

COOPERATIVE FIRE PROTECTION AGREEMENT

Between

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

And

**SPARKS MUNICIPAL FIRE DEPARTMENT
SPARKS, NEVADA**

AGREEMENT NUMBER: _____

This Cooperative Fire Protection Agreement is made and entered into by and between the following entities, who may be referred to herein jointly as the Agencies to this Agreement: (1) The United States Department of Interior, Bureau of Land Management, Carson City District Office, hereinafter referred to as the Federal Agency or BLM and (2) Sparks Municipal Fire Department, hereinafter referred to as the Department.

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

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

I. PURPOSE:

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

II. STATEMENT OF MUTUAL BENEFITS:

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

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

This Agreement is also limited to wildland fire management and does not include non-wildland fire management or medical aid responses. However, this Agreement does not preclude agencies from supporting one another in emergency situations as provided by their respective policies, procedures, or other Agreements. In the event of a Presidential Disaster Declaration the agencies may assist one another under the provisions of this Agreement as long as the requested resources are available and all other provisions are met.

III. AUTHORITY:

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

Specifically, Sparks Municipal Fire Department provide for wildland and structure protection on their administered lands within the State of Nevada.

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

- The Federal Land Policy and Management Act of 1976 (43 U.S.C. 1748 et seq.), the Protection Act of 1922 (42 Stat. 857; U.S.C. 594).
- The Reciprocal Fire Protection Agreement Act of 1955 (42 U.S.C. 1856 et seq.).
- Department of the Interior and Related Agencies Appropriations Act of 1999, as included in Public Law 105-277, section 101(e).
- The Department of the Interior DM 620, and the Bureau of Land Management Manual 1203 and amendments thereto.
- The Stafford Act, Public Law 93-288 as amended (42 U.S.C. 5121 et seq.).
- The Granger-Thye Act of 1950 (16 U.S.C. 572).
- The Cooperative Funds and Deposits Act of 1975 (16 U.S.C. 565a 1-3).

IV. MUTUAL AID:

The BLM agrees:

1. That upon discovery or report of a fire, or through a dispatch request, the BLM will respond with firefighting resources to any wildland fire within the Departments' jurisdiction or within the Departments' "response areas"

(i.e., “General County” lands for which the Department have response obligations) that is perceived to threaten lands under federal jurisdiction (see attached map – Exhibit A). Fire protection services are limited to those related to wildland fire suppression as opposed to structural fire suppression or protection. The Federal Agencies are not responsible for fighting structure fires, but may assist in providing structure protection, as trained and capable, when wildland fires threaten to engulf structures. The Department is responsible for structure fire suppression, structure protection and related costs within their jurisdictional boundaries.

2. Mutual aid, for the purposes of this Agreement is the initial attack action taken, either voluntarily, upon request of the Department, or on a preplanned basis by the participating agencies. The participating agencies will provide fire suppression equipment and mutual-aid assistance within their own protection guidelines, safety limitations, and availability of resources, without unnecessary depletion of resources.

3. To provide mutual-aid assistance to the Sparks Municipal Fire Department for a period of 12 hours inside the city limits of the City of Sparks within one mile of federal lands. All areas outside of the one mile shall be considered assistance for hire per Section VI. The 12-hour period shall begin from the time of initial dispatch. The BLM will bill only for the resources that are on the incident past 12 hours including travel time from release of the incident and any equipment rehabilitation which will be limited to 2 (two) hours maximum. The rates will be posted and updated in the Annual Operating Plan. In the event the incident requires an extensive commitment of resources beyond preplanned basis, and/or involves multiple jurisdictions or goes into extended attack in the first burning period or is longer than 12 hours, then the cost of all resources on the incident will be covered in a Cost Share Agreement (Exhibit B) and cost of those resources will be billed retroactive from the time of dispatch. Mutual aid fire suppression assistance is normally supplied by the existing initial attack forces of the agencies, therefore, it is agreed that such forces are to be released and returned to their respective stations at the earliest practical opportunity. Aircraft and Hand crews are excluded from mutual aid and will be considered as assistance by hire unless dispatched to incident without a mutual aid request for those resources by Sparks Fire Department.

