

2015
ANNUAL OPERATING PLAN
FOR COOPERATIVE FIRE PROTECTION AGREEMENT
Between
BUREAU OF LAND MANAGEMENT, CARSON CITY DISTRICT OFFICE
CARSON CITY, NEVADA
And
THE SPARKS MUNICIPAL FIRE DEPARTMENT
SPARKS, NEVADA

I. IDENTIFICATION OF ADMINISTRATIVE UNITS

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

Department of the Interior, Bureau of Land Management
Fire & Aviation
Carson City District Office
5665 Morgan Mill Rd.
Carson City, NV 89701

Sparks Municipal Fire Department
Attention: Tom Garrison, Fire Chief
1605 Victorian Ave
Sparks, Nevada 89431

II. AUTHORITY

This Annual Operating Plan (AOP) is required by the Cooperative Wildland Fire Management Agreement # BLM-NV-CFPA-NVC00340-2014-004 (herein after called the agreement) between the Sparks Municipal Fire Department and the Bureau of Land Management, Carson City District Office. This plan shall be attached to and become an exhibit of the agreement upon signature of all parties, and shall be reviewed annually not later than April 1st.

III. PURPOSE

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

IV. DEFINITIONS AND DESCRIPTIONS

Direct Protection Area (DPA):

If a DPA between agencies is established, approved and identified it will be attached as an exhibit to the agreement. 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.

The Sparks Municipal Fire Department is primarily responsible for suppression of structural fires, structure protection and wildland type fires occurring on any private, County, or City Land within the Boundaries of the Sparks Municipal Fire Department. The Sparks Municipal Fire Department is responsible for structure protection and fire suppression and related costs.

The BLM is primarily responsible for suppression of wildland fires on federal lands within the protection boundaries of the Carson City District Office and other lands identified in local agreements.

The BLM will not assume responsibility for structure fire suppression and/or protection that are the legal jurisdiction of another entity (State, Tribal, county, local, or property holder). The BLM may assist in providing structure protection, as trained and capable, when wildland fires threaten to engulf structures.

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 will be considered:

- a. 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.
- b. 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.
- c. For all multi-jurisdictional incidents, a cost share agreement will be developed, documented and signed. Mutual aid shall be provided within the limits of local resources.
- d. Defined as resources within the local dispatch center's area of responsibility, neither party should be required to deplete its own fire protection resources, services and facilities to the detriment of its fire protection responsibilities.
- e. For the purpose of this agreement, all hand crews and aircraft will be considered assistance by hire, unless described otherwise in a cost share agreement.

VI. OPERATING PROCEDURES

a. Ordering Process:

- i. Single ordering point process will be used when in unified command.
- ii. 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.

b. 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), and large airtankers. These aircraft play a critical role in supporting firefighters on the ground.

i. Pilot and Aircraft Approval:

1. All pilots and aircraft involved with aviation suppression operations over Federal Lands will be approved and carded for their specific mission(s) by Office of Aircraft Services (OAS) or United States Forest Service (USFS).

ii. Boundary Issues:

1. The requirement for increased management and coordination is due to the possibility of two or more agencies/cooperators conducting simultaneous, uncoordinated aviation operations within those areas which would unknowingly put the responding aerial resources within close proximity to one another, placing aircraft and crews at risk. Airspace boundary plans should be employed in areas where this occurs. Any agency conducting aerial operations within a "neutral air" corridor or zone (10 mile width) will immediately notify the adjoining agency/cooperator of such operations. This is accomplished to and from dispatch offices prior to the commencement of operations and when operations cease. Agency aircraft will establish contact on the assigned air-to-air frequency. Should contact not be made, the contact air-to-air frequency will be "Air Guard" 168.625 Mhz. Examples of aviation operations include fire reconnaissance, fire suppression missions, special aviation projects, resource management flights, helicopter logging, etc.

iii. Airspace De-confliction:

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

iv. 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).

v. Fire Traffic Area (FTA):

The Incident Commander will monitor the assigned Air to Ground frequency assigned to the incident.

