

Doc Number: **0844552**

06/16/2014 11:44 AM

OFFICIAL RECORDS

Requested By:
DC/EAST FORK FIRE

DOUGLAS COUNTY RECORDERS
Karen Ellison - Recorder

Page: 1 Of 44 Fee: \$ 0.00

Bk: 0614 Pg: 3453



Deputy. ar

Assessor's Parcel Number: N/A

Date: JUNE 16, 2014

Recording Requested By: _____

Name: LISA OWEN, EFPD

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

 COOPERATIVE FIRE PROTECTION AGREEMENT #2014.124

(Title of Document)

BOCC

BLM-NV-CFPA-NVC0034-2014-006

COOPERATIVE FIRE PROTECTION AGREEMENT

Between

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

And

**THE EAST FORK FIRE AND PARAMEDIC DISTRICTS
MINDEN, NEVADA**

AGREEMENT NUMBER:

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, hereinafter referred to as Federal Agency or the BLM and (2) East Fork Fire and Paramedic Districts, hereinafter referred to 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.nwccg.gov, or by direct link at <http://www.nwccg.gov/pms/pubs/glossary/index.htm>).

Supplements to this Agreement, AOPs, 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.

[Signature]
TED THIRAN
CLERK
DEPUTY

2014 JUN 13 PM 4:23

NO 2014.127

FILED

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 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 District 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, the District provide for wildland and structure protection on their administered lands within the State of Nevada.

The BLM Carson City District Office, have wildland fire suppression responsibility on lands administered by the BLM within the State of Nevada. BLM responsibility derives from various Agreements with other federal agencies and the military, pertinent to wildland fire protection. 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. 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 Fire Districts' jurisdiction or within the Districts' "response area" that is perceived to threaten lands under federal jurisdiction (see attached map – Exhibit A). Fire protection services are limited to those related to wildland fire suppression as opposed to structural fire suppression or protection. The Federal Agencies are 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 District is responsible for structure fire suppression, structure protection and related costs within their jurisdictional boundaries.

2. Mutual aid, for the purposes of this Agreement is the initial attack action taken, either voluntarily, upon request of the District, 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 District for a period of 24 hours. The 24-hour period shall begin from the time of initial dispatch. The Federal agencies 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 B) 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 hand crews are excluded from mutual aid and will be considered as assistance by hire.

The District agrees:

1. That upon discovery or report of a fire, or through a dispatch request, the District will respond with firefighting resources to any wildland fire within the federal jurisdiction that is perceived to threaten lands under the Districts' jurisdiction or within the Districts' "response area" (see attached map – Exhibit A). A response outside of the Districts' boundaries or response area 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 or is assistance for hire provided in BLM's off

season as addressed within the AOP. Structure protection within the Districts' jurisdiction is the responsibility of the District.

2. Mutual aid, for the purposes of this Agreement is the initial attack action taken, either voluntarily, upon request of the Federal Agencies, 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 Federal Agencies for a period of 24 hours. The 24-hour period shall begin from the time of initial dispatch. The District 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 B) 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 hand crews 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 B).
3. The guiding principle for the dispatch of initial attack suppression resources on first alarm 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 Incident Management System (NIMS) 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 coordinated ordering process when in unified command. This ordering process includes 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 Risk Complexity Analysis (Exhibit C) 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, paragraphs 3 applicable to both agencies. 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. The District, when resources are available, will provide mutual aid and ground initial attack resources on a year-round basis to fires occurring on federal jurisdiction, in recognition 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 identified in the Annual Operating Plan. The District shall bill BLM for these incidents as per Section 11 of the Federal Fire Prevention and Control Act of 1974.
4. 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 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 Federal agencies and the District will adhere to the National Wildfire Coordinating Group (NWCG) PMS-310-1 Wildland Fire Qualifications System Guide.
2. The Federal Agencies will inform the District of the required training and qualifications for the District personnel. The Federal Agency shall inform the District of any changes to the PMS 310-1 training and qualification requirements.

3. The District and the Federal Agencies 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. ADMINISTRATION AND PLANNING

1. The agencies will work together for pre-incident planning and administrative preparedness activities to coordinate incident operations including development of response plans for high-hazard communities. The Annual Operating Plan will list the goals for the year.