The Department agrees:

1. That upon discovery or report of a fire, or through a dispatch request, the Department will respond with firefighting resources to any wildland fire within the federal jurisdiction that is perceived to threaten lands under the Departments' jurisdiction or within the Departments' "response areas" (i.e., "General County" lands for which the Department have response obligations) (see attached map – Exhibit A). A response outside of the Departments' boundaries or response area without the request of the BLM will be considered voluntary mutual assistance and is non-reimbursable unless otherwise agreed to in a cost-share Agreement. Structure protection within the Departments' jurisdiction is the responsibility of the Department.
2. Mutual aid, for the purposes of this Agreement is the initial attack action taken, either voluntarily, upon request of the Federal Agencies, or on a preplanned basis by the participating agencies the participating agencies will provide fire suppression equipment and mutual-aid assistance within their own protection guidelines, safety limitations, and availability of resources, without unnecessary depletion of resources.
3. To provide mutual-aid assistance to the BLM for a period of 12 hours on Federal lands within one mile of Sparks City Limits. All assistance on Federal lands beyond one mile of Sparks City Limits shall be considered as assistance for hire per Section VI of this agreement. The 12-hour period shall begin from the time of initial dispatch. The Sparks Municipal Fire Department will bill only for the resources that are on the incident past 12 hours including travel time from release of the incident and any equipment rehabilitation which will be limited to 2 (two) hours maximum. The rates will be posted and updated in the Annual Operating Plan. In the event the incident requires an extensive commitment of resources beyond preplanned basis, and/or involves multiple jurisdictions or goes into extended attack in the first burning period or is longer than 12 hours, then the cost of all resources on the incident will be covered in a Cost Share Agreement (Exhibit B) and cost of those resources will be billed retroactive from the time of dispatch. Mutual aid fire suppression assistance is normally supplied by the existing initial attack forces of the agencies, therefore, it is agreed that such forces are to be released and returned to their respective stations at the earliest practical opportunity. Aircraft and Hand Crews are excluded from mutual aid and will be considered as assistance-by-hire.

V. INTERAGENCY COOPERATION:

1. A fire burning on, or adjacent to, a jurisdictional boundary will be the initial attack responsibility of the protecting agencies on either side of the boundary. The Initial Attack Incident Commander in consultation with the involved agency representative shall mutually agree upon fire suppression objectives, strategy, and the commitment and funding of agency suppression resources. Incident objectives will reflect the priorities of; human life/firefighter safety, protection of property and natural resource values. Unless it is determined that the fire will remain confined to the sole jurisdiction of one agency, a unified command organization will be implemented. When a fire burns on both sides of a protection boundary, a cost share Agreement will be prepared.
2. When a fire that is burning solely on one jurisdictional agency's land and is deemed to be threatening another jurisdictional agency's lands, the agencies to this Agreement may elect to absorb the cost of their resources used to protect their jurisdictional lands. The determination of when the fire becomes a threat will be made by the jurisdictional agency's chief officer on scene of that incident and the justification of the determination will be documented in the Cost Share Agreement (Exhibit B).
3. The guiding principle for the dispatch of initial attack suppression resources on first alarm is to use the closest available resources regardless of which agency they belong to, and regardless of which agency has the protection responsibility.
4. The Agencies will operate under the concepts of the National Interagency Incident Management System (NIIMS) and its Incident Command System (ICS), as appropriate for providing qualified resources and for management of incidents encompassed under the terms of this Agreement. During initial attack, all Agencies will accept each other's training and qualifications, and equipment standards. Once jurisdiction is clearly established, the standards of the Agency with jurisdiction will be applied.
5. On multiple jurisdiction fires, each agency may provide an incident commander and operate under the concept of unified command. All Agencies to this Agreement agree to utilize a coordinated ordering process when in unified command. This ordering process includes a single ordering point (dispatch center) for boundary and multiple jurisdictional fires.