At no less than 12 nautical miles, all aircraft will establish radio communication with the incident before entering the Fire Traffic Area. If positive radio communication is not established, aircraft must hold at 7 nautical miles.

c. Sharing of Facilities:

i. 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.

ii. Incidents:

Agencies to this agreement agree that the use of facilities will be free for the first twenty-four hours (24) for incident support. After 24 hours facilities will be rented to the other agency. Facilities such as fire stations and work centers are not designed to support the large numbers of personnel involved in incidents. Bases and camps need to be established if the incident goes beyond initial attack and/or a large number of personnel is required by the incident.

d. 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 "V" Fire (White Fire) frequencies as tactical channels is mandatory to ensure common communications on the fire ground.

BLM frequencies per this plan:

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

Sparks Municipal Fire Department frequencies per this plan:

RX	TONE	TX	TONE	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

e. Notification and Reports:

Fires occurring on or threatening lands inside the boundaries of the Sparks Municipal Fire Department will be reported immediately to County 9-1-1 Dispatch.

Fires occurring on or threatening lands of federal ownership inside the boundaries of the BLM will be reported immediately to the Sierra Front Interagency Dispatch Center (SFIDC), telephone (775) 883-5995.

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

Sierra Front Interagency Dispatch Center is open year round. Summer hours are typically 7 days a week 7:30am to 8:00pm and extending to later hours during high fire activity. Winter hours are typically Monday-Friday 8:00am to 4:30pm. The after-hours on call dispatch phone number is (775) 721-0312 or (775) 230-4782.

VII. ASSISTANCE BY HIRE

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 10/15 through 5/15. During this time period Sparks Municipal Fire Department must contact the BLM duty Officer.

For any “off season” BLM fires to be considered for “Assistance by Hire” reimbursement a BLM Fire Report will be required by the Sparks Municipal Fire Department to be submitted to the BLM within five (5) working days of the fire being contained.

Backfill coverage for shift firefighters will be billable to the incident. The overtime for the backfill will be billed to the incident and the regular time for the person on the incident will not be billed. Backfill will be documented that it is related to the incident resource order.

Responses to false alarms or resources canceled en route will not be billable with the exception of aircraft and hand crews.

Sparks resources beyond 1 mile or past the 12 hour local mutual aid period will be assistance-by-hire.

The Sparks Municipal Fire Department may provide out-of-state assistance to the federal agencies when requested. Such assistance will be considered assistance by hire unless otherwise specified.

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.”

- a. 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.
- b. Where the cooperating agency is BLM, appropriate BLM law enforcement and/or fire investigation personnel will assist the lead agency in making those assessments.
- c. 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.
- d. For all fire trespass matters, cooperating agencies will provide cost figures and cost documentation to the lead agency.
- e. Costs include, but are not limited to, fire suppression, natural resource damages, emergency stabilization, and rehabilitation.
- f. Cooperating agencies will provide an estimate of these costs to the lead agency within 60 days of the fire being declared out.

IX. COST SHARE:

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

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:

- a. Costs to be shared.
- b. Costs to be borne by each agency (not shared).
- c. Method by which costs will be shared.
- d. 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. Jurisdictional agencies may want to implement a method to track costs that occur outside of the cost share period, e.g., assign resources new incident order numbers and establish new agency-specific accounting codes. (See Exhibit A)

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

- a. Initial Attack Agreement.
- b. You Order, You Pay (YOYP).
 - i. A unified ordering point is required and agencies agree to who will order which resources.
 - ii. On-incident support costs may be split by the percentage of agency requested resources.
 - iii. Off-incident support costs are paid for by the ordering unit.
- c. Acres Burned.
- d. Cost Apportionment.

After-action fiscal review will be conducted within 90 days of 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.

Cost Shared Items. The following is a list of items that are typically cost shared in multi-jurisdiction incidents. This list is not all-inclusive. Costs associated with, and incurred by, incident generated resource orders are typically shared.

- a. Aircraft Costs. Aircraft (fixed and rotor wing) and associated retardant and personnel costs.
- b. Equipment Costs. Emergency equipment used to support the incident.

