

**OFFICIAL RECORD**

Requested By:  
DC/EFFPD

Assessor's Parcel Number: N/A

Date: MAY 11, 2010

Recording Requested By:

Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 Of 21 Fee: 0.00  
BK-0510 PG- 1754 RPTT: 0.00



Name: LISA OWEN, EFFPD

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

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

Real Property Transfer Tax: \$ N/A

AGREEMENT #2010 106  
(Title of Document)

NO. 2010-106

2010 MAY 10 AM 9:32

BLM Agreement No.	FAA090005
Cooperator Tax ID No.	88-6000031
Cooperator DUNS No.	010984979

TED THRAN  
CLERK  
*[Signature]*

**2009**  
**ANNUAL OPERATING PLAN**  
**FOR COOPERATIVE FIRE PROTECTION AGREEMENT**  
Between  
**BUREAU OF LAND MANAGEMENT, CARSON CITY DISTRICT OFFICE**  
And  
**EAST FORK FIRE AND PARAMEDIC DISTRICTS**

**I. IDENTIFICATION OF ADMINISTRATIVE UNITS**

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

1. Department of the Interior, Bureau of Land Management  
Carson City District Office  
5665 Morgan Mill Road  
Carson City, NV. 89701
2. East Fork Fire and Paramedic Districts  
P.O. Box 218  
Minden, NV 89423

**II. AUTHORITY**

This Annual Operating Plan (AOP) is required by the Cooperative Wildland Fire Management Agreement (herein after called the Agreement) between the East Fork Fire and Paramedic Districts and the Bureau of Land Management, Carson City District Office. 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 files 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 East Fork Fire and Paramedic Districts 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 East Fork Fire and Paramedic Districts.
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. Local 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 24 hours.
2. 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 based on the completed cost share agreement.
3. 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 Handcrews and Aircraft will be considered Assistance by Hire, unless otherwise 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 Airtankers (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 mid air 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.

**3. Sharing of Facilities:**

**A. Administrative/Training:**

Sharing of facilities for the purpose of training is beneficial for all Agencies to this Agreement; therefore there will be no charge for the use of agencies facilities for training.

**B. Incidents:**

Agencies to this agreement agree that the use of facilities will be free for the first twenty-four hours for incident support. After twenty four hours facilities will be rented to the other agency. Facilities such as fire stations and work centers are not designed to support the large numbers of personnel involved in incidents. Bases and camps need to be established if the incident is going beyond initial attack and/or a large number of personnel is required by the incident.

**4. 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:**

RX	ZONE	TX	ZONE	USE
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 McCLELLAN REPEATER
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)
164.875	N/A	164.875	N/A	PRIMARY AIR-GROUND
166.6875	N/A	166.6875	N/A	SECONDARY AIR-GROUND
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)

**East Fork Fire and Paramedic Districts frequencies per this plan:**

Channel Name	Frequency-Tx	Frequency-Rx
East Fork Talk around	155.08500	155.08500
East Fork Repeater	155.08500	155.77500
WHITE 1	154.28000	154.28000
WHITE 2	154.26500	154.26500
WHITE 3	154.29500	154.29500
MUT AID 4	155.14500	155.14500
CalCord	156.07500	156.07500
Douglas County Tac	155.11500	155.11500

**4. Notification and Reports:**

- A. Fires occurring on or threatening lands inside the boundaries of East Fork Fire and Paramedic Districts will be reported immediately to County 9-1-1 Dispatch.
- 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) 883-5995
- 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 7am to 6pm. The after hours on call dispatch phone number is 775-721-0312 or 775-230-4782.

## **VII. ASSISTANCE BY HIRE**

1. All resources provided by East Fork Fire and Paramedic Districts 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 East Fork Fire and Paramedic Districts must contact the BLM duty Officer.
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 East Fork Fire and Paramedic Districts to be submitted to the BLM within five (5) working days
3. Responses to false alarms or resources canceled en route will not be billable.
4. A resource order for District's personnel that are sponsored by the BLM and are on the team personnel roster of a Great Basin T-1 or T-2 team or a local/state approved T-3 team does not have to have the BLM duty officer approval. District personnel that are not on a team and requested for a single resource to a wildland fire incident outside of the mutual aid boundary must have a resource order with approval from the BLM duty officer prior to filling the request.
5. 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 sponsoring agency (Carson City BLM). 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.
6. To receive payment for services rendered, the cooperator will submit all billing invoices to their sponsoring agency (Carson City BLM). Each invoice shall contain a "remit to address" and a "tax ID" number. All invoices will be sent to the parent agency 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 cooperator, the federal agency may make payment as requested.
7. Hand crews and Aircraft are considered assistance by hire

### **XIII. 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.



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. Jurisdictional agencies may want to implement a method to track costs that occur outside of the cost share period, e.g., assign resources new incident order numbers and establish new agency-specific accounting codes.

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.
3. Acres Burned.
4. Cost Apportionment.
5. After-action fiscal review will be conducted within 90 days of fire being declared out.
6. Fire cost tracking and accountability (i.e. Air Tanker and Helicopter drop numbers and location) should be established and maintained early during initial attack.