6. All Agencies to this Agreement agree that multiple jurisdictional fires which are in a unified command structure, a Complexity Analysis (Exhibit C) will be completed to determine the level of the incident management structure. The Complexity Analysis can also be found in the Incident Response Pocket Guide (IPRG) PMS 461, published by the National Wildfire Coordinating Group (NWCG). This Complexity Analysis should be completed periodically during the incident to ensure proper incident management structure is in place.

VI. ASSISTANCE-BY-HIRE:

1. Agencies to this Agreement will provide current assistance-by-hire rate schedules and updates when rates change. The rates will be posted and updated in the Annual Operating Plan.
2. Assistance-by-hire upon a full reimbursement basis will be extended to the agencies, with the exception of mutual aid assistance as provided in Section IV, paragraph 3. The request to hire fire protection assistance must be clear and precise, and shall be processed and recorded through the dispatch system of both agencies. Except for mutual aid, all requests for fire suppression assistance shall be assistance-by-hire. Agencies' personnel, equipment, and/or supplies provided to another agency, but not specifically ordered by that agency, shall be considered a voluntary contribution.
3. The Department will provide mutual aid and ground initial attack resources when available on a year-round basis to fires occurring on federal jurisdiction of within one mile of Sparks City limits, acknowledging that the Federal Agencies response will be delayed due to lack of resources during the time period from fall to spring. This period of time will be addressed in the Annual Operating Plan. For any "off season" BLM fires to be considered for "Assistance by Hire" reimbursement a BLM Field Fire Report or Sparks Fire Incident Report will be required by the Department to be submitted to the BLM within five (5) working days. The BLM shall provide to Department the BLM Field Fire Report Forms.
4. Aircraft and Hand-crews, and all Department resources beyond 1 mile of Sparks City Limits, beyond 12 hours, will be assistance by hire for all incidents except on multi-jurisdictional incidents where the cost of these

resources can be shared according to the Cost Share Agreement.

VII. FIRE TRESPASS:

1. Fire Trespass is defined as the occurrence of unauthorized wildland fire ignited by human activity for which there is evidence of negligence or intent. The federal regulations provide that any injury to resources on the public lands is an act of trespass for which the trespasser will be liable for damages and subject to prosecution. 43 C.F.R. § 9239.0-7; see also 43 C.F.R. § 9212.1 (“Causing” a fire, other than one specifically excepted by regulation, on public lands is a “prohibited act.”). Federal law allows the Bureau of Land Management (BLM) to recover costs it incurred either in suppressing a negligently human-caused wildland fire or in rehabilitating public lands damaged as a result of that fire. National BLM policy requires that BLM pursue cost recovery in all fire trespass matters.
2. In responding to and suppressing a wildland fire, the agency that has the land management jurisdiction/administration role (i.e., the agency that administers the lands where the fire ignited) is considered the “lead agency.” Other agencies, including the BLM, which provide fire protection or perform other fire-related services, are considered “cooperating agencies.” The lead agency is responsible for determining the fire origin and cause of ignition and the suspected person who or entity that negligently or intentionally ignited the fire. Where the cooperating agency is BLM, appropriate BLM law enforcement and/or fire investigation personnel will assist the lead agency in making those assessments. Consequently, at the outset of the investigation, the lead agency must invite federal law enforcement personnel or other appropriate fire investigation personnel to work jointly with the lead agency to determine the fire cause and origin and determine whether the fire was negligently caused. Should the lead agency choose not to investigate, and/or the fire originates on private lands, the lead agency must invite federal law enforcement officers to co-investigate the fire.
3. For all fire trespass matters, cooperating agencies will provide cost figures and cost documentation to the lead agency. Such costs include fire suppression, natural resource damages, emergency stabilization, and rehabilitation. Cooperating agencies will provide an estimate of these costs to the lead agency within 60 days of the fire being declared out. As final

costs are determined, this information also will be provided to the lead agency.

