KER BUCKNEY

FILED 1. 2000.186

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2000 OPERATING PLAN BETWEEN

BUREAU OF LAND MANAGEMENT, CARSON CITY DISTRICT

AND

EAST FORK FIRE AND PARAMEDIC DISTRICTS

This OPERATING PLAN is entered into by and between the Carson City District, Bureau of Land Management, hereinafter called the BLM, and the East Fork Fire and Paramedic District, hereinafter called the District, under the provision of the Cooperative Agreement between the Carson City Field Office, Bureau of Land Management, United States Department of the Interior, and East Fork Fire and Paramedic District, dated _______, 2000. The parties 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.

FIRE REPORTING

- 1. Fires occurring on or threatening lands inside the boundaries of the East Fork Fire and Paramedics Districts will be reported immediately to 911.
- 2. Fires occurring on or threatening lands of federal ownership inside the boundaries of the BLM Carson City Field Office will be reported immediately to the SFIDC Dispatcher, by calling 882-9187.
- 3. The initial fire report will include, if available, the following information: location, current size, type of fuel, rate of spread, time discovered, and name, location and telephone number of reporting party.

MUTUAL ASSISTANCE ZONES

A mutual assistance zone is that geographic area mutually agreed upon by both parties 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.

1. 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 is or is likely to be beyond the control

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of a single party, and requires the combined forces of both parties and such mutual assistance will be given without reimbursement, unless a cost apportionment agreement is negotiated for a particular incident.

- 2. 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.
- 3. 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 communication channels common to each party requesting such aid, and provided by a responsible officer of the party granting such aid. Reimbursement for responses at the request of BLM outside of the noted common jurisdictional areas will be at the published current OES rates. (Attachment 2)
- 4. 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.

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 ten (10) days after the fire is declared out.

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 land of the other, the initial fire suppression force will immediately gather and preserve evidence pertaining to the cause of the fire.

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.

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FACILITIES

- 1. EEFPD will allow BLM to occupy the Fish Springs Volunteer Fire Station each year during a mutually agreed upon period (fire season). Dates to be determined annually prior to May 1.
- 2. EEFPD agrees to allow BLM to house not more than two (2) vehicles and four (4) personnel at the Fish Springs Volunteer Fire Station during the fire season.
- 3. EEFPD agrees to allow BLM to utilize the Gardnerville Ranchos Volunteer 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 for fire vehicles, use of meeting room and restroom facilities. The EEFPD Fire Chief must approve other uses.
- 4. BLM agrees to maintain all facilities used in a clean and orderly manner at all times.
- 5. No pets will be allowed in EEFPD facilities.
- 6. BLM agrees to participate in building and grounds maintenance projects while occupying the premises. Participation may include providing materials and/or labor. The BLM Station Manager, the Volunteer Fire Chiefs and the EEFPD District Fire Chief, prior to the start of any project, shall agree upon the scope of participation.
- 7. EEFPD agrees to allow BLM to locate one (1) Remote Weather Station (RAWS) at the Fish Springs Volunteer Fire Station. Location of the installation shall be agreed upon by BLM, EEFPD Distric Fire Chief and the Fish Springs Volunteer Fire Chief.
- 8. 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.
- 9. EEFPD agrees to allow BLM to install two-way radio facilities at the Fish Springs Volunteer Fire Station.
- 10. BLM agrees to reimburse the East Fork Fire District for damage to buildings, grounds or equipment, which extends beyond the realm of normal "wear and tear".
- 11. BLM personnel will make no telephone calls on the East Fork Fire District telephones at the Fish Springs Volunteer Fire Station. All telephone calls will be made on BLM phone lines.

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MISCELLANEOUS CONDITIONS

Either party may terminate this operating plan by providing 30 days written notice to the other. The parties to this operating plan shall meet and review the terms and conditions of the plan prior to April 30 of each year.

Date: 6/9/00

EONARD WEHKING, Fire Management Officer Bureau of Land Management Carson City Field Office

Date: 12/00

JOHN SINGLAUB, Field Manager Bureau of Vand Management Carson City Field Office

Date: 12/00

JIM REINHARDT, Fire Chief East Fork Fire and Paramedic Districts

Date: 12-12-00

JAQUES ETCHEGOYHEN, Chairman

Board of Fire Commissioners

East Fork Fire and Paramedic Districts

Attachment #1

Phone Numbers

Fire and Aviation, Carson City Field Office, Bureau of Land Management

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Name	Office		Mobile
FMO - Leonard Wehking	775-885-6103		721-2271
AFMO – Gary Johnson	775-885-6104		724-2272
Doyle - Ken Estes	530-827-2220		721-2154
Palomino – Stan Heinrichs	775-475-2736/2	614	721-7107/2154
Carson City – Tim Roide	775-885-8189		721-6685
Aviation – Doug Swantner	775-885-6183		721-0089
Admin – Georgette Aguilar	775-885-6101		720-2280
Dispatch	775-882-9187		720 2200
Stead Tanker Base	775-972-9201	/ _ \	\
Minden Tanker Base	775-782-1415		\
Carson Helitack	775-885-0105	< \	
Silver State Hotshots	775-885-6187		
Fire Stations:			/
Doyle	530-827-2220		•
Palomino	775-475-2736/20	SM \	
Carson City	775-885-6185/6		
Fish Springs	775-782-4054	109	
Markleeville	530-694-2142	/ / /	/
	330-074-2142	. \ \	
		/ /	
/ /			

Attachment 2

The following reimbursement rates apply to responses under the terms and conditions of the Cooperative Agreement between the Bureau of Land Management, Carson City District and East Fork Fire and Paramedic Districts:

Rates will be paid at the same rate established with the California Governor's Office of Emergency Services, if no rates are established the following rates will apply:

Personnel Base Rates:

Overhead at or above Strike Team/Task Force Leader

\$ 10.354 per hour

Engine Company and Overhead at or below Strike Team/Task Force Leader (Trainee)

\$ 8.900 per hour

NOTE: Base Rates are shown at straight time, but will be reimbursed at an overtime rate of time and a half.

Apparatus Rates:

There is a 16 hour maximum allowable charge per 24 hour period from time of dispatch.

<u>HP</u>	Hourly Rate
00-200	\$ 24.50
201 – 300	\$ 35.00
301 and up	\$ 45.00

Support Equipment Rates:

Government Owned Vehicles		
Sedan	\$ 33.00 per day	
Pickup	\$ 37.00 per day	
Van	\$ 43.00 per day	
SUV	\$ 57.00 per day	
Other	\$ 57.00 per day	

Privately Owned Vehicles \$ 0.32 per mile

REQUESTED BY

IN OFFICIAL RECORDS OF DOUGLAS CO. HEYADA

2000 DEC 20 AM 11: 12

LINDA SLATER RECORDER

\$ PAID K DOEPUTY

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.

B. REEDCierk of the of the State of Neylagia, in and for the County of Douglas.

Judicial District Court

NV-034-0002

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