

BLM Agreement No.	FAA090001
Cooperator Tax ID No.	88-6000202
Cooperator DUNS No.	829757686

**2012**  
**ANNUAL OPERATING PLAN**  
**FOR COOPERATIVE FIRE PROTECTION AGREEMENT**  
**Between**  
**BUREAU OF LAND MANAGEMENT, CARSON CITY DISTRICT**  
**OFFICE,**  
**And**  
**SPARKS MUNICIPAL FIRE DEPARTMENT**  
**SPARKS, NEVADA**

**I. IDENTIFICATION OF ADMINISTRATIVE UNITS**

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

1. United States Department of the Interior  
Bureau of Land Management  
Fire & Aviation  
Carson City District Office  
Attention: Fire Management Officer  
5665 Morgan Mill Road  
Carson City, NV 89701
  
2. Sparks Municipal Fire Department  
Attn: Andy Flock, Fire Chief  
1605 Victorian Ave.  
Sparks, NV 89431

**II. AUTHORITY**

This Annual Operating Plan (AOP) is required by the Cooperative Wildland Fire Management Agreement FAA090004 (herein after called the Agreement) between the Bureau of Land Management (herein after referred to as BLM), Carson City District Office and Sparks Municipal Fire Department (herein referred to as SMFD). This plan shall be attached to and become an exhibit of the Agreement upon signature of all parties, and shall be reviewed annually not later than April 1.

**III. PURPOSE**

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

#### **IV. DEFINITIONS AND DESCRIPTIONS**

##### **A. Direct Protection Area:**

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

##### **V. Mutual Aid**

It is understood that the mission and intent of agencies to this agreement is to quickly suppress wildland fire regardless of jurisdiction and/or ownership. It is considered mutually beneficial to both parties to jointly take action as necessary to achieve this mission and intent. For mutual aid the following conditions needs to be considered:

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

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

## **VI. OPERATING PROCEDURES**

### **1. Ordering Process:**

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

### **2. Air Operations:**

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

#### **A. Pilot and Aircraft Approval:**

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

#### **B. Boundary Issues:**

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

C. **Airspace De-Confliction:**

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

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

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

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

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

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

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

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**3. Sharing of Communication Systems and Frequencies:**

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

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

**BLM frequencies per this Plan:**

<b>RX</b>	<b>TONE</b>	<b>TX</b>	<b>TONE</b>	<b>USE</b>
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 McCLELLANREPEATER
169.9875	146.2	162.2375	203.5	CC BLM VIRGINIA REPEATER
171.675	N/A	171.675	114.8	CC BLM SCENE OF ACTION (SOA)
166.6875	N/A	168.3125	N/A	AIR TO GROUND 51
166.8750	N/A	166.8750	N/A	AIR TO GROUND 8
154.280	N/A	154.280	N/A	NV EMS 1 (WHITE 1)
154.265	N/A	154.265	N/A	NV EMS 2 (WHITE 2)
154.295	N/A	154.295	N/A	NV EMS 3 (WHITE 3)

**Sparks Municipal Fire Department frequencies per this plan:**

<b>RX</b>	<b>TX</b>	<b>USE</b>
154.280	154.280	NV-EMS 1 (WHITE 1)
154.265	154.265	NV-EMS 2 (WHITE 2)

**5. Notification and Reports:**

A. Fires occurring on or threatening lands inside the boundaries of Sparks Municipal Fire Department will be reported immediately to Sparks Municipal Fire Department via 9-1-1 or administratively to (775) 353-2231.

B. Fires occurring on or threatening lands of federal ownership inside the boundaries of the BLM will be reported immediately to the Sierra Front Interagency Dispatch Center (SFIDC), telephone (775) 883-3535.

C. The initial fire report will include, if available, the following information:

- ❖ Location (Lat & Long or street address with cross street)
- ❖ Present size (in acres)
- ❖ Type of fuel
- ❖ Rate of spread
- ❖ Time discovered
- ❖ Name location and telephone number of reporting party.

D. SFIDC is open year round. Summer hours are typically 7am to 8pm and extending to later hours during high fire activity. Winter hours are typically 8am to 4:30pm. The afterhours on call dispatch phone number is 775-721-0312 or 775-230-4782.