VIII. FIRE TRAINING:

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

IX. FACILITIES:

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

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

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

XI. REGULATIONS AND REQUIREMENTS:

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

XII. COST SHARE:

1. On multi-jurisdictional or multiple operational period incidents that threaten or burn across direct protection boundaries, or fires that exceed the Mutual Aid period, or short duration incidents that entail significant commitment of suppression resources, the parties will jointly develop a written Cost Share Agreement (Exhibit B). Each agency will provide resources as appropriate and available, and the rationale for sharing costs will be documented in a formal Agreement based upon jurisdictional responsibilities or other pertinent factors.
2. A Cost Share Agreement will be developed on the basis of one of the following four criteria:
 - A. Initial Attack Agreement. During initial attack, resources are

dispatched per preseason Agreements or per established operating plans for multi-jurisdictional fire. If the incident is controlled with initial attack resources, agency administrators or delegated agency employee may agree to cost share some or all resource costs (e.g., dozers, hand crews, or aircraft working on both areas of responsibility) regardless of which agency dispatched the resources.

B. You Order, You Pay (YOYP). Under YOYP, each agency is fiscally responsible for the resources they order, regardless of where they are used on the incident. YOYP procedures are as follows:

- 1 A unified ordering point is required and agencies agree to who will order which resources.
- 2 On-incident support costs may be split by the percentage of agency requested resources.
- 3 Off-incident support costs are paid for by the ordering unit.

C. Acres Burned. A cost sharing method where costs are shared based on the acreage percentage of the fire within an agency's protection area. This method is used when agencies' responsibilities, objectives, and suppression costs are similar.

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

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

XIII. BILLING PROCEDURES:

Incident Billing Documentation: Federal, state and local cooperators should receive an OF-288, Emergency Firefighter Time Report for each resource assigned to the incident. Resources are to ensure that OF-288s are complete and accurate prior to demobilization from the incident. Incident agencies are not to submit OF-288s to the agency payment center

on behalf of the federal (excluding Forest Service AD employees), state or local cooperators. (Note: On smaller local incidents, an SF-261, Crew Time Report, signed by an incident supervisor will suffice in place of an OF-288.)

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

Non-Billable Items

The following items are NOT considered billable by the Agencies:

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

Billable and Shareable

Indirect Costs Not On Resource Orders:

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

- **Dispatchers**
- **Airbase Costs:** includes salaries, travel expenses, retardant and supplies associated with the airbase in support of the incident.
- **Warehouse/Cache:** includes local and regional cache personnel and associated transportation costs when performing activities in support of the incident.
- **Mobilization Centers:** includes personnel performing activities within a mob center in support of the incident. These mobilization centers are established by agencies to support the incident.
- **Transportation Costs:** includes personnel performing activities in support of the incident or mobilization centers. This may also include salaries, mileage and lodging/per diem.
- **Temporary Incident Payment Center Activity:** includes personnel performing activities in support of the incident, which may include salaries, travel expenses, supplies and temporary facility rental.
- **Agency Support Cost Covered Under Specific Labor Agreements:** includes cost of lodging/per diem and related mileage to and from the incident.
- **Backfill:** backfill coverage for shift firefighters assigned to fire stations will be billable to the incident. The overtime for the backfill will be billed to the incident and the regular time for the person on the incident will not be billed.
- **Invoice Preparation:** includes charges by agency staff for the preparation of incident billing documents/packages.
- **Correction Officers:** all time for State correction officers will be fully reimbursable. Base pay and overtime is reimbursable if there is no back fill. If the Department of Corrections back fills then only overtime for the correctional officer and backfill is reimbursable.

1. Federal Agency: Federal Agency will submit bills to the Department whenever the 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.

2. The Department: The Department will submit bills to the Federal Agency whenever the Federal Agency is the Protecting Agency and billing is appropriate.

