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Date: MAY 11, 2010

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Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 18 Fee: 0.00
BK-0510 PG- 1775 RPTT: 0.00



Name: LISA OWEN, EFFPD

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

AGREEMENT #2010.107

(Title of Document)

NO. 2010.107

2010 MAY 10 AM 9:32 COOPERATIVE FIRE PROTECTION AGREEMENT

Between

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
CARSON CITY DISTRICT OFFICE
CARSON CITY, NEVADA

And

EAST FORK FIRE AND PARAMEDIC DISTRICTS
MINDEN, NEVADA

TED THIRAN
CLERK

[Signature]
DEPUTY

This Cooperative Fire Protection Agreement is made and entered into by and between the following entities, who may be referred to herein jointly as the Agencies to this Agreement: (1) The United States Department of Interior, Bureau of Land Management, Carson City District Office referred to as the BLM and (2) East Fork Fire and Paramedic Districts, hereinafter referred to collectively as the District.

Words and phrases used herein may have different meanings or interpretation for different readers. To establish a "common" understanding, words and phrases as used herein are defined in the Glossary of Wildland Fire Terminology found on the "Publications" page of the National Wildfire Coordinating Group web-page (www.NWCG.gov), or by direct link at <http://www.nwcg.gov/pms/pubs/glossary/index.htm>) and in the Glossary attached as Exhibit A.

Supplements to this Agreement, AOP's, Project and Financial Plans and Cost Share Agreements will further describe working relationships, financial arrangements, and joint activities not otherwise specified under the terms of this Agreement.

I. PURPOSE:

A coordinated wildland fire suppression program can avoid unnecessary duplication of suppression resources and is the most cost-effective operational approach to providing protection services. A coordinated approach to fire protection can provide for an equitable and beneficial exchange of fire protection services between all agencies. A distinct advantage will accrue to all agencies hereto and to the agencies receiving fire suppression services through cooperation and coordination of their

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respective fire programs. However, it is understood that management control of individual agency functions must be retained. This Agreement sets forth the general guidelines to be utilized by the staff of the respective agencies to annually negotiate an "Annual Operating Plan."

II. STATEMENT OF MUTUAL BENEFITS:

The BLM and East Fork Fire and Paramedic Districts have the responsibilities for prevention, suppression, and detection of fires on lands administered by each agency, on private lands, and other lands for which both agencies have assumed fire management responsibilities through authorized Agreements.

As agencies maintain resources to protect areas each agency is responsible for, it is mutually advantageous and in the public's interest for the agencies to concur to this Agreement. Agencies shall coordinate and assist in each other's effort in prevention, suppression, and the detection of wildland fires in and adjacent to their areas of responsibility.

This Agreement is also limited to wildland fire management and does not include non-wildland fire management or medical aid responses. However, this Agreement does not preclude agencies from supporting one another in emergency situations as provided by their respective policies, procedures, or other Agreements. In the event of a Presidential Disaster Declaration the agencies may assist one another under the provisions of this Agreement as long as the requested resources are available and all other provisions are met.

III. AUTHORITY:

All agencies hereto have fire protection responsibilities for lands under their respective jurisdictions.

Specifically, East Fork Fire and Paramedic Districts provides for wildland and structure protection on their administered lands within the State of Nevada.

The BLM, Carson City District Office has wildland fire suppression responsibility on lands administered by the BLM within the State of Nevada and the State of California. The BLM has the responsibility.

through various Agreements with other Federal and State agencies for wildland fire protection. The BLM has the authority to enter into Agreements with state and local agencies for the protection of such lands. Authority is derived from:

- The Federal Land Policy and Management Act of 1976 (43 U.S.C. 1748 et seq.), the Protection Act of 1922 (42 Stat. 857; U.S.C. 594).
- The Reciprocal Fire Protection Agreement Act of 1955 (42 U.S.C. 1856 et seq.).
- Department of the Interior and Related Agencies Appropriations Act of 1999, as included in Public Law 105-277, section 101(e).
- The Department of the Interior DM 620, and the Bureau of Land Management Manual 1203 and amendments thereto.
- The Stafford Act, Public Law 93-288 as amended (42 U.S.C. 5121 et seq.).
- The Granger-Thye Act of 1950 (16 U.S.C. 572).
- The Cooperative Funds and Deposits Act of 1975 (16 U.S.C. 565a 1-3).