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. Costs associated with, and incurred by, incident generated resource orders are typically shared

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. These include normal operating expenses such as basic utility costs, buildings and facilities rent, administrative

support, and personnel. These costs are usually agency-specific, unless addressed in master or cost share agreements.

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.** Responsibility for claims or extraordinary settlement costs should be addressed through a separate agreement between agencies.
  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 are rotated, the departing team must brief their counterparts 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.

## **XI. LAND MANAGEMENT CONSIDERATIONS:**

1. East Fork Fire and Paramedic Districts 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 the District federal land management fire suppression guidelines, and provide updated information in a timely manner to East Fork Fire and Paramedic Districts 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. East Fork Fire and Paramedic Districts will abide by and implement these guidelines during any suppression actions.

## **XII. 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 units 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.

**XIII. GENERAL PROVISIONS:**

**1. Local Fire Team**

Participation of the East Fork Fire and Paramedic Districts 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.

## **V. 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 East Fork Fire and Paramedic Districts 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. 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.
3. The first qualified agency fire officer on-scene shall assume command responsibility relinquishing responsibility to a qualified jurisdictional Incident Commander upon their arrival.
4. All agencies 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.
5. Responses to BLM fires by the East Fork Fire and Paramedic Districts and the resources will be documented on the BLM Field Fire Report form, and submitted to the BLM within five (5) working days. The BLM shall provide to the East Fork Fire and Paramedic Districts and the Field Fire Report Forms.
6. 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 East Fork Fire and Paramedic Districts is responsible for structure protection and related costs.

7. 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.
8. Prior to April of each year, the BLM with East Fork Fire and Paramedic Districts designees shall review the Annual Operating Plan as an addendum to this agreement.

**XV. STAFFING PLAN and CONTACT LIST**

**Staffing Plan for Carson City BLM**

Station	Chief Officer	Engine	Equipment
Doyle	Bat-11	CCD-E-3323,3424,PNF E15	PNF Dozer 1
Stead	3911	CCD-E3334, HTF E7133	
Palomino Valley	3911	CCD -E3333,3435	
Carson City	3912	CCD-E3362,3464,3463	
Fish Springs	3912	CCD-E3361	

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

**DUTY OFFICER NUMBER**

**(775) 223-2760**

**Staff Officers**

**Office**

**Mobile**

FMO – Ken Smihula	3900	885-6103	721-2271
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 – Steve Edgar	3904	885-6197	721-2273
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

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

**XVII BILLING PROCEDURES:**

1. **Federal Agency:** BLM will submit bills to the District whenever the District is the Protecting Agency and billing is appropriate.
2. **Department Billings:** When the District is the supporting agency the District will bill the Protecting Agency when 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:
8. All bills for services provided to the District will be mailed to the following address for payment:

East Fork Fire and Paramedic Districts  
Tod Carlini, Fire Chief  
P.O. Box 218  
Minden, NV 89423

9. 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  
5665 Morgan Mill Road  
Carson City, NV 89701  
Attention: Fire Management Officer

## **V. PROTECTION ORGANIZATION & RATES**

1. Billable protection rates will conform to the rate schedule.
2. Portal to Portal pay provisions will be acceptable when the East Fork Fire and Paramedic Districts personnel have been designated entitlement to "portal to portal pay" by home agency per the rate schedule.
3. Equipment is not included in portal to portal pay provisions; however mileage will be reimbursed at the rate indicated in the rate schedule.
4. When an incident does not provide subsistence for assistance-by-hire personnel then per diem at the federally established regional or CONUS rate shall apply. Documentation in the form of receipts must be provided for reimbursement.

### **DEPARTMENT RATE SCHEDULE**

#### **A. EQUIPMENT**



Equipment responding to an incident on an equipment resource order ("E" number) will be billed for hours worked as indicated on the Crew Time Report/Shift Ticket and will include travel time.

Rates based on actual cost to East Fork Fire and Paramedic Districts for 2009.

- Structure Engine - Type I or II (See attached 2009 Reimbursement Schedule)
- Brush Engine - Type III (See attached 2009 Reimbursement Schedule)
- Brush Patrol (See attached 2009 Reimbursement Schedule)
- Water Tender Type I (See attached 2009 Reimbursement Schedule)
- Ambulance w/2EMT's (See attached 2009 Reimbursement Schedule)
- Utility w/officer (See attached 2009 Reimbursement Schedule)
- Rescue/Utility Vehicle (See attached 2009 Reimbursement Schedule)

## B. BLM RATE SCHEDULE

Rates based on actual cost to government personnel rates per 2009 Annual 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.

### 1. Aircraft Costs - Helicopters:

- ❖ Type I Helicopter: **\$7000.00** and up per flight hour.
- ❖ 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.