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

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

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

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

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

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

3. **Billing Estimates/Timeframes:** On fires where costs are incurred pursuant to the terms of this Agreement, the Billing Agency shall submit a bill or estimate for reimbursement as soon as possible, but no later than 180 days after the fire is declared out. If the total cost is not known at the time of initial billing, a partial bill or estimated bill, so identified, may be submitted.
4. **Billing deadlines set forth herein are intended to encourage prompt billing.** Failure to meet these timeframes shall not be construed as a release or waiver of claims for reimbursement against the other party.
5. **Should additional costs be identified after a "final" billing has been issued,** a supplemental bill may be issued if agreeable to applicable parties.
6. **Billing Content:** A separate bill will be submitted for each fire. Bills will be identified by fire name, location, jurisdictional unit, and appropriate order number, and will be supported by adequate documentation and broken down by categories (direct, support, air, and retardant). Billings for fire suppression assistance will not include administrative overhead or other costs not supported by a resource order. Documentation in support of the billing will include:
 - ❖ Narrative cover letter.
 - ❖ Tax ID/DUNS number
 - ❖ 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 cost reports generated by the agency to support the billing whenever possible.
- ❖ Copies of Resource Orders and other supporting documentation.
- ❖ Copies of applicable Cost Share Agreements.

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

7. Billing Addresses:

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

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
Attention: Fire Management Officer
5665 Morgan Mill Road
Carson City, NV 89701

XIV. MUTUAL UNDERSTANDING:

1. Either agency may, upon its own initiative and after prompt, proper notification, take immediate action to attack a wildland fire within the Departments' or the respective Federal Agencies' jurisdiction. None of the Agencies to this Agreement shall perform any fire suppression action which is contrary to the limitations found within this Agreement, and any reimbursement shall be pursuant to this Agreement.

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

- 5) Be signed by the BLM Carson City District Office Managers the BLM Carson City District Fire Management Officers and the Nevada BLM State Office Contracting Officer.

XV. WAIVER OF CLAIMS:

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

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

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

XVI. MISCELLANEOUS CONDITIONS:

All notices, demands, and correspondence required or provided for under this Agreement shall be in writing and delivered in person or mailed by certified mail, postage prepaid, return receipt requested. Notices given to either party shall be addressed as follows:

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

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

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

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

Bernadette Lovato

Date 3/5/14

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

SM

Date 3/4/2014

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

_____ Date _____

KENDA TUCKER
Procurement Analyst
Nevada State Office
Bureau of Land Management

_____ Date _____

GENO MARTINI
Mayor
Sparks, Nevada

_____ Date _____

TOM GARRISON
Fire Chief

Sparks Municipal Fire Department
Sparks, Nevada

Attest to:

