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**DOUGLAS COUNTY**  
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2003 JUL 23 AM 11:25

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Assessor's Parcel Number: N/A

Date: JULY 22, 2003

Recording Requested By:

Name: LISA OWEN/EFFPD

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

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AGREEMENT #2003.141

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

*This cover page must be typed or legibly hand printed.*

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NO. 2003.141

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EAST FORK FIRE AND PARAMEDIC DISTRICTS  
AND  
U.S. FOREST SERVICE - HUMBOLDT-TOIYABE NATIONAL FOREST

COOPERATIVE FIRE PROTECTION AGREEMENT

ANNUAL OPERATING PLAN FY 2003

BARBARA REED  
DEPUTY

**I. IDENTIFICATION**

This operating plan is between the Humboldt-Toiyabe National Forest, hereinafter called USFS, and the East Fork Fire and Paramedic Districts, hereinafter called EFFPD.

**II. AUTHORITY**

This Annual Operating Plan (AOP) is required by the Cooperative Fire Protection Agreement #01-FI-11041701-040 (herein after called the Agreement) between the East Fork Fire and Paramedic District and the Humboldt-Toiyabe National Forest dated 9/12/01. This plan shall be attached to and become part of the Agreement upon signature of all parties, and shall be reviewed annually not later than March 30. Upon annual review of AOP if District and Forest Service agree no changes are necessary a letter, signed and dated by both parties, documenting that decision will be issued by Forest Service to the District. In addition a copy of this letter will be placed in the "official" agreement file located at the Forest Supervisor's Office.

**III. PURPOSE**

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

**IV. DEFINITIONS AND DESCRIPTIONS**

**A. Protection Units**

The Direct Protection Areas (DPA) of the following units are covered by this plan:

1. Humboldt-Toiyabe National Forest
2. East Fork Fire and Paramedic Districts

**B. Direct Protection Areas:**

Each agency assumes the responsibility to directly provide adequate fire protection services to the lands of the other agency.

**C. Protection Area:**

Each Local Fire Protection District will attach a map with the District's boundaries identified.

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The District is primarily responsible for suppression of structural fires and wildland type fires occurring to property of residents within the East Fork Fire and Paramedic Districts and Douglas County.

The Forest Service is primarily responsible for suppression of wildland fires within the protection boundaries of the Humboldt-Toiyabe National Forests and lands identified as Direct Protection Area (DPA) lands under the California Cooperative Fire Protection Agreement.

The Forest Service will not assume the protection or suppression responsibility for wildland/urban interface lands that are the legal jurisdiction of another entity (State, Tribal, county, local, or property holder) unless the county, or local government entity assumes the lead responsibility for structural protection.

D. Mutual Dispatch Areas (MDAs):

Protection units shall coordinate their initial attack response by identifying the "closest forces" and agreeing which resources will be automatically dispatched. All resources in the initial attack dispatch will be Mutual Aid for up to 24 hours. All assistance beyond the 24 hours will be assistance by hire, and will be billed retroactively for the full period from the time of initial dispatch.

E. Mutual Aid

Such mutual aid shall be provided within the limits of the mutual dispatch areas; 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.

**V. PROTECTION ORGANIZATION & RATES**

See Attachment

**VI. MAPS**

The following items should be shown on each map:

1. Protection Boundary
2. Protection Unit Facilities

**VII. OPERATING PROCEDURES**

A. Notification and Reports

1. Fires occurring on or threatening lands inside the boundaries of EFFPD will be reported immediately to Douglas County 9-1-1 Dispatch, phone 9-1-1.

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2. Fires occurring on or threatening lands of federal ownership inside the boundaries of the USFS Carson City District will be reported immediately to the SFIDC Dispatcher, telephone 882-9187

3. 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.

#### **VIII. PERSONAL PROTECTIVE EQUIPMENT**

All personnel in support of wildland fires will wear leather lace-type boots with skid resistant soles with tops at least eight inches (8") high, leather gloves, hard hats, fire resistant shirt and pants and have a fire shelter on while on the fireline.