## **VII. ASSISTANCE BY HIRE**

1. All resources provided by SMFD for suppression activities on BLM jurisdiction fires during the “off season” will be considered assistance by hire. This period is defined as the period of time that the BLM does not have its initial attack resources available. This period is 11/1 through 3/31. During this time period SMFD must contact the BLM duty Officer upon confirmation of involvement of BLM land.
2. For any “off season” BLM fires to be considered for assistance by hire reimbursement, a BLM Field Fire Report will be required by the SMFD. It must be submitted to the BLM within five (5) working days of the fire being contained.
3. Backfill coverage for shift firefighters assigned to all risk fire stations will be billable to the incident. The overtime for the backfill will be billed to the incident and the regular time for the person on the incident will not be billed. Backfill will be documented that is related to the incident resource order.
4. Responses to false alarms or resources canceled en route will not be billable.
5. Hand crews and aircraft are considered assistance by hire.
6. Request for assistance by hire outside of the BLM, Carson City District Office boundaries must be clear and precise. Resource orders for personnel and equipment will be made through and tracked by the parent agency. This request process requires the approval of the BLM duty officer. The approval or denial of such request shall be noted in the remarks section on the resource order.
7. Resource orders for SMFD personnel who are listed on the team personnel roster of a Great Basin T-1 or T-2 team or a local approved T-3 team do not have to have the BLM duty officer approval. SMFD personnel that are not on a team and who are requested for a single resource assignment to a wildland fire incident outside of the mutual aid boundary will have to get approval from the BLM duty officer prior to filling the request.
8. To receive payment for services rendered, the SMFD will submit all billing invoices to the BLM. Each invoice shall contain a “remit to address” and a “tax ID” number, along with a “DUNS” number. All invoices will be sent to the BLM within 120 days of completion of the fire management services, unless a written request for an extension has been granted by the agency. For federal fire management services, the cooperators shall comply with the above stated billing requirements. Upon receipt of the invoice from the SMFD, the BLM may make payment as requested.

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

### **VIII. FIRE TRESPASS:**

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

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

### **IX. COST SHARE:**

On multi-jurisdictional or multiple operational period incidents, which threaten or burn across direct protection boundaries, or fires that exceed the mutual aid period, or short duration incidents, which requires a significant commitment of suppression resources, the parties will jointly develop a written cost share agreement. The rationale for sharing costs will be documented in a formal agreement based upon jurisdictional responsibilities or other pertinent factors. In the event the incident is longer than 24 hours, then the cost of all resources on the incident will be covered in a negotiated cost share agreement. The cost of those resources will be billed retroactive from the time of dispatch.

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

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

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

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

1. Initial Attack Agreement.
2. You Order, You Pay (YOYP).
  - A. A unified ordering point is required and agencies agree to who will order which resources.
  - B. On-incident support costs may be split by the percentage of agency requested resources.
  - C. Off-incident support costs are paid for by the ordering unit.

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3. Acres Burned.

4. Cost Apportionment.

A. Cost Shared Items. The following is a list of items that are typically cost shared in multi-jurisdiction incidents. This list is not all-inclusive.

1. Aircraft Costs. Aircraft (fixed and rotor wing) and associated retardant costs.
2. Equipment Costs. Emergency equipment used to support the incident.
3. Incident Cache Costs. Cache costs may include refurbish, replacement, resupply, and labor costs.



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

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

1. **Accountable Property.** Accountable and/or sensitive property, as defined by each agency, that is purchased by the agency and becomes property of that agency.
2. **Administrative Overhead Costs.** Costs of agency personnel, support, and services not directly assigned or ordered by an incident.
3. **Administrative Surcharge.** A pre-established percentage applied by an agency to the settlement billing on the net amount owed per master agreement.
4. **Claims Costs.**
5. **Move Up and Cover Costs.** Includes additional costs over and above base salary of "backfilling" agency personnel to meet agency-specific staffing requirements.
6. **Post Incident Rehabilitation Costs.** Costs incurred to rehabilitate burned lands, such as seeding, check dam construction, and archaeological mitigation.
7. **Waste, Fraud, and Abuse Costs.** Costs resulting from waste, fraud, or abuse.