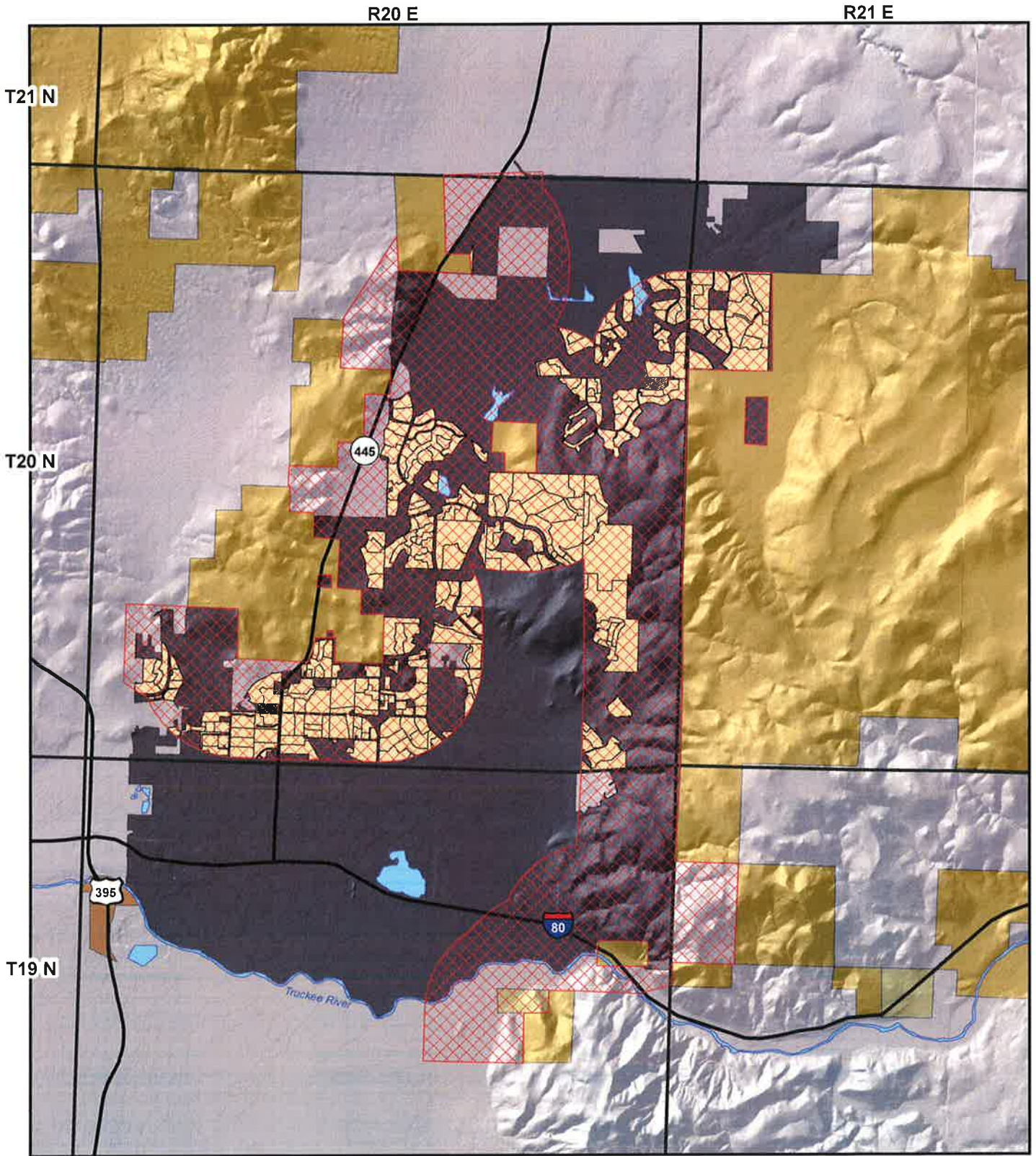
Date _____

City Clerk
Sparks, Nevada

Approved as to form:

Date _____

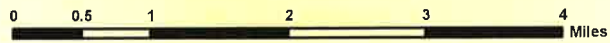
City Attorney
City of Sparks, Nevada



- 1 Mile Buffer
- Subdivision
- Landowner**
- Sparks
- BLM
- BIA
- Other
- WTR



BLM Carson City District & Sparks Fire Dept. Cooperation Protection Agreement



No warranty is made by the Bureau of Land Management as to the accuracy, reliability or completeness of these data for individual use or aggregate use with other data.

United States Department of the Interior, Bureau of Land Management, Carson City Field Office



Exhibit B
Example Cost Share Agreement

COST SHARE AGREEMENT

USDA FOREST SERVICE

And

STATE OF CALIFORNIA

DEPARTMENT OF FORESTRY AND FIRE PROTECTION

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

INCIDENT NAME: Berry Fire

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

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

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

COOPERATIVE FIRE PROTECTION NUMBERS:

INCIDENT CAUSE: Under investigation

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

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

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

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

Exhibit B – Continued

SAMPLE COST SHARE AGREEMENT

Agency Representatives participating in development of this cost share agreement:

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

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

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

Exhibit B – Continued

SAMPLE COST SHARE AGREEMENT

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

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

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

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

Exhibit B – Continued

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

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

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

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

Attachments will follow, if applicable.