X. 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.

XI. 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.

XII. REGULATIONS AND REQUIREMENTS:

1. The District will abide by and implement the Federal Agency'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 or the National Wildfire Coordinating Group.
4. The Federal Agencies will provide the District with federal land management fire suppression guidelines, provide updated information in a timely manner to the District as the guidelines change and provide the District with maps of BLM jurisdiction.
5. The Federal Agencies will provide resource advisors as needed to fires on federal jurisdiction to ensure appropriate suppression guidelines are followed. The District will abide by and implement these guidelines during any suppression actions.

XIII. COST SHARE:

1. On multi-jurisdictional or multiple operational period incidents that threaten or burn across direct protection boundaries, or fires that exceed the Mutual Aid period, or short duration incidents that entail significant commitment of suppression resources, the parties will jointly develop a written Cost Share Agreement (Exhibit B). 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 per established operating plans for 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, hand crews, 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.

XIV. BILLING PROCEDURES:

Incident Billing Documentation: Federal, state and local cooperators should receive an OF-288, Emergency Firefighter Time Report for each resource assigned to the incident. Resources are to ensure that OF-288s are complete and accurate prior to demobilization from the incident. Incident agencies are not to submit OF-288s to the agency payment center on behalf of the federal (excluding Forest Service AD employees), state or local cooperators. (Note: On smaller local incidents, an SF-261, Crew Time Report, signed by an incident supervisor will suffice in place of an OF-288.)

OF-286, Emergency Equipment Use Invoice, should NOT be completed by the incident agency for federal, state and local cooperator vehicles

(including rental vehicles). Cooperators will bill the protecting agency for vehicle use based on work time recorded on the OF-288 using the guidelines below.

Non-Billable Items

The following items are NOT considered billable by the Agencies:

1. Agency overhead personnel performing agency specific duties and not assigned to the incident
2. Non-expendable accountable property
3. Interest and indemnities payments
4. Agency specific Burned Area Emergency Rehabilitation (BAER) beyond suppression damage rehab
5. False Alarms with the exception of aircraft and hand crews

Billable and Shareable

Indirect Costs Not On Resource Orders:

There are associated costs that both State and Federal Agencies incur in providing resources to an incident. Per the Cooperative Fire Protection Agreement, Clause 29, Assistance by Hire; personnel, equipment, supplies or services provided by a supporting agency and essential to filling the resource order, which are necessary and reasonable, shall be considered as reimbursable as Assistance by Hire. While, on the surface, they are not ordered "by and for the incident," they are necessary to mobilize ordered resources or acquire services for the incident and are valid charges (i.e. mobilization of crews, equipment contractors etc.). These associated costs that are a result of the incident are considered to be an added cost to the agency. These activities may not be "documented" on a resource order and will be billed using agency specific financial system reports. Examples include, but are not limited, to:

- **Dispatchers**
- **Airbase Costs**: includes salaries, travel expenses, retardant and supplies associated with the airbase in support of the incident.
- **Warehouse/Cache**: includes local and regional cache personnel and associated transportation costs when performing activities in support of the incident.
- **Mobilization Centers**: includes personnel performing activities within a

mob center in support of the incident. These mobilization centers are established by agencies to support the incident.

- **Transportation Costs:** includes personnel performing activities in support of the incident or mobilization centers. This may also include salaries, mileage and lodging/per diem.
- **Temporary Incident Payment Center Activity:** includes personnel performing activities in support of the incident, which may include salaries, travel expenses, supplies and temporary facility rental.
- **Agency Support Cost Covered Under Specific Labor Agreements:** includes cost of lodging/per diem and related mileage to and from the incident.
- **Backfill:** backfill coverage for shift firefighters assigned to fire stations will be billable to the incident. The overtime for the backfill will be billed to the incident and the regular time for the person on the incident will not be billed.
- **Invoice Preparation:** includes charges by agency staff for the preparation of incident billing documents/packages.
- **Correction Officers:** all time for State correction officers will be fully reimbursable. Base pay and overtime is reimbursable if there is no back fill. If the Department of Corrections back fills then only overtime for the correctional officer and backfill is reimbursable.

1. Federal Agency: Federal Agency will submit bills to the District whenever the District is the Protecting Agency and billing is appropriate. If the either party provides a billable service on an incident (either assistance by hire or cost share) on which the cooperator is a party to the Nevada WFPP, billings will be submitted to Nevada Division of Forestry for payment.
2. The District: The District will submit bills to the Federal Agency whenever the Federal Agency is the Protecting Agency and billing is appropriate.