- C. Final Cost Determination: Costs can be determined by using incident generated data, which will include actual and estimated expenditures or may be finalized using agency financial records.
  
- D. Transfer of Responsibility Procedures: When IMTs transition, the departing team must brief incoming team on all cost sharing agreements and documentation to date. If there is a change in the Agency Administrators or representatives, they must have clear understanding of all the decisions and agreements used to develop the final cost-share percentages and conditions of the final agreement.

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

## **X. LAND MANAGEMENT CONSIDERATIONS:**

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

## **XI. FIRE PREVENTION ACTIVITIES**

### **A. General Cooperative Activities:**

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

### **B. Information and Education:**

#### **1. Joint Press Releases:**

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

2. Smokey Bear Program:

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

3. Local Education Program:

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

4. Fire Prevention Signs:

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

**XII. GENERAL PROVISIONS:**

1. Local Fire Team

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

2. Updating of Plan:

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

3. Interagency Training:

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

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

### **XIII. MUTUAL UNDERSTANDING:**

1. Either agency may, upon its own initiative and/or after prompt, proper notification, take immediate action to attack a wildland fire within the SMFD 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.

2. Payment of Structure Protection:

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

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

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

3. When a fire that is burning solely on one jurisdictional agency's land and is deemed to be threatening another jurisdictional agency's lands, the agencies to this agreement may elect to absorb the cost of their resources used to protect their jurisdictional lands. The determination of when the fire becomes a threat will be made by the jurisdictional agency's chief officer on scene of that incident and the justification of the determination will be documented in the cost share agreement.
4. Incident Command System: The agencies to this agreement will operate under the concepts of the National Interagency Incident Management System (NIIMS) and its Incident Command System (ICS), as appropriate for providing qualified resources and for management of incidents encompassed under the terms of this agreement. During initial attack, all agencies will accept each other's training and qualifications, and equipment standards. Once jurisdiction is clearly established, the standards of the agency with jurisdiction will be applied.
5. The first qualified agency fire officer on-scene shall assume command responsibility relinquishing responsibility to a qualified jurisdictional Incident Commander upon their arrival.
6. All agencies agree to take no suppression or support action which would constitute a reimbursable billing action per this agreement (except @ VII, Section 1), unless authorized by a Chief Officer of the jurisdictional agency. If it is determined that the fire is confined to the sole jurisdiction of either party, then the jurisdictional agency will designate an Incident Commander.

7. Responses to BLM fires by the SMFD and the resources will be documented on the BLM Field Fire Report form, and submitted to the BLM within five (5) working days from containment of the fire. The BLM shall provide Field Fire Report Forms to the SMFD.
8. The BLM is not responsible for fighting structure fires, but may assist in providing structure protection, as trained and capable, when wildland fires threaten to engulf structures. The SMFD is responsible for structure protection and fire suppression and related costs.
9. Each agency will provide a yearly update of Fire Officers, station locations, resources, radio call-numbers/frequencies, and authorize frequency use in the Annual Operating Plan.
10. Prior to April of each year, the BLM with SMFD designees shall review the Annual Operating Plan as an addendum to this agreement.

**XIV. STAFFING PLAN and CONTACT LIST**

**Staffing Plan for Carson City BLM**

<b>Station</b>	<b>Chief Officer</b>	<b>Engine</b>	<b>Equipment</b>
<b>Doyle</b>	<b>3910</b>	<b>CCD-E-3324,3241,PNF E15</b>	<b>PNF Dozer 1</b>
<b>Stead</b>	<b>3910</b>	<b>CCD-E3323, HTF E413</b>	
<b>Palomino Valley</b>	<b>3911</b>	<b>CCD -E3333,E3335</b>	
<b>Parkway</b>	<b>3911</b>	<b>CCD-3334</b>	
<b>Carson City</b>	<b>3912</b>	<b>CCD-E3362,3464,3361</b>	
<b>Fish Springs</b>	<b>3912</b>	<b>CCD-E3363</b>	
<b>Fallon</b>	<b>3911</b>	<b>CCD-E3666</b>	
<b>Markleeville</b>	<b>3912</b>	<b>CCD-E3665</b>	