SUPPLEMENTAL FIRE SUPPRESSION AND COST SHARE AGREEMENT

The purpose of this agreement is to provide for a coordinated cooperative fire suppression operation on this fire and to describe the cost divisions. This agreement is a supplement to the Master Cooperative Wildland Fire Management Agreement or Local Agreement between the Agencies listed. ##

1. Fire Name: Origin Date Time

2. Origin: Township Range Section
 Latitude Longitude (Deg. Min. Sec)

3. Estimated Size(Acres) at the time of this agreement.

4. Agency Fire # Accounting Code

5. Agency Fire # Accounting Code

6. Agency Fire # Accounting Code

7. Agency Fire # Accounting Code

8. Agency Fire # Accounting Code

9. This agreement becomes effective on: at and remains in effect until amended or terminated.

10. Overall direction of this incident will be by **Unified**, or by **Single** Command structure.

POSITION	NAME(s)	AGENCY
Incident Commander	<input type="text"/>	<input type="text"/>
Agency Administrator Representative	<input type="text"/>	<input type="text"/>
Liaison	<input type="text"/>	<input type="text"/>
Finance	<input type="text"/>	<input type="text"/>
Operations	<input type="text"/>	<input type="text"/>

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

12. Geographic responsibility (if appropriate) by Agency is defined as follows:

Agency	<div style="border: 1px solid black; width: 120px; height: 20px; background-color: #0070C0;"></div>	Geographic Responsibility	<div style="border: 1px solid black; width: 260px; height: 20px; background-color: #0070C0;"></div>
Agency	<div style="border: 1px solid black; width: 120px; height: 20px; background-color: #0070C0;"></div>	Geographic Responsibility	<div style="border: 1px solid black; width: 260px; height: 20px; background-color: #0070C0;"></div>
Agency	<div style="border: 1px solid black; width: 120px; height: 20px; background-color: #0070C0;"></div>	Geographic Responsibility	<div style="border: 1px solid black; width: 260px; height: 20px; background-color: #0070C0;"></div>
Agency	<div style="border: 1px solid black; width: 120px; height: 20px; background-color: #0070C0;"></div>	Geographic Responsibility	<div style="border: 1px solid black; width: 260px; height: 20px; background-color: #0070C0;"></div>

13. The Agency responsible for structural protection will be (normally local, State, Tribal Agency)

14. 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:

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

Cost Centers:	Agency:	Agency:	Agency:

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

Agency	Agency	Agency	Agency
Signature	Signature	Signature	Signature
Title/Date	Title/Date	Title/Date	Title/Date

List of Attachments (if any):

Exhibit C
Complexity Analysis

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

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

1202 Fire Information

FIRE TYPE: 1-1 1-5 1-6 2-1 2-6 3-7

CAUSE (Circle One) Lightning Debris Burning Railroads
 Campfire Arson Children
 Smoking Equipment Use Other

ACRES BURNED _____
BY BLM _____ F&WLS _____ PRIVATE _____ COUNTY _____
OWNERSHIP: BIA _____ USFS _____ STATE _____ OTHER _____

Suppression Timeline		Date	Time	Acres
Initial Attack				•
Containment				•
Control				•
Out				•

RESOURCES ASSIGNED FOR INITIAL ATTACK					
Type	Resource #	Type	Resource #	Type	Resource #
1-2	Engines	1	Handcrews	1	Helicopters*
3-5	Engines	2	Handcrews	2	Helicopters*
6-8	Engines		Dozers	3	Helicopters*
	SEAT Drops	2	Air Tanker Drops (Medium S-2)	1	Air Tanker Drops (Heavy)

(* Helicopters: Primary Use---Enter # Helitack Crew or # People or Loads Dropped.)

TOPOGRAPHY (Point of Origin):

- 1) Ridgetop
- 2) Saddle
- 3) Upper 1/3 Slope
- 4) Middle 1/3 Slope
- 5) Lower 1/3 Slope
- 6) Canyon bottom
- 7) Valley Bottom
- 8) Mesa/Plateau
- 9) Flat or Rolling

ASPECT (Point of Origin):

- 0) Flat
- 1) North
- 2) NE
- 3) East
- 4) SE
- 5) South
- 6) SW
- 7) West
- 8) NW
- 9) Ridgetop

SLOPE (Point of Origin):