The District Billings:

BLM/BIA Jurisdictional Fires: All billings for both in-state and out-of-state BLM/BIA jurisdictional fires will be billed to the BLM.

NV FS Jurisdictional Fires: Refer to local Cooperative Fire Protection

Act (CFPA) agreement with the Humboldt-Toiyabe NF for billing instructions. If no CFPA is in place with the Humboldt-Toiyabe NF, submit billings to the BLM.

FS Jurisdictional Fires (Out of State): Refer to local Cooperative Fire Protection Act (CFPA) agreement with the Humboldt-Toiyabe NF for billing instructions. If no CFPA is in place with the Humboldt-Toiyabe NF, submit billings to the BLM.

U.S. Fish and Wildlife (FWS) Fires: Refer to local Cooperative Fire Protection Act (CFPA) agreement for billing instructions. If no CFPA is in place with FWS, submit billings to:

USDI, Fish and Wildlife Service
ATTN: Incident Business Lead
3833 South Development Avenue
Boise, ID 83705

National Park Service (NPS) Fires: Refer to local Cooperative Fire Protection Act (CFPA) agreement for billing instructions. If no CFPA is in place with NPS, submit billings to:

USDI, National Park Service
ATTN: Incident Business Lead
3833 South Development Avenue
Boise, ID 83705

State Fires (Out of State): Submit all billings for state fires outside the state of Nevada to the Humboldt-Toiyabe NF, 1200 Franklin Way, Sparks, NV 89431.

State Fires (In State): Submit all billings for Nevada State fires to:

Nevada Division of Forestry
2478 Fairview Drive
Carson City, NV 89701

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.
 - ❖ Tax ID/DUNS number
 - ❖ 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 cost 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.

Note: Supporting documentation must be taped on 8 ½" x 11" sheets of paper. Photo copies will be accepted.

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 F. Carlini, District Chief
PO 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

XV. MUTUAL UNDERSTANDING:

1. Either agency may, upon its own initiative and after prompt, proper notification, take immediate action to attack a wildland fire within the Districts' or the respective Federal Agencies' 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 District resources will be documented on the BLM Field Fire Report form (Exhibit D), and submitted to the BLM within

five (5) working days. The BLM shall provide to the District the BLM Field Fire Report Forms.

5. The Federal Agency 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 District 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, Federal Agency and the District 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 Office Managers the BLM Carson City District Fire Management Officers and the Nevada BLM State Office Contracting Officer.

XVI. WAIVER OF CLAIMS:

1. The Federal Agencies and the District 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. District 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 the respective District 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. The Federal agencies and the District shall be responsible for their own fire equipment and the operational use thereof.