**Carson City Bureau of Land Management Contact List**

**BLM DUTY OFFICER PHONE**

**(775) 223-2760**

**Staff Officers**

**Office**

**Mobile**

FMO – Shane McDonald	3900	885-6103	309-7448
AFMO – Russell Bird	3901	885-6104	721-2272
Fuels – Tim Roide	3902	885-6185	230-1004
Aviation – Shane Charley	3903	885-6182	720-3411
Prevention – Dennis Terry	3904	885-6197	781-5411
BATT - Vacant	3910	530-827-2220	

BATT – Billy Britt	3911	475-0350	721-7107
BATT – Scott Johnson	3912	885-6195	721-2048
Hotshots – Kevin Kelly		885-6186	720-0136

**Facilities:**

Sierra Front Dispatch	(775) 883-5995
Stead Air Attack Base	(775) 972-9201
Doyle Station	(530) 827-2220
Fish Springs	(775) 782-4054
Stead Station	(775) 972-4129
Palomino Station	(775) 475-0350
Carson City Station	(775) 885-6000
Parkway Station	(775) 720-7443
Fallon Station	(775) 423-2482
Markleeville Station	(530) 694-2142

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

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

**CONTACT PERSONS AND PHONE NUMBERS**

Note: area code is (775) unless otherwise indicated

Sparks Fire Department Staff Officers:

	Office	Cellular
Fire Chief, Andy Flock	353-2254	527-3708
Division Chief / Operations, Andy Koski	353-2265	527-3705
Division Chief / Admin & Training, Tom Garrison	353-1618	527-3703
A Shift Battalion Chief, Chris Maples	353-2258	720-7572
B Shift Battalion Chief, Barry Hagen	353-2258	816-1313
C Shift Battalion Chief, Dave Niehaus	353-2258	560-2033

Fire Stations:

Station 1, 1605 Victorian Avenue	353-2259
Station 2, 2900 N. Truckee Lane	353-2252
Station 3, 1750 E. Greg Street	353-2395
Station 4, 1450 Disc Drive	626-4784
Station 5, 6490 Vista Boulevard	626-4794

Administrative Office, 1605 Victorian Ave; Sparks, NV 89431      353-2255

Sparks Dispatch, 1701 E. Prater Way; Sparks, NV 89434      353-223

## **XV. BILLING PROCEDURES:**

1. Federal Agency: BLM will submit bills to the SMFD whenever the SMFD is the protecting agency and billing is appropriate.
2. Local Agency: SMFD will submit bills to the BLM whenever the BLM is the protecting agency and billing is appropriate.
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.
  - ❖ Cooperator name, address, phone number, and agency financial contact.
  - ❖ Agreement number.
  - ❖ Incident name and number.
  - ❖ Dates of the incident covered by the billing.
  - ❖ Location and jurisdictional unit.
  - ❖ Appropriate incident number.
  - ❖ Summary cost data for the amount being billed. Use incident cost information or standard generated costs reports generated by the Agency to support the billing whenever possible.
  - ❖ Copies of resource orders and other supporting documentation.
  - ❖ Copies of applicable cost share agreements.

7. Billing Addresses:

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

Sparks Municipal Fire Department  
Attn: Fire Chief  
1605 Victorian Ave  
Sparks, NV 89440

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

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

**XVI. PROTECTION ORGANIZATION & RATES**

1. Billable protection rates will conform to the rate schedule.
2. SMFD is a portal-to-portal department.
3. Equipment will be considered portal to portal pay. Equipment will be reimbursed at the rate indicated in the rate schedule.
4. Daily Rate: Includes maintenance and repairs of vehicles (except damage that occurred on the incident).

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

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

5. When an incident does not provide subsistence for assistance-by-hire personnel per diem at the federally established regional or CONUS rate shall apply in accordance with the GSA per diem rates at [www.gsa.gov](http://www.gsa.gov). Documentation in the form of receipts must be provided for reimbursement.