- c. Incident Cache Costs. Cache costs may include refurbish, replacement, resupply, and labor costs.
- d. Incident Rehabilitation Costs. Rehabilitation activities of assigned incident personnel to mitigate further damage to improvements and land occurring from direct suppression activity can be included in cost sharing, e.g., minor fence repair, dozer line, erosion control.
- e. Initial Attack Resource Costs. Initial attack resource costs are included in determining the cost-share percentages and in deriving actual incident costs. In a cost-share incident, agreement provisions for initial attack assistance at no cost do not apply.
- f. Off-Incident Support Sites. Mobilization, demobilization, rest and recuperation sites, etc., usually serve multiple incidents and are 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.
- g. On-Incident Support Costs. Costs incurred for services supplied within the incident, e.g., shower units, catering units, commissary units, cache supplies and materials.
- h. Personnel Costs. Costs of assigned incident personnel including the IMT, crews, casuals, etc.
- i. Transportation Costs. Costs associated with movement of resources to and from an incident.

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

- a. Accountable Property. Accountable and/or sensitive property, as defined by each agency, that is purchased by the agency and becomes property of that agency.
- b. Administrative Overhead Costs. Costs of agency personnel, support, and services not directly assigned or ordered by an incident. These include normal operating expenses such as basic utility costs, buildings and facilities rent, administrative support, and personnel. These costs are usually agency-specific, unless addressed in master or cost share agreements.
- c. Administrative Surcharge. A pre-established percentage applied by an agency to the settlement billing on the net amount owed per master agreement.
- d. Claims Costs. The requesting Agency may reimburse the responding Agency for the cost of emergency apparatus or equipment loss or damage where the loss or damage is directly attributable to the incident, and where the local agency, its employees and/or operational failures in the emergency apparatus

or support equipment are not a contributing factor to such damage or loss. Loss or damage to local agency emergency apparatus or support equipment while enroute to or from an incident and repairs due to normal wear and tear or due to negligent or unlawful operation by the operator shall be the responsibility of the local agency providing the emergency apparatus or equipment.

- e. Loss or damage to local agency emergency apparatus or support equipment occurring on an incident is to be reported to the incident finance section to ensure proper documentation and investigation.
- f. Move Up and Cover Costs. Includes additional costs over and above base salary of “backfilling” agency personnel to meet agency-specific staffing requirements.
- g. Post-Incident Rehabilitation Costs. Costs incurred to rehabilitate burned lands, such as seeding, check dam construction, and archaeological mitigation.
- h. Costs resulting from waste, fraud, or abuse.

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

Transfer of Responsibility Procedures: When IMTs are rotated, the departing team must brief their counterparts 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.

X. LAND MANAGEMENT CONSIDERATIONS:

The 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.

The BLM will provide Department federal land management fire suppression guidelines, and provide updated information in a timely manner to the Sparks Municipal Fire Department as the guidelines change.

The BLM will provide resource advisors as needed to fires on federal jurisdiction to ensure appropriate suppression guidelines are followed. The Sparks Municipal Fire Department will abide by and implement these guidelines during any suppression actions.

XI. FIRE PREVENTION ACTIVITIES

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.

Information and Education:

a. 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.

b. Smokey Bear Program:

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

c. Local Education Program:

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

d. Fire Prevention Signs:

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

XII. GENERAL PROVISIONS:

Incident Management Teams

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

Updating of Plan:

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

Interagency Training:

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

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

XIII. MUTUAL UNDERSTANDING:

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 the BLM jurisdiction. None of the agencies to this agreement shall perform any fire suppression action which is contrary to the limitations found within this agreement, and any reimbursement shall be pursuant to this agreement.

Incident Command System: The agencies to this agreement will operate under the concepts of the National Interagency Incident Management System (NIIMS), FEMA National Incident Management System (NIMS) 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.

The first qualified agency fire officer on-scene shall assume command responsibility relinquishing responsibility to a qualified jurisdictional Incident Commander upon their arrival.

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 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.

Responses to BLM fires by the Sparks Municipal Fire Department will be documented on the BLM Fire Report form, and submitted to the BLM within five (5) working days of the fire being contained. The BLM shall provide to the Sparks Municipal Fire Department Fire Report Forms.

Each agency will provide a yearly update of Fire Officers, station locations, resources, radio call-numbers/frequencies, and authorize frequency use in the AOP.

Prior to April 1st of each year, the BLM, with Sparks Municipal Fire Department designees, shall review the AOP as an addendum to this agreement.