XVII. MISCELLANEOUS CONDITIONS:

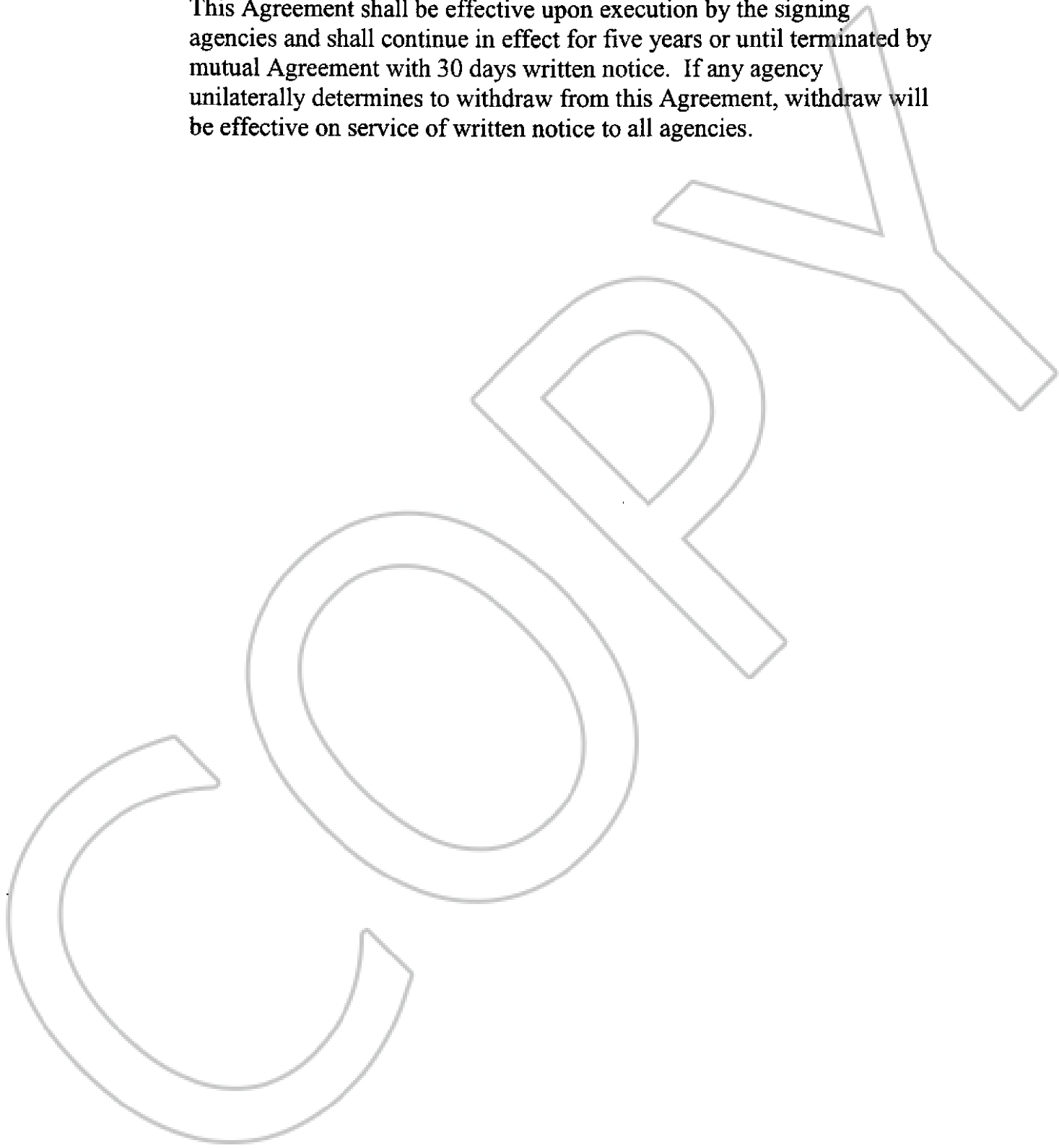
All notices, demands, and correspondence required or provided for under this Agreement shall be in writing and delivered in person or mailed by certified mail, postage prepaid, return receipt requested. Notices given to either party shall be addressed as follows:

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

East Fork Fire and Paramedic Districts
Attention: Tod F. Carlini, District Chief
PO 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 unilaterally determines to withdraw from this Agreement, withdraw will be effective on service of written notice to all agencies.



Bernadette Lavato

Date 5/13/2014

BERNADETTE LAVATO
Carson City District Manager
Carson City District Office
Bureau of Land Management

Shane McDonald

Date 5/13/14

SHANE McDONALD
Fire Management Officer
Carson City District Office
Bureau of Land Management