### 2. Aircraft Costs - Retardant:

- ❖ Retardant is \$2.78/gallon
- ❖ SEAT: 800 gallon load of retardant X \$2.78/gallon = \$2224.00
- ❖ P2V: 2,400 gallon load of retardant X \$2.78/gallon = \$6672.00
- ❖ P3: 3,000 gallon load of retardant X \$2.78/gallon = \$8340.00

### 3. Aircraft Costs - Air Tankers and SEATS:

- ❖ AT-802 SEAT: **\$3000.00 to \$3500.00** per hour depending on CWN contract.
- ❖ P2V: **\$3600.00** per flight hour.
- ❖ P3: **\$6500.00** per flight hour.
- ❖ S2: **\$2900.00** per flight hour.

### 4. Aircraft Costs - Aerial Supervision:

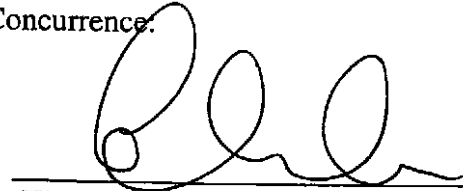
- ❖ Air Attack: **\$750.00 to \$1000.00** per flight hour.

**5. Ground Resources**

- ❖ Type III Engine Staffed with three (3) firefighter's \$230.00/hr.
- ❖ Type IV Engine Staffed with three (3) firefighter's \$225.00/hr.
- ❖ Type VI Engine Staffed with two (2) firefighter's \$210.00/hr.
- ❖ Unimog/Tatra Staffed with three (3) firefighters \$350.00/hr
- ❖ Type II Tender Staffed with one (1) firefighter \$130.00/hr.
- ❖ Command Vehicle Staffed with one Battalion \$100.00/hr.
- ❖ Interagency Hot Shots 20 person crew. \$970.00/hr.

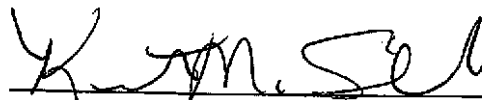
IN WITNESS WHEREOF, the parties have executed this Annual Operating Plan as of  
July 2, 2009

Concurrence:



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

Date 7/10/2009



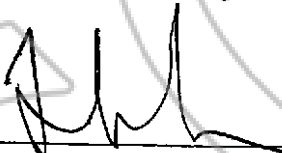
KENNETH M. SMIHULA  
Fire Management Officer  
Carson City Field Office  
Bureau of Land Management

Date 7/10/2009



KENDA TUCKER  
Procurement Analysis  
Nevada State Office  
Bureau of Land Management

Date 7/13/2009



TOD CARLINI  
Fire Chief  
East Fork Fire and Paramedic Districts  
Minden, Nevada

Date 7/8/09



NANCY MCDERMID  
Chairperson  
Board of Fire Commissioners  
Minden, Nevada

Date July 2, 2009



# EAST FORK FIRE AND PARAMEDIC DISTRICTS

P.O. Box 218  
1594 Esmeralda  
Minden, NV 89423  
(775) 782-9040 (775) 782-9043

Tod F. Carlini, District Fire Chief  
Steve Tognoli, Deputy Chief  
Steve Eisele, Deputy Chief  
David Fogerson, Deputy Chief

## 2009 Reimbursement Schedule

### Personnel

All East Fork Fire and Paramedic District personnel are portal-to-portal employees with the ranks of Deputy Chief and District Chief operating under a MOU for reimbursement.

Rank	Hourly rate
Firefighter	\$42.80
Captain	\$59.25
Investigator	\$83.19
Training/Safety Captain	\$57.63
Battalion Chief	\$69.23
Deputy Fire Chief	\$99.29
District Fire Chief	\$108.80

### Apparatus

Apparatus charges are in addition to personnel fees, as our staffing levels may differ on the various types of apparatus. Apparatus shall be billed for 16 out of 24 hours.

Pump GPM	Hourly rate or mileage*
0001 - 1000 gpm	\$75.00 hourly or \$0.95 per mile*
1001 - 1250 gpm	\$90.00 hourly or \$0.95 per mile*
1251 - 1500 gpm	\$95.00 hourly or \$0.95 per mile*
1501 - plus	\$105.00 hourly or \$0.95 per mile*

### Support Vehicles

Support vehicle charges are in addition to personnel fees, as our staffing levels may differ on the various types of vehicles. Support vehicles shall be billed for 16 out of 24 hours.

GVW Rating	Mileage rate
Vehicles under 16,000 GVW	\$0.585 mile
Vehicles over 16,001 GVW	\$0.95 mile

### Administrative Fee

16.59% for MOU's with an administrative fee.

### Notes

Our Tax ID # is 88-6000031

Our DUNS number is 010984979

*\*Mileage fee used in place of apparatus hourly charge if this option is selected in the AOP. Effective January 1, 2009. Subject to revision based upon CBA negotiations.*

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0763389 Page: 20 Of 21 05/11/2010

COPY

**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: May 10 2010  
[Signature] Clerk of the 9th Judicial District Court  
of the State of Nevada on and for the County of Douglas.  
By [Signature] Deputy