XIV. STAFFING PLAN and CONTACT LIST

Staffing Plan for Carson City BLM

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

Carson City Bureau of Land Management Contact List

BLM DUTY OFFICER PHONE (775) 885-6199

Name	Title	Call Sign	Office	Mobile
Shane McDonald	Chief	CH 3901	(775) 885-6103	(775) 309-7448
Jonathan Palma	Deputy Chief	CH 3902	(775) 885-6104	(775) 309-7781
Adrian Grayshield	Deputy Chief	CH 3903	(775) 887-3521	(775) 720-7443
Shane Charley	Division Chief	DV 3901	(775) 885-6182	(775) 720-3411
Tim Roide	Division Chief	DV 3902	(775) 885-6185	(775) 230-1004
Billy Britt	Battalion Chief	BC 3901	(775) 885-6006	(775) 721-7107
Asad Rahman	Battalion Chief	BC 3902	(775) 885-6195	(775) 309-7486
Dan Gustafson	Battalion Chief	BC 3903	(530) 827-2220	(775) 291-0437
Nate Rasner	Battalion Chief	BC 3904	(775) 475-0350	(775) 721-4699
Kat Gonzales	Battalion Chief	BC 3905	(775) 883-5995	(775) 721-2120
Dennis Terry	Battalion Chief	BC 3906	(775) 885-6197	(775) 781-5411
Keith Barker	Battalion Chief	BC 3907	(775) 885-6120	(775) 315-6104
Ryan Elliott	Battalion Chief	BC 3908	(775) 885-6167	(775) 315-6108
Kevin Kranz	Battalion Chief	BC 3909	(775) 885-6083	(775) 720-8665
Kevin Kelly	Superintendent	Supt 30	(775) 392-3041	(775) 230-1003
Justin Cutler	Captain	Capt 30	(775) 392-3041	(775) 315-6113

Facilities:

Sierra Front Interagency Dispatch Center (775) 883-5995
 Doyle Station (530) 872-2220
 Stead Air Attack Base (775) 972-9201
 Stead Station (775) 972-4129

Palomino Valley Station	(775) 475-0350
Fernley Station	(775) 575-3310
Carson City Station	(775) 885-6000
Fish Springs (Gardnerville) Station	(775) 782-4054

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

SPARKS FIRE DEPARTMENT CONTACT INFORMATION

Sparks Fire Department Staff Officers:

	<u>Office</u>	<u>Cellular</u>
<input type="checkbox"/> Fire Chief, Tom Garrison	353-2254	527-3703
<input type="checkbox"/> Division Chief / Operations, Andy Koski	353-2265	527-3705
<input type="checkbox"/> Division Chief / Admin & Training, Chris Maples	353-1618	720-7572
<input type="checkbox"/> A Shift Battalion Chief, Jim Reid	353-2258	291-8616
<input type="checkbox"/> B Shift Battalion Chief, Shawn McEvers	353-2258	224-6904
<input type="checkbox"/> C Shift Battalion Chief, Jim Kindness	353-2258	762-9098

Facilities:

<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
<input type="checkbox"/> Administrative Office, 1605 Victorian Ave; Sparks, NV 89431	353-2255
<input type="checkbox"/> Sparks Dispatch, 1701 E. Prater Way	353-2231

XV. BILLING PROCEDURES:

Incident Billing Documentation: Federal, state and local cooperators should receive an OF-288, Emergency Firefighter Time Report for each resource assigned to the incident. Resources are to ensure that OF-288s are complete and accurate prior to demobilization from the incident. Incident agencies are not to submit OF-288s to the agency payment center on behalf of the federal (excluding Forest Service AD employees), state or local cooperators. (Note: On smaller local incidents, an SF-261, Crew Time Report, signed by an incident supervisor will suffice in place of an OF-288.)