The Forest Service may loan the District personal protective equipment required for wildland fire suppression. All equipment loaned must be documented on an AD-107 "Report of Transfer or Other Disposition or Construction of Property." Such property will remain the property of the U.S. Government and shall be returned to the Forest Service at the end of the fire season.

#### **IX. 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.

#### **X. 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 the fire problem 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 units should cooperate in the coordinated delivery of Smokey Bear program in direct protection areas.

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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.

**XI. GENERAL PROVISIONS:**

A. Local Fire Team

Participation of Local District fire personnel is encouraged on Forest Service Type II fire team and as single resources. Payment of personnel will be in accordance with attached addendum of approved rates.

B. Updating of Plan:

All units will meet at least annually prior to March 30, to review the entire Operating Plan and update it as necessary.

C. Interagency Training:

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

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

**XII. FACILITIES**

A. EFFPD will allow the USFS to occupy Fire Station 7 (Gardnerville Ranchos) and Fire Station 15 (Alpine View) each year during the period of May 1 through October 31 (fire season). Dates may be extended upon mutual consent between EFFPD, the volunteer fire department and USFS.

B. EFFPD agrees to allow USFS to house not more than one (1) vehicle and five (5) personnel at Station 7 (Gardnerville Ranchos) and Station 15 (Alpine View) during the specified time period.

C. EFFPD agrees to allow USFS to utilize any District fire station for the purpose of "prepositioning" fire apparatus during periods of unusual and high fire danger. Use of said

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facilities shall be limited to parking for fire vehicles, use of meeting room, and restroom facilities. Other uses must be approved by the EFFPD fire chief.

- D. The EFFPD will provide working space and vehicle storage space for the USFS seasonal resources under the conditions specified in the facility use agreement attached to and made part of this agreement and titled Exhibit A and Exhibit B.

### **XIII. FINANCIAL PLAN**

**A. East Fork Fire Protection District will provide to the Forest Service use of the below space and utilities at Station 7, for approximately six months.**

1. One enclosed bay for the F.S. Engine
2. One 14x14 room for use as an office
3. Space to securely store supplies
4. Use of restroom and kitchen facilities
5. Use of general meeting/training room
6. Utilities (power, water and sewer)
7. Approximate non-cash value to USFS - \$850.00 per month x 6 months for a total of \$5,100.00

**B. Forest Service will provide to East Fork Fire Protection District the use of the below engine for approximately six months.**

1. A 1994 Ford, F700, type 4 wildland engine, VIN # 1FDNK74C9RVA19199.

USFS will pay FOR and mileage on engine and pump. (East Fork Fire Protection District will provide "third party" insurance on this engine and staff the engine.) Forest Service license plates will remain with the engine. East Fork will also provide operating supplies, services and any needed maintenance. A copy of all maintenance invoices will be provided to the Forest Service. Forest Service will do a pre-use inspection at the time of delivery and a post-use inspection when the engine is returned. The engine shall be returned in the same condition as when it was loaned to the fire district.

2. Non-cash value provided to East Fork Fire Protection District:

FOR - \$482.00 per month x 6 months for a total of \$2,892.00

Mileage on engine is .38 per mile x 600 miles for a total of \$228.00

Pump FOR- \$177.00 per month x 6 months for a total of \$1062.00

Time on pump is 13.95 per pump hour x 50 hours for a total of \$697.50

Approximate non-cash value to East Fork - Total of the above - \$4879.50

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**C. Anticipated Deployment Period: May thru October**

**D. Staffing Level:** Engine at Station 7 will be staffed with USFS employees for a minimum of five days per week 8 hours per day. East Fork volunteers, as needed, will staff the loaned F.S. Engine at Station 8.