- 1) 0 - 25%
- 2) 26 - 40%
- 3) 41 - 55%
- 4) 56 - 75%
- 5) 76+%

ELEVATION (feet at Point of Origin):

- 1) 1501 - 2500
- 2) 2501 - 3500
- 3) 3501 - 4500
- 4) 4501 - 5500
- 5) 4401 - 6500
- 6) 6501 - 7500
- 7) 7501 - 8500
- 8) 8501 +

Fuel Model

- 1) Short Grass(1 ft)
- 2) Timber w Grass Understorey
- 3) Brush (2 ft)
- 4) Pinon/Juniper(PJ)
- 5) Hardwood (Aspen/Poplar)
- 6) Logging Slash

Wildland Urban interface [] Non-Wildland Interface [] Structures Burned or Destroyed: _____

Initial Attack

Fire Name: _____ IC _____ FireCode: _____

Descriptive Location: _____

Latitude: Deg. _____ Min. _____ Sec. _____ Longitude: Deg. _____ Min. _____ Sec. _____

Estimated Size: _____ Acres Active Perimeter _____ % Arrival Date/Time: _____

Fire Investigator: [] No [] Yes, on order. Name: _____

Structures: Eminent Threat _____ Threat _____ In Area/Low Potential _____ None _____

Kind ? _____ How Many? _____ Distance From Fire _____ Direction from Fire _____

Fire Potential : Toward Structures _____ Away From Structures _____ Timeline _____

Control Problems/Hazards (specify): _____

Spread Potential: Low Moderate High Extreme

Character of Fire: Smoldering _____ Running _____ Torching _____ Crown/Spotting _____
 Creeping _____ Spotting _____ Crowning _____ Erratic _____

Slope / Head of Fire: 0 - 25% _____ 26 - 40% _____ 41 - 55% _____ 56 - 75% _____ 76+%

Position on Slope: Ridgetop _____ Upper 1/3 Slope _____ Flat or Rolling _____
 Valley Bottom _____ Middle 1/3 Slope _____ Mesa/Plateau _____
 Saddle _____ Lower 1/3 Slope _____

Dominant Fuel Type: Grass Sagebrush Mtn. Brush Pinion/Juniper Timber Slash

Other (specify) _____ For Campfires, use the surrounding Area Fuel Type

Windspeed: _____ mph (eye level) **Direction:** Calm N NE E SE S SW W NW Erratic

Resources Responding					
Type	Resource	#	Type	Resource	#
1-2	Engines	1	Handcrews	1	Helicopters
3-5	Engines	2	Handcrews	2	Helicopters
6-8	Engines		Dozers	3	Helicopters
	Water tenders		Misc A/C		Air Tankers

[] No [] Yes Additional Resources needed? (specify): _____

Land Ownership At Origin: BLM BIA FWS USFS PRI STATE COUNTY/CITY OTHER

BLM Response Action: BLM OWNER BLM THREAT ASSIST BLM PROTECTION BY AGREEMENT

SPOT WEATHER INFORMATION

LOCATION	ELEV	OBS TIME	WIND DIR/SPD	DRY BULB	WET BULB	REL HUM	REMARKS

FIRE REPORT (Continued)

NARRATIVE: Give a brief description of the suppression efforts. Include Resources Committed by number and type. Document any major decisions/observations/problems. Attach a map if requested.

STRATEGY:

SAFETY CHECKLIST

- Has fire been thoroughly scouted and lookouts posted (if necessary)? [] Yes [] No
- Are Communications with dispatch and firefighting personnel adequate? [] Yes [] No
- Have escape routes been identified and understood by all firefighters? [] Yes [] No
- Have safety zones been identified and understood by all firefighters? [] Yes [] No

TACTICS:

CONCERNS / PROBLEMS:

INCIDENT COMMANDER:

(Print First and Last Name legibly) _____

SIGNATURE OF INCIDENT COMMANDER: _____

DATE: _____

AUTHORIZED BY: _____

DATE: _____

FIRE TYPE: 1-1 1-5 1-6 2-1 2-6 3-7