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

Non-Billable Items

The following items are NOT considered billable by the Agencies:

1. Agency overhead personnel performing agency specific duties and not assigned to the incident
2. Non-expendable accountable property
3. Interest and indemnities payments
4. Agency specific Burned Area Emergency Rehabilitation (BAER) beyond suppression damage rehab
5. False Alarms with the exception of aircraft and hand crews

Billable and Shareable

Indirect Costs Not On Resource Orders:

There are associated costs that both State and Federal Agencies incur in providing resources to an incident. Per the Cooperative Fire Protection Agreement, Clause 29, Assistance by Hire; personnel, equipment, supplies or services provided by a supporting agency and essential to filling the resource order, which are necessary and reasonable, shall be considered as reimbursable as Assistance by Hire. While, on the surface, they are not ordered “by and for the incident,” they are necessary to mobilize ordered resources or acquire services for the incident and are valid charges (i.e. mobilization of crews, equipment contractors etc.). These associated costs that are a result of the incident are considered to be an added cost to the agency. These activities may not be “documented” on a resource order and will be billed using agency specific financial system reports. Examples include, but are not limited, to:

- **Dispatchers**
- **Airbase Costs:** includes salaries, travel expenses, retardant and supplies associated with the airbase in support of the incident.
- **Warehouse/Cache:** includes local and regional cache personnel and associated transportation costs when performing activities in support of the incident.
- **Mobilization Centers:** includes personnel performing activities within a mob center in support of the incident. These mobilization centers are established by agencies to support the incident.
- **Transportation Costs:** includes personnel performing activities in support of the incident or mobilization centers. This may also include salaries, mileage and lodging/per diem.
- **Temporary Incident Payment Center Activity:** includes personnel performing activities in support of the incident, which may include salaries, travel expenses, supplies and temporary facility rental.
- **Agency Support Cost Covered Under Specific Labor Agreements:** includes cost of lodging/per diem and related mileage to and from the incident.
- **Backfill:** backfill coverage for shift firefighters assigned to fire stations will be billable to the incident. The overtime for the backfill will be billed to the incident and the regular time for the person on the incident will not be billed.
- **Invoice Preparation:** includes charges by agency staff for the preparation of incident billing documents/packages.

- **Correction Officers:** all time for State correction officers will be fully reimbursable. Base pay and overtime is reimbursable if there is no back fill. If the Department of Corrections back fills then only overtime for the correctional officer and backfill is reimbursable.

Federal Agency: BLM will submit bills to the Sparks Municipal Fire Department whenever the Sparks Municipal Fire Department is the protecting agency and billing is appropriate. If either party provides a billable service on an incident (either assistance by hire or cost share) on which the cooperator is a party to the Nevada WFPP, billings will be submitted to Nevada Division of Forestry for payment.

Sparks Municipal Fire Department Billings:

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

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

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

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

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

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

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

State Fires (Out of State): Submit all billings for state fires outside the state of Nevada to the Humboldt-Toiyabe NF, 1200 Franklin Way, Sparks, NV 89431.

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

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

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

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

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

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 or other supporting documentation. Documentation in support of the billing will include:

- Narrative cover letter.
- Cooperator name, address, phone number, and agency financial contact.
- Agreement number.
- Tax ID/DUNS number.
- Incident name and number.
- Dates of the incident covered by the billing.
- Summary cost data for the amount being billed. Use costs reports generated by the agency to support the billing whenever possible.
- Copies of resource orders and other supporting documentation.
- Copies of applicable cost share agreements.

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

Billing Addresses:

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

Sparks Municipal Fire Department
Attention: Tom Garrison, Fire Chief
1605 Victorian Ave
Sparks, Nevada 89431

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

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

XVI. PROTECTION ORGANIZATION & RATES

Billable protection rates will conform to the rate schedule.

Vehicles and equipment operated under the federal excess property system will only be reimbursed for maintenance and operating costs.

Portal to Portal pay provisions will be acceptable when the Sparks Municipal Fire Department personnel have been designated entitlement to “portal to portal pay” by home agency per the rate schedule.

Equipment is not included in portal to portal pay provisions; however mileage will be reimbursed at the rate indicated in the rate schedule. Federal, state and local agency equipment rates shown are considered “wet”. Fuel, oil, etc. provided by the incident agency is billable by the incident agency. Operating supplies for rental vehicles is reimbursable and can be billed to the incident agency. Documentation in the form of receipts must be provided for reimbursement.