**A. BLM RATE SCHEDULE**

Rates based on actual cost to government personnel rates per 01/17/2011 Work Plan for Carson City District Office. Billed rate will be at the actual cost and may be different than the rate quoted in this document

For Rate Schedule see EXHIBIT "A"

**B. SPARKS FIRE DEPARTMENT RATE SCHEDULE**

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

For Rate Schedule see EXHIBIT "B"

IN WITNESS WHEREOF, the parties have executed this Annual Operating Plan as of  
\_\_\_\_\_ 2012

Concurrence:



/S/ LEON THOMAS

Date 7-11-12

CHRISTOPHER J. MCALEAR  
District Manager  
Carson City District Office  
Bureau of Land Management

*Leon Thomas  
Acting For:*



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

Date 7/11/2012



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

Date 7/10/2012

\_\_\_\_\_  
GENO MARTINI  
Mayor  
Sparks, Nevada

Date \_\_\_\_\_

\_\_\_\_\_  
ANDY FLOCK  
Fire Chief  
Sparks Municipal Fire Department

Date \_\_\_\_\_

Attest By:

\_\_\_\_\_  
City Clerk

Date \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Sparks Municipal Fire Department Attorney's Office

Date \_\_\_\_\_

## EXHIBIT A

### 2012 AOP Costs Bureau of Land Management

#### Labor Cost Ranges

##### Ground resources:

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

##### Aviation resources:

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

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

#### Ground Resource Vehicle Costs

Type 3 Engine Model 14	Hourly Rate	\$90.25/hour
Type 3 Wildland Engine	Hourly Rate	\$81.82/hour
Type 6 Engine Enhanced Light	Hourly Rate	\$59.00/hour
Type 6 Light	Hourly Rate	\$58.70/hour
Specialized Vehicle (Unimog Type 4)	Hourly Rate	\$150.34/hour
Command Vehicles	Mileage Rate	\$.73/mile
IHC Crew Carriers	Mileage Rate	\$2.00/mile
Superintendent Truck	Mileage Rate	\$1.33/mile

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: **\$3000.00 to \$7000.00** per flight hour depending on model.
- ❖ 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: **\$2.50** a mile.

Aircraft Costs - Retardant:

- ❖ Retardant is \$0.813 to \$3.146 per gallon depending on gallons used
- ❖ SEAT: 800 gallon load of retardant
- ❖ P2V: 2,400 gallon load of retardant

Aircraft Costs - Air Tankers and SEATS:

- ❖ AT-802 SEAT: **\$2700.00 to \$3500.00** per hour depending "on call" contract.
- ❖ P2V: **\$5385.00 to \$6279.00** per flight hour depending on tanker used.
- ❖ S2: **\$3300.00 (est.)** per flight hour.

Aircraft Costs - Aerial Supervision:

- ❖ Air Attack: **\$750.00 to \$1000.00** per flight hour.

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

## **EXHIBIT B**

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

#### **PERSONNEL AND EQUIPMENT BILLING RATES**

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

#### **PERSONNEL BASE RATES**

Base rates are shown at straight time, but will be billed, portal to portal, at the actual cost to the department including the backfill of personnel on shift.

Division Chief	\$59.29/hr
Battalion Chief	\$36.67/hr
Training Captain	\$41.83/hr
Fire Captain	\$26.82/hr
Fire Apparatus Operator	\$23.52/hr
Firefighter/EMT II	\$21.41/hr
Investigator/Inspector	\$36.14/hr
Mechanic	\$30.55/hr

#### **APPARATUS / VEHICLE RATES**

Apparatus rates are billed for hours worked, including travel time from time of dispatch.

Structure Engine - Type I	\$90.00/hr
Brush Engine - Type III	\$70.00/hr
Brush Engine – Type VI	\$70.00/hr
Water Tender Type I	\$70.00/hr
Haz Mat Unit	\$100.00/hr
Heavy Rescue Unit	\$75.00/hr
Heavy Rescue Unit w/ Trailer	\$85.00/hr
Water Rescue Unit w/ Boat(s)	\$85.00/hr
Aerial Apparatus	\$125.00/hr

#### **Support Equipment Rates:**

Command Vehicle - SUV	\$96.00/day plus \$0.55 per mile
Pickup	\$86.00/day plus \$0.55 per mile
Other (¾ ton & above)	\$96.00/day plus \$0.55 per mile
Polaris Ranger UTV	\$100.00/day
Privately Owned Vehicle	\$0.55 per mile