IV. LOCAL MUTUAL AID:

The BLM agrees:

1. That upon discovery or report of a fire, or through a dispatch request, the BLM will respond with firefighting resources to any wildland fire within the East Fork Fire and Paramedic Districts jurisdiction that is perceived to threaten lands under federal jurisdiction (see attached map – Exhibit B). Fire protection services are limited to those related to wildland fire suppression as opposed to structural fire suppression or protection. 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. East Fork Fire and Paramedic Districts is responsible for structure fire suppression, structure protection and related costs.
2. Mutual aid, for the purposes of this Agreement is the initial attack action

taken, either voluntarily, upon request of the East Fork Fire and Paramedic Districts, or on a preplanned basis by the participating agencies. The participating agencies will provide fire suppression equipment and mutual-aid assistance within their own protection guidelines, safety limitations, and availability of resources, without unnecessary depletion of resources.

3. To provide mutual-aid assistance to the East Fork Fire and Paramedic Districts for a period of 24 hours. The 24-hour period shall begin from the time of initial dispatch. The BLM will bill only for the resources that are on the incident past 24 hours including travel time from release of the incident and any equipment rehabilitation which will be limited to 2 (two) hours maximum. The rates will be posted and updated in the Annual Operating Plan. In the event the incident requires an extensive commitment of resources beyond preplanned basis, and/or involves multiple jurisdictions or goes into extended attack in the first burning period or is longer than 24 hours, then the cost of all resources on the incident will be covered in a Cost Share Agreement (Exhibit C) and cost of those resources will be billed retroactive from the time of dispatch. Mutual aid fire suppression assistance is normally supplied by the existing initial attack forces of the agencies, therefore, it is agreed that such forces are to be released and returned to their respective stations at the earliest practical opportunity. Aircraft and Handcrews are excluded from mutual aid and will be considered as assistance by hire.

The East Fork Fire and Paramedic Districts agrees:

1. That upon discovery or report of a fire, or through a dispatch request, East Fork Fire and Paramedic Districts will respond with firefighting resources to any wildland fire within the federal jurisdiction that is perceived to threaten lands under East Fork Fire and Paramedic Districts jurisdiction (see attached map – Exhibit B). A response outside of the East Fork Fire and Paramedic Districts boundary without the request of the BLM will be considered voluntary mutual assistance and is non-reimbursable unless otherwise agreed to in a cost-share Agreement. Structure protection within East Fork Fire and Paramedic Districts jurisdiction is the responsibility of East Fork Fire and Paramedic Districts.
2. Mutual aid, for the purposes of this Agreement is the initial attack action taken, either voluntarily, upon request of the BLM, or on a preplanned basis by the participating agencies the participating agencies will provide

fire suppression equipment and mutual-aid assistance within their own protection guidelines, safety limitations, and availability of resources, without unnecessary depletion of resources.

3. To provide mutual-aid assistance to the BLM for a period of 24 hours. The 24-hour period shall begin from the time of initial dispatch. The East Fork Fire and Paramedic Districts will bill only for the resources that are on the incident past 24 hours including travel time from release of the incident and any equipment rehabilitation which will be limited to 2 (two) hours maximum. The rates will be posted and updated in the Annual Operating Plan. In the event the incident requires an extensive commitment of resources beyond preplanned basis, and/or involves multiple jurisdictions or goes into extended attack in the first burning period or is longer than 24 hours, then the cost of all resources on the incident will be covered in a Cost Share Agreement (Exhibit C) and cost of those resources will be billed retroactive from the time of dispatch. Mutual aid fire suppression assistance is normally supplied by the existing initial attack forces of the agencies, therefore, it is agreed that such forces are to be released and returned to their respective stations at the earliest practical opportunity. Aircraft and Handcrews are excluded from mutual aid and will be considered as assistance by hire.