**E. Organizational Changes**

Prior to this fire season, East Fork Fire Protection District had a wildland engine for the volunteers to use at Station Eight. Due to circumstances beyond their control, they do not have one for this fire season. The personnel at Station Eight will provide 24 hour response to wildland fires if they have the apparatus to do so.

It is a mutual benefit to both the USFS and the East Fork Fire Protection District to have a wildland engine at Station Eight. The Sierra Front Interagency Dispatch Center CAD system is presently set up to tone out wildland equipment from Station Eight to incidents for mixed ownership. The primary beneficiaries will be the Forest Service and East Fork FPD. However, several other agencies (Nevada Division of Forestry, Tahoe-Douglas Fire Protection District, Douglas County and Alpine County, CA) will benefit as well. The engine will respond to incidents ranging from Carson City in the north to Walker in the south and Alpine County in the west to Smith Valley in the east. Equipment at Station Eight provides the closest resource response in the urban interface from Kingsbury Grade to the Douglas/Alpine county border. We have experienced three major wildland fires in this area since 1987 all causing destruction of residences.

There is no expectation of either agency billing the other for the above provided space or engine use.

**XIV. MISCELLANEOUS CONDITIONS**

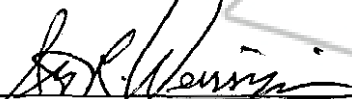
A. All parties agree to respect facilities rights, privileges, and assigned areas as necessary to foster a positive working relationship.

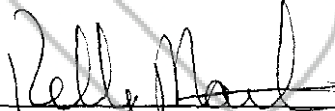
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IN WITNESS WHEREOF, the parties have executed this Annual Operating Plan as of the last date written below:

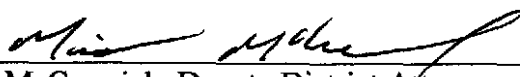
Concurrence:


4/19/03  
Date \_\_\_\_\_  
  
Steve R. Weissinger, Chairman  
Board of Fire Commissioners  
East Fork Fire and Paramedic Districts

7/09/03  
Date \_\_\_\_\_  
  
Gary Schiff  
District Ranger  
Humboldt-Toiyabe National Forest

7/09/03  
Date \_\_\_\_\_  
  
Kelly Martin  
District Fire Management Officer  
Humboldt-Toiyabe National Forest