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

DEPARTMENT RATE SCHEDULES:

2015 SPARKS MUNICIPAL FIRE DEPARTMENT RATE SCHEDULE

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 for the position of the person assigned to the incident. This includes the backfill (shift employees only) for the position to meet the agency specific staffing requirements. Personnel rates are billed based upon the current labor agreement and/or resolutions as approved by the City Council. Actual cost may be different than the rate quoted in this document.

- Division Chief \$59.33/hr
- Battalion Chief \$36.67/hr
- Training Captain \$45.07/hr
- Fire Captain \$28.89/hr
- Fire Apparatus Operator \$25.35/hr
- Firefighter/EMT II \$23.07/hr
- Investigator/Inspector \$36.52/hr
- Mechanic \$31.53/hr

APPARATUS RATES:

Apparatus 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.

- Structure Engine - Type I \$187.33/hr
- Brush Engine - Type III \$151.43/hr
- Brush Engine – Type VI \$93.86/hr
- Water Tender Type I \$117.23/hr
- Haz Mat Unit \$212.50/hr
- Heavy Rescue Unit \$175/hr
- Water Rescue Unit w/ Boat(s) \$85.00/hr
- Aerial Apparatus \$200.00/hr

SUPPORT EQUIPMENT RATES:

- Command Vehicle - SUV \$96.00/day plus \$0.57.5 per mile
- Pickup \$86.00/day plus \$0.57.5per mile
- Other (¾ ton & above) \$96.00/day plus \$0.57.5per mile
- Polaris Ranger UTV \$150.00/day
- Privately Owned Vehicle \$0.57.5per mile

BLM RATE SCHEDULE

Rates based on actual cost to government personnel rates for fiscal year 2015 for the Carson City District Office. Billed rate will be at the actual cost and may be different than the rate quoted in this document.

Labor Cost Ranges

Ground resources:

Firefighters	GS-3 thru GS-5	\$20.96 - \$27.11*
Engine Operators	GS-5 thru GS-6	\$27.11 - \$34.65*
Engine Captains	GS-7	\$35.88*
Battalion Chiefs	GS-8 thru GS-9	\$42.72 - \$47.10*
Fire Staff IC 3's	GS-11 thru GS-12	\$49.70 - \$59.57*

Aviation resources:

Ramp Managers	GS-5	\$26.11*
Tanker Base Managers	GS-7 thru GS-9	\$35.88 - \$47.10*
Air Attack Manager	GS-9	\$47.10*

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

Ground Resource Vehicle Costs

Type 3 Engine Model 14	Hourly Rate	\$162.73/hour
Type 3 Wildland	Hourly Rate	\$144.70/hour
Type 6 Engine Enhanced light	Hourly Rate	\$78.50/hour
Type 6 Light	Hourly Rate	\$81.29/hour
Command Vehicles	Mileage Rate	\$0.71 /mile
IHC Crew Carriers	Mileage Rate	\$4.20 /mile
Superintendent Truck	Mileage Rate	\$1.81/mile
Utility Vehicles	Mileage Rate	\$0.77 /mile
1 Ton Warehouse Stakeside	Mileage Rate	\$1.25 /mile
2 ½ Ton Warehouse Stakeside	Mileage Rate	\$1.65 /mile

Aircraft Costs

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

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

Aircraft Costs - Helicopters:

Type I Helicopter: \$7500.00 and up per flight hour.

Type II Helicopter: \$1750.00 to \$3500.00 per hour depending on model.

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

Service Miles for support vehicles: \$3.00 a mile.

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

Aircraft Costs - Retardant:

Average retardant is \$3.50/gallon

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

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

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

Aircraft Costs - Air Tankers and SEATS:

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

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

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

S2: \$3,000.00 to \$3,500 per flight hour.

Aircraft Costs - Aerial Supervision:

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

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

IN WITNESS WHEREOF, the parties have executed this Annual Operating Plan effective the last date listed below.

Concurrence:

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

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

Date _____
DAVID APPOLD
Chief of Contracting
Bureau of Land Management

Date _____
GENO MARTINI
Mayor
City of Sparks, NV

Date _____
TOM GARRISON
Fire Chief
Sparks Municipal Fire Department

Attest to:

Date _____
Sparks City Clerk

Approved as to form:

Date _____
Sparks City Attorney