V. INTERAGENCY COOPERATION:

1. A fire burning on, or adjacent to, a jurisdictional boundary will be the initial attack responsibility of the protecting agencies on either side of the boundary. The Initial Attack Incident Commander in consultation with the involved agency representative shall mutually agree upon fire suppression objectives, strategy, and the commitment and funding of agency suppression resources. Incident objectives will reflect the priorities of; human life/firefighter safety, protection of property and natural resource values. Unless it is determined that the fire will remain confined to the sole jurisdiction of one agency, a unified command organization will be implemented. When a fire burns on both sides of a protection boundary, a cost share Agreement will be prepared.
2. 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 (Exhibit C).

3. The guiding principles for the dispatch of initial attack suppression resources is to use the closest available resources regardless of which agency they belong to, and regardless of which agency has the protection responsibility.
4. The Agencies 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. On multiple jurisdiction fires, each agency may provide an incident commander and operate under the concept of unified command. All Agencies to this Agreement agree to utilize a single ordering point (dispatch center) for boundary and multiple jurisdictional fires.
6. All Agencies to this Agreement agree that multiple jurisdictional fires which are in a unified command structure, a Complexity Analysis (Exhibit D) will be completed to determine the level of the incident management structure. The Complexity Analysis can also be found in the Incident Response Pocket Guide (IPRG) PMS 461, published by the National Wildfire Coordinating Group (NWCG). This Complexity Analysis should be completed periodically during the incident to ensure proper incident management structure is in place.

VI. ASSISTANCE-BY-HIRE:

1. Agencies to this Agreement will provide current assistance-by-hire rate schedules and updates when rates change. The rates will be posted and updated in the Annual Operating Plan.
2. Assistance-by-hire upon a full reimbursement basis will be extended to the agencies, with the exception of mutual aid assistance as provided in Section IV, paragraph 3. The request to hire fire protection assistance must be

clear and precise, and shall be processed and recorded through the dispatch system of both agencies. Except for mutual aid, all requests for fire suppression assistance shall be assistance-by-hire. Agencies' personnel, equipment, and/or supplies provided to another agency, but not specifically ordered by that agency, shall be considered a voluntary contribution.

3. 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. 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.
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. To receive payment for services rendered, the cooperator will submit all billing invoices to their parent agency. 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 sponsoring 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, BLM may make payment as requested.
6. The East Fork Fire and Paramedic Districts will provide mutual aid and ground initial attack resources on a year-round basis to fires occurring on federal jurisdiction, acknowledging that the federal agencies response will be delayed due to lack of resources during the time period from fall to spring this period of time will be addressed in the Annual Operating Plan.
7. Aircraft and Hand-crews will be assistance by hire for all incidents except on multi jurisdictional incidents where the cost of these resources can be shared according to the cost share Agreement.

VII. FIRE TRESPASS:

1. Fire Trespass is defined as the occurrence of unauthorized wildland fire ignited by human activity for which there is evidence of negligence or intent. The federal regulations provide that any injury to resources on the public lands is an act of trespass for which the trespasser will be liable for damages and subject to prosecution. 43 C.F.R. § 9239.0-7; see also 43 C.F.R. § 9212.1 (“Causing” a fire, other than one specifically excepted by regulation, on public lands is a “prohibited act.”). 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.
2. In responding to and suppressing a wildland fire, 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.” 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. Where the cooperating agency is BLM, appropriate BLM law enforcement and/or fire investigation personnel will assist the lead agency in making those assessments. Consequently, at the outset of the investigation, 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. Should the lead agency choose not to investigate, and/or the fire originates on private lands, the lead agency must invite federal law enforcement officers to co-investigate the fire.
3. For all fire trespass matters, cooperating agencies will provide cost figures and cost documentation to the lead agency. Such costs include fire suppression, natural resource damages, emergency stabilization, and rehabilitation. Cooperating agencies will provide an estimate of these costs to the lead agency within 60 days of the fire being declared out. As final costs are determined, this information also will be provided to the lead agency.