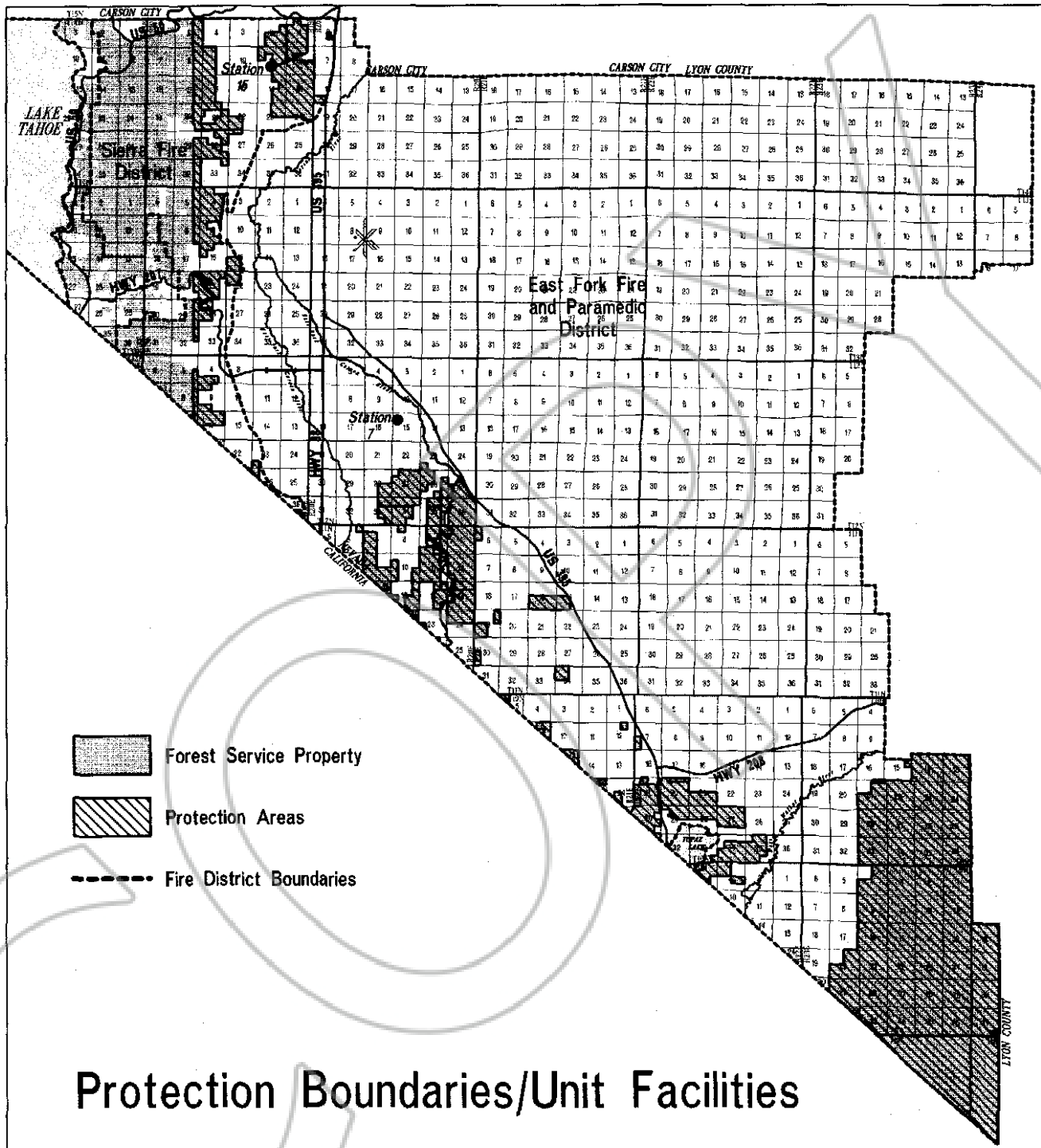
4/15/03  
Date \_\_\_\_\_  
  
Tod F. Carlini, Fire Chief  
East Fork Fire and Paramedic Districts

4/16/03  
Date \_\_\_\_\_  
  
Mike McCormick, Deputy District Attorney  
Douglas County

THE AUTHORITY AND FORMAT OF THIS INSTRUMENT  
HAS BEEN REVIEWED AND APPROVED FOR SIGNATURE  
  
AGREEMENTS COORDINATOR      7/3/03      DATE

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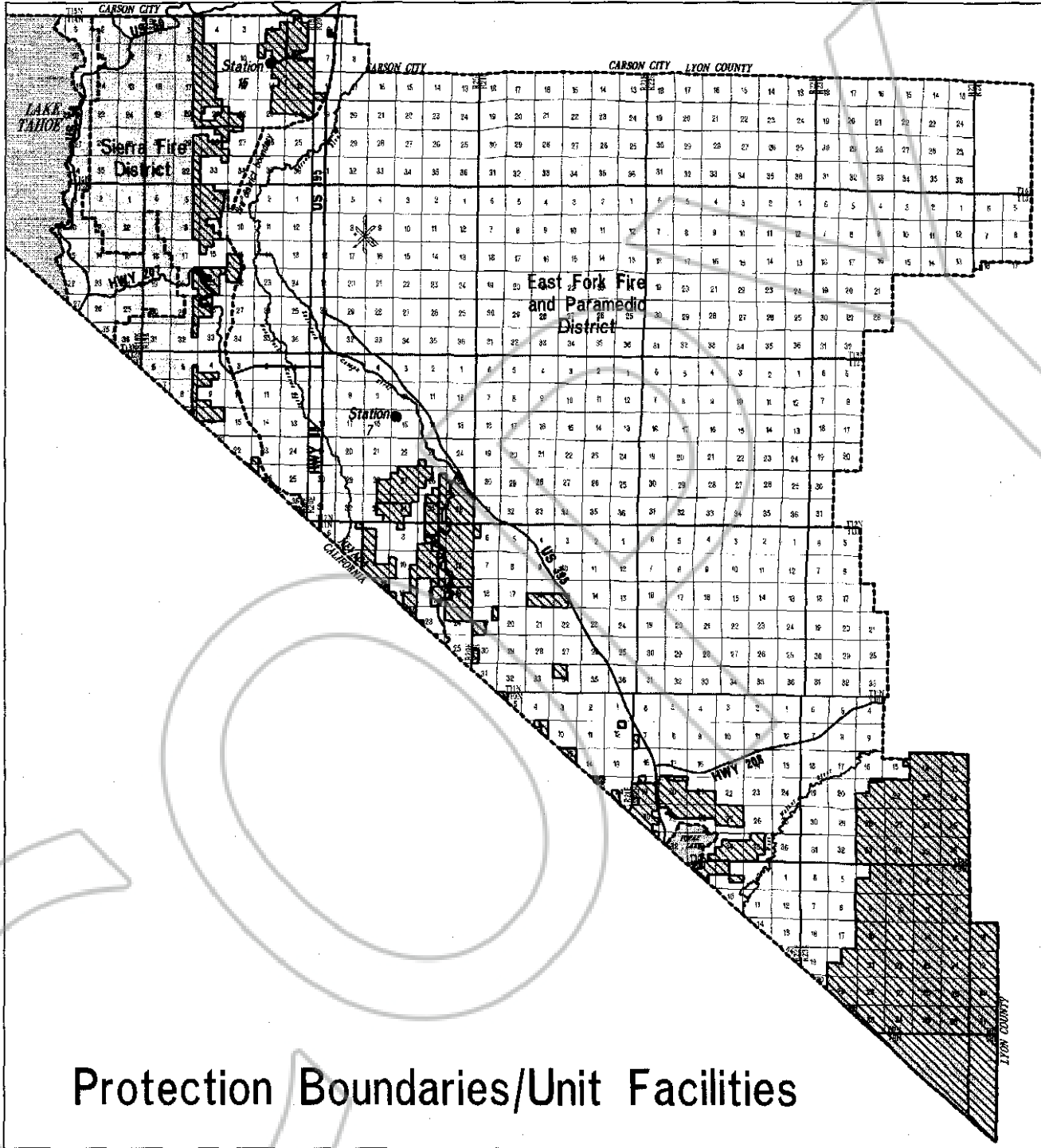


## Protection Boundaries/Unit Facilities

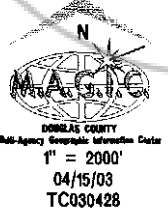


DOUGLAS COUNTY  
 Map Agency Geographic Information Center  
 1" = 2000'  
 04/15/03  
 TC030428

The data contained herein has been compiled on a geographic information system for the use of Douglas County. The data does not represent survey definition and should not be construed as a replacement for the authoritative source, plat maps, deeds, resurveys, etc. No liability is assumed by Douglas County or MAGIC as to the sufficiency or accuracy of the data.



# Protection Boundaries/Unit Facilities



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**EAST FORK FIRE AND PARAMEDIC DISTRICTS  
AND  
U.S. FOREST SERVICE – HUMBOLDT-TOIYABE NATIONAL FOREST**

**FACILITY USE AGREEMENT**

**STATION 7 – EXHIBIT A**

This agreement is made and entered into by the East Fork Fire and Paramedic Districts and hereinafter called “Districts” and the Humboldt-Toiyabe National Forest hereinafter called the “USFS”.

