unified command
Start Date/Time: July 11, 2007 at 1800
End date/time: July 16, 2007 at 1800

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

INCIDENT COMMANDER: HECTOR MONTANO, CAL FIRE
INCIDENT COMMANDER: MICHAELA MELTOR, USFS

AGENCY REPRESENTATIVE: CAL FIRE – HECTOR MONTANO
UNIFIED ORDERING POINT: Perris Emergency Command Center

Exhibit C – Continued
SAMPLE COST SHARE AGREEMENT

Agency Representatives participating in development of this cost share agreement:

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

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

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

Exhibit C – Continued

SAMPLE COST SHARE AGREEMENT

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

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

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

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

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

MICHAELA MELTOR
Forest Service

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

Signature, Agency Representative

Signature, Agency Representative

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

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

Telephone: (000) 999-1234

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

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

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24356 Nobe Street
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Maryanna Cycle
USDI, BLM
2800 Cottage Way, Rm W-1834 210
Sacramento, CA 95825
(911) 999-2222

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

Attachments will follow, if applicable.