VIII. FIRE TRAINING:

1. For training and qualifications, The BLM and East Fork Fire and Paramedic Districts will adhere to the National Wildfire Coordinating Group (NWCG) PMS-310-1 Wildland Fire Qualifications System Guide.
2. The BLM will inform East Fork Fire and Paramedic Districts of the required training and qualifications for East Fork Fire and Paramedic Districts personnel. The BLM shall inform East Fork Fire and Paramedic Districts of any changes to the PMS 310-1 training and qualification requirements.
3. East Fork Fire and Paramedic Districts and the BLM may conduct joint wildland fire and other related training; the agencies will cooperate to make maximum use of existing personnel, equipment and facilities for joint training purposes.

IX. FACILITIES:

1. It is mutually beneficial that all participating agencies will, when appropriate, make available their facilities for use. Any cost incurred for the utilization of the facility will be negotiated between the agencies.

X. FUELS MANAGEMENT, PREVENTION, EDUCATION, AND MITIGATION:

1. The Agencies to this Agreement agree to coordinate across jurisdictions to establish priorities, cooperate on activities, and increase public awareness by participating in joint fire prevention, educational, and mitigation events.
2. The Agencies to this Agreement may provide assistance to one another as requested and agreed to for the purposes of performing fuels management work. Conditions of the assistance and details related to reimbursement will be agreed to and documented in a different instrument.

XI. REGULATIONS AND REQUIREMENTS:

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 Agencies to this Agreement will ensure that all firefighting personnel staffing their equipment are eighteen (18) years of age or older.
3. The Agencies to this Agreement will ensure that all firefighters are properly trained and qualified, and provided and outfitted with personal protective clothing and safety equipment which meet all requirements of the National Fire Protection Agency and the National Wildfire Coordinating Group.
4. The BLM will provide East Fork Fire and Paramedic Districts with 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.
5. 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. COST SHARE:

1. 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 (Exhibit D). Each agency will provide resources as appropriate and available, and the rationale for sharing costs will be documented in a formal Agreement based upon jurisdictional responsibilities or other pertinent factors.
2. A Cost Share Agreement will be developed on the basis of one of the following four criteria:
 - A. Initial Attack Agreement. During initial attack, resources are dispatched per preseason Agreements or an established operating plan, to a multi-jurisdictional fire. If the incident is controlled with

initial attack resources, agency administrators or delegated agency employee may agree to cost share some or all resource costs (e.g., dozers, handcrews, or aircraft working on both areas of responsibility) regardless of which agency dispatched the resources.

B. You Order, You Pay (YOYP). Under YOYP, each agency is fiscally responsible for the resources they order, regardless of where they are used on the incident. YOYP procedures are as follows:

- 1 A unified ordering point is required and agencies agree to who will order which resources.
- 2 On-incident support costs may be split by the percentage of agency requested resources.
- 3 Off-incident support costs are paid for by the ordering unit.

C. Acres Burned. A cost sharing method where costs are shared based on the acreage percentage of the fire within an agency's protection area. This method is used when agencies' responsibilities, objectives, and suppression costs are similar.

D. Cost Apportionment. The cost apportionment process is a more complex system for identifying agency cost share where incident agencies agree to share costs. It is also used to share final incident costs based upon the usage of resources per operational period.

