

NF Dept.
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FILL

NO. 92.030

92 APR 16 A9 57 1991 FIRE CONTROL OPERATING PLAN

BETWEEN

BARBARA CARSON CITY DISTRICT, BUREAU OF LAND MANAGEMENT
CLLRK

AND

BY J. Condon DEPUTY EAST FORK FIRE PROTECTION DISTRICT

This OPERATING PLAN is entered into by and between the Carson City District, Bureau of Land Management, hereinafter called BLM, and the East Fork Fire Protection District, hereinafter called EFFPD, under the provision of the Cooperative Agreement between the Nevada State Office, Bureau of Land Management, United States Department of the Interior, and the East Fork Fire Protection District dated May 18, 1983. The parties hereto agree as follows:

PURPOSE:

The purpose of this Operating Plan is to define operating procedures within the framework of the Cooperative Agreement referred to above.

I. FIRE REPORTING

- A. Fire occurring on or threatening lands inside the boundaries of EFFPD will be reported immediately to Douglas County 9-1-1 Dispatch, telephone 9-1-1.
- B. Fires occurring on or threatening lands of federal ownership inside the boundaries of the BLM Carson City District will be reported immediately to the BLM Dispatcher, telephone 849-2333.
- C. The initial fire report will include, if available, the following information: location, present size, type of fuel, rate of spread, time discovered, and name, location and telephone number of reporting party.

II. MUTUAL ASSISTANCE ZONES

A mutual assistance zone is that geographical area mutually agreed upon as delineated on Exhibit A of this operating plan.

Each party will render assistance as may be requested by the other provided that such assistance is within its capabilities and that such action will not leave its own land unduly exposed to fire danger.

- A. It is in the interest of both parties to render mutual assistance at the request of a responsible fire officer to suppress a wildland fire of such magnitude that it is or is likely to be beyond the

control of a single party, and requires the combined forces of both parties and such mutual assistance will be given without reimbursement.

- B. Such mutual aid shall be provided within the limits of the mutual assistance zones; provided, however, that neither party shall be required to deplete its own fire protection resources, services and facilities to the detriment of its fire protection responsibilities.
- C. No response to a mutual assistance request provided for in this agreement will be made by the parties hereto unless such request is received through the established communications channels common to each party requesting such aid, and provided by a responsible office of the party granting such aid.
- D. It is mutually agreed that both parties hereby expressly waive all claims against each other for compensation for any personal injury or death or damage of equipment occurring in consequence of the performance of this agreement.

III. FIRE REPORTS

In the event either agency suppresses a fire on properties of the other, or land administered by the responsibility of the other, it will furnish the benefitting agency with a preliminary fire report within 10 days after the fire is declared out.

IV. FIRE CAUSE INVESTIGATION

It will be the primary responsibility of the agency on whose properties of responsibility the fire originates to undertake Fire Cause Investigation. This does not preclude joint action and in those instances when initial action or suppression is made on lands of the other, the initial fire suppression force will immediately gather and preserve evidence pertaining to the cause of the fire.

V. CLOSURE/OR LAND USE RESTRICTION DUE TO FIRE DANGER

If the need develops for a closure or land use restriction affecting both agencies, all conditions of closure or land use restriction will be mutually agreed on prior to implementation of closure or land use restriction.

VI. FACILITIES

- A. EFFPD will allow the BLM to occupy the Fish Springs and Topaz Lake Fire Stations each year during a mutually agreed upon period (fire season). Dates to be determined annually prior to May 1.
- B. EFFPD agrees to allow BLM to house not more than two (2) vehicles and four (4) personnel at each station during the fire season.
- C. EFFPD agrees to allow BLM to utilize the Gardnerville Ranchos Fire Station for the purpose of "prepositioning" fire apparatus during periods of unusual and high fire danger. Use of said facilities shall be limited to parking of fire vehicles, use of meeting room and restroom facilities. Other uses must be approved by the EFFPD fire chief.
- D. BLM agrees to maintain all facilities used in a clean and orderly manner at all times.
- E. No pets will be allowed in EFFPD facilities.
- F. BLM agrees to participate in building and ground maintenance projects while occupying premises. Participation may include providing materials and/or labor. The scope of participation shall be agreed upon by BLM Station Manager, the Volunteer Fire Chiefs and the East Fork Fire District Chief prior to the start of any project.
- G. EFFPD agrees to allow BLM to locate one Remote Automatic Weather Station (RAWS) at the Fish Springs Station. Location of the installation shall be agreed upon by BLM, the East Fork Fire District Chief and the Fish Springs Volunteer Fire Chief.
- H. The BLM agrees to reimburse the East Fork Fire District for the use of the fire district facilities. The fee for the use of the Fire District facilities shall be determined annually prior to the fire season, and/or occupancy of any fire district premises.
- I. Reimbursement for the 1991 fire season shall be \$1,200.00 for the use of all facilities as described in this operating plan.

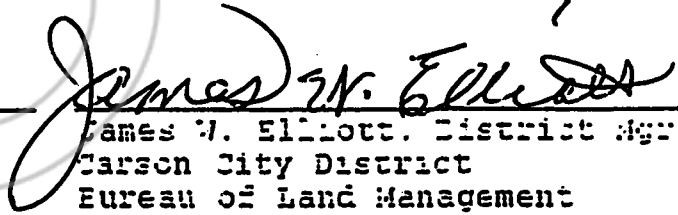
- J. EFFFPD agrees to allow BLM to install two-way radio facilities at each station.
- K. ELM agrees to reimburse the East Fork Fire District for damage to building, grounds or equipment which extends beyond the realm of normal "wear and tear."
- L. No telephone calls will be made on East Fork Fire District telephones at the Fish Springs or Topaz Lake stations. All telephone calls will be made on the BLM phone line.


VII. MISCELLANEOUS CONDITIONS

- A. Either party may terminate this operating plan by providing 60 days written notice to the other. Unless terminated by written notice, this agreement shall remain in force indefinitely.
- B. The parties to this operating plan shall meet and review the terms and conditions of the plan prior to April 30 of each year.

Concurrence:

_____ 
 Date Michael Fischer, Chairman
 Board of Fire Commissioners
 East Fork Fire Protection Dist.

4/2/92 _____ 
 Date James W. Elliott, District Mgr.
 Carson City District
 Bureau of Land Management



_____ 
 Date F. William Driscoll, Fire Chief
 East Fork Fire Protection Dist.

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APPROVED AS TO FORM:
 FRANKIE SUE DEL PAPA
 ATTORNEY GENERAL

BY 
 P. MARK GHAN
 DEPUTY ATTORNEY GENERAL

CERTIFIED COPY
 The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: April 16 1992 
 Clerk of the 9th Judicial District Court
 of the State of Nevada, in and for the County of Douglas.
 By  Deputy
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COPY

REQUESTED BY
DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

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SUZANNE BEAUDREAU
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