**WITNESSETH:**

WHEREAS, the Districts hereby agree to allow, and the USFS hereby agrees to accept, the use of facilities as described below:

East Fork Fire and Paramedic Districts Fire Station 7 (Gardnerville Ranchos), located at 940 Mitch Drive, Gardnerville, Nevada.

It is mutually agreed that:

1. Districts will allow the USFS to occupy Fire Station 7 (Gardnerville Ranchos) each year during the period of May 1 through October 31 (fire season). Dates may be extended upon mutual consent between Districts, the volunteer fire department, and USFS.
2. Districts agree to allow USFS to house not more than one (1) apparatus and five (5) personnel at Station 7 (Ranchos) during the specified time period.
3. USFS recognizes that said facility is also being made available to personnel and apparatus of the Nevada Division of Forestry (NDF) during the same time period as defined within this agreement.
4. Districts agree to allow USFS to utilize any District 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. Other uses must be approved by the Districts’ Fire Chief.
5. USFS agrees to maintain all facilities used, and assigned areas, in a clean and orderly manner at all times. This includes all restroom, kitchen, apparatus, and common areas and areas accessible to the public. The routine cleaning of these areas will be coordinated with the Ranchos Volunteer Fire Department.
6. No resident pets will be allowed in Districts’ facilities.
7. USFS agrees to participate in building and ground maintenance projects while occupying the premises. Participation may include providing materials and/or labor. The scope of participation shall be agreed upon by the USFS’s Battalion Chief, the Volunteer Fire Chief, and the East Fork Fire District Chief prior to the start of any project.
8. Districts agree to allow USFS to install two-way radio facilities, telephone service, and data transmission lines at the station, at the expense of the USFS.

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9. USFS agrees to reimburse the Districts for damage to building, grounds, or equipment, which extends beyond the realm of normal "wear and tear".
10. No telephone calls will be made on East Fork Fire District telephones at the District fire stations. All telephone calls will be made on the USFS phone line, except for emergency purposes.
11. No tobacco, i.e. smoking, chewing tobacco, is to be used inside of the living area, training room, kitchen, bathrooms, etc.
12. The computer, printer, and copy machine are for the Station 7 (Gardnerville Ranchos) use only.
13. All personal protective gear that is in the lockers and on apparatus is personal and shall be respected by all others.
14. Clean clothes and boots shall be worn in the training room and kitchen area and all portions of the career staff quarters.
15. All lights and exterior doors shall be secured before leaving station.
16. Mutual respect and courtesy will be afforded to both volunteers, and East Fork Fire and Paramedic District employees alike.
17. All parties agree to respect facilities rights, privileges, and assigned areas as necessary to foster a positive working relationship.
18. This Agreement will be effective from the date of execution and will remain in force unless terminated by either party by (3) days written notice to the other, in which case the USFS will vacate the premises with in fifteen (15) days.
19. This Agreement shall be reviewed annually.

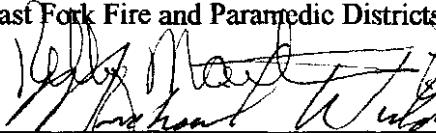
Concurrence:


4/14/03  
\_\_\_\_\_  
Date


4/25/03  
\_\_\_\_\_  
Date

4/17/03  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Tod F. Carlini, District Fire Chief  
East Fork Fire and Paramedic Districts

  
\_\_\_\_\_  
Mike Wilde, Fire Management Officer  
Humbolt-Toiyabe National Forest

  
\_\_\_\_\_  
Gary Schiff  
DISTRICT RANGE

  
\_\_\_\_\_  
Bob Spellberg, Volunteer Fire Chief  
Ranchos Fire Rescue Volunteer Fire Department

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COPY

SEAL

**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: July 22, 2003  
B. Reed Clerk of the 9th Judicial District Court  
of the State of Nevada, in and for the County of Douglas.

By [Signature] Deputy

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