3. After-action fiscal review will be conducted within 90 days of fire being declared out.

XIII. BILLING PROCEDURES:

1. Federal Agency: The BLM will submit bills to the District whenever the District is the Protecting Agency and billing is appropriate.
2. The District: East Fork Fire and Paramedic Districts 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 the District will be mailed to the following address for payment:

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

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

XIV. MUTUAL UNDERSTANDING:

1. Either agency may, upon its own initiative and after prompt, proper notification, take immediate action to attack a wildland fire within 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. The first qualified agency fire officer on-scene shall assume command responsibility, relinquishing responsibility to a qualified jurisdictional Incident Commander upon their arrival.
3. Agencies to this Agreement 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.
4. Responses to BLM fires by East Fork Fire and Paramedic Districts resources will be documented on the BLM Field Fire Report form (Exhibit

E), and submitted to the BLM within five (5) working days. The BLM shall provide to East Fork Fire and Paramedic Districts the Field Fire Report Forms.

5. 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 fire suppression and related costs.
6. 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.
7. Prior to April of each year, the BLM with the East Fork Fire and Paramedic Districts designees shall review the Annual Operating Plan as an addendum to this Agreement.

A. This Annual Operating Plan shall:

- 1) Clearly identify and define, as appropriate, the operational aspects and field relationships contemplated by this Cooperative Agreement.
- 2) Describe the cost share process and requirements.
- 3) Contain any needed Definitions
- 4) Not conflict with the terms in this Cooperative Agreement.
- 5) Be signed by the BLM Carson City District Managers, the BLM Carson City Fire Management Officers, and the Nevada BLM State Office Contracting Officer.

XV. WAIVER OF CLAIMS:

1. The BLM and the East Fork Fire and Paramedic Districts hereby expressly waive all claims against each other for compensation for any loss, damage, personal injury, or death occurring as a result of performing such Agreements (42 U.S.C. 1856 [a]-[d]). This waiver shall not apply to intentional torts or acts of violence against such persons or property.

When operating under Assistance-by-hire and Mutual Aid actions, all agencies have the responsibility to provide Workman's Compensation, liability, and automotive insurance. East Fork Fire and Paramedic Districts personnel specifically compensated under a city, state or county pay formula, or assistance-by-hire under State of Nevada authority, shall remain the legal and statutory responsibility of that East Fork Fire and Paramedic Districts entity under applicable compensation procedures.

Agencies to this Agreement agree to operate in a safe efficient manner and within the statutory limits applicable to each party. East Fork Fire and Paramedic Districts and the BLM shall be responsible for their own fire equipment and the operational use thereof.

XVI. MISCELLANEOUS CONDITIONS:

All notices, demands, and correspondence required or provided for under this Agreement shall be in writing and delivered in person or mailed by certified mail, postage prepaid, return receipt requested. Notices given to either party shall be addressed as follows:

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

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

Any Agency to this Agreement may change its address by giving notice in writing to the other party, and thereafter, notices, demands, and other correspondence shall be addressed and transmitted to the new address. Notices given in the manner described shall be deemed delivered on the day of personal delivery or the date delivery of mail is first attempted.

This Agreement shall be effective upon execution by the signing agencies and shall continue in effect for five years or until terminated by mutual Agreement with 30 days written notice. If any agency determines to withdraw from this Agreement, withdraw will be effective on service of written notice to all agencies.

COPY

Christopher J. McAlear

Date 7/10/09

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

Kenneth M. Smihula

Date 7/10/2009

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

Kenda C. Tucker

Date 7/13/2009

KENDA TUCKER
Procurement Analysis
Nevada State Office
Bureau of Land Management

Tod Carlini

Date 7/8/09

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

Nancy McDermid

Date July 2, 2009

NANCY MCDERMID
Chairperson
Board of Fire Commissioners
Minden, Nevada

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: March 10, 2010

William J. ... Clerk of the Judicial District Court of the State of Nevada, in and for the County of Douglas.

By *David M. ...* Deputy