Kenda Tucker

Date 5/21/2014

KENDA TUCKER
Procurement Analyst
Nevada State Office
Bureau of Land Management

Tod Carlini

Date 4/15/14

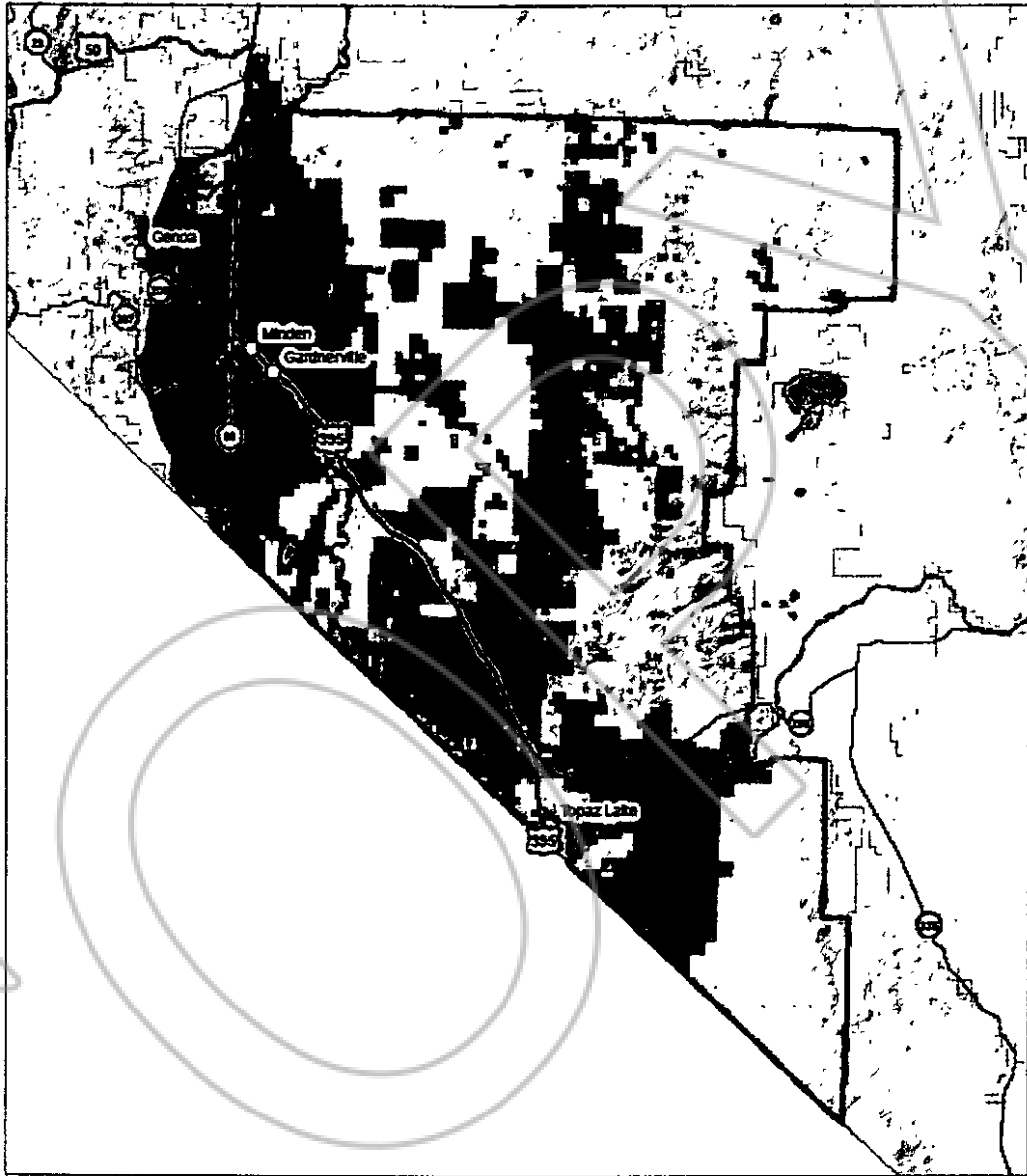
TOD CARLINI
District Chief
East Fork Fire and Paramedic Districts

Doug N. Johnson

Date May 1, 2014

Doug N. Johnson
CHAIRPERSON
Board of Fire Commissioners
Minden, Nevada

Exhibit A



| | | | | |
|---|--|--|----------|--|
| <p>East Fork AFD</p> <p>PA & land under East Fork AFD</p> <p>Landowner</p> <p>BLM BLM BLM BLM BLM BLM</p> | | <p>BLM Carson City District & East Fork Fire Dept. Cooperation Protection Agreement</p> | <p>N</p> | |
| | | <p>0 2 4 8 12 16 Miles</p> | | |
| | | <p>No warranty is made by the Bureau of Land Management as to the accuracy, reliability or completeness of these data for individual use or aggregate use with other data.</p> | | |
| | | <p>United States Department of the Interior, Bureau of Land Management, Carson City Field Office</p> | | |

Exhibit B
Example Cost Share Agreement

COST SHARE AGREEMENT

USDA FOREST SERVICE

And

STATE OF CALIFORNIA

DEPARTMENT OF FORESTRY AND FIRE PROTECTION

The following is the cost share agreement between the above named agencies as it was negotiated for the following incident:

INCIDENT NAME: Berry Fire

INCIDENT NUMBER BY AGENCY: CAL FIRE – CA-RRU-055439
USFS – P5A7MP

INCIDENT START DATE AND TIME: July 11, 2007 at 1502 hours

JURISDICTIONS: USFS – San Bernardino National Forest
California Department of Forestry and Fire Protection – CAL FIRE

COOPERATIVE FIRE PROTECTION NUMBERS:

INCIDENT CAUSE: Under investigation

COMMAND STRUCTURE: Unified command

Start Date/Time: July 11, 2007 at 1800

End date/time: July 16, 2007 at 1800

COST-SHARE PERIOD: July 7, 2007 - July 16, 2007

INCIDENT COMMANDER: HECTOR MONTANO, CAL FIRE

INCIDENT COMMANDER: MICHAELA MELTOR, USFS

AGENCY REPRESENTATIVE: CAL FIRE – HECTOR MONTANO

UNIFIED ORDERING POINT: Perris Emergency Command Center

SAMPLE COST SHARE AGREEMENT

Agency Representatives participating in development of this cost share agreement:

Rick Money, USFS Todd Shymanski, CAL FIRE
Jake Zimmer, USFS
Maryanna Cycle, BLM

This cost share agreement between USDA, Forest Service (USFS), and State of California Department of Forestry and Fire Protection (CAL FIRE) was prepared under the following guidelines:

1. In accordance with the Cooperative Fire Protection Agreement between the USDA, Forest Service, USDI, Bureau of Land Management, USDI National Park Service and the California Department of Forestry and Fire Protection.
 2. All costs originating from orders placed by and for the incident that can be reasonably obtained and estimated for the cost share period will be included in this agreement and will be shared on the basis of the Incident Commander's (IC)/Agency Administrator's (AA) mutual agreement.
 3. Costs for nonexpendable property purchases by each agency will be charged directly to that agency and will not be shared.
 4. Costs incurred by cooperators not engaged in joint fire suppression activities will not be included as a part of this cost share agreement.
 5. Agency specific costs will not be shared.
 6. Responsibility for tort claim costs or compensation for injury costs will not be a part of this agreement. Responsibility for these costs will be determined outside of this agreement.
 7. Non-suppression rehabilitation costs are the responsibility of the jurisdictional agency and will not be shared.
 8. Daily cost sharing will be documented and approved by the ICs/ARs for cost apportionment.
- SAMPLE COST SHARE AGREEMENT
9. Sharing of final actual costs between the agencies will be based on a summary of daily estimated incident suppression costs and each agency's proportionate share thereof as agreed to by the jurisdictional representatives.
 10. Shared costs will be based on the IC's/AA's mutual judgment and agreement as to threat, incident objectives, and resources assigned for each agency's area of responsibility.

11. Aircraft and retardant costs will be shared on an actual use basis as determined by the IC's/AA's and will be calculated as a separate cost.
12. An administrative charge, the pre-established percentage set by each agency, will be applied by the agency issuing the settlement billing for the net amount owed.
13. Within 10 months, the parties to this agreement will meet to determine the total costs of each agency. The agency whose total actual costs exceed their proportional share of the overall incident final costs as determined within this agreement will bill the other agency. The billing, when paid, will result in each agency sharing overall incident costs as herein agreed.
14. All costs relating to the Mountain Structure Branch formed at the request of the Riverside County Fire Department will be paid by the requesting agency and not included in the cost pool.
15. MAFFS will be paid by the USFS and not included in the cost pool.
16. The following agencies will be responsible for collecting actual cost/expenditure data that will make up the cost pool of shareable costs.

| COST SOURCES | RESPONSIBLE AGENCY |
|----------------|----------------------------------|
| Federal Agency | USFS – San Bernardino NF |
| State Agency | CAL FIRE – Riverside Ranger Unit |

In accordance with the attached documentation it is hereby agreed that cost sharing on this incident will be:

| AGENCY | GROUND RESOURCES | AIRCRAFT/RETARDANT |
|--------|------------------|--------------------|
| USFS | 54.72% | 90.61% |
| CDF | 45.28% | 9.39% |
| Total | 100% | 100% |

This agreement and the apportionment are our best judgments of agency cost responsibilities.

MICHAELA MELTOR
Forest Service

HECTOR MONTANO USDA,
State of California, Department of
Forestry and Fire Protection

Signature, Agency Representative

Signature, Agency Representative

Mailing Address:
USDA, Forest Service
Cajon Ranger District
1209 Lytle Creek Road
Lytle Creek, CA 92358

Mailing Address:
CAL FIRE
County Administrative Center
82-657 Highway 111
2nd Floor, Suite 210
Indo, CA 92201
Telephone: (000) 999-4321

Telephone: (000) 999-1234

Date of this finalized agreement: 7/16/2007
Contacts are:

Rick Money
USDA, Forest Service
19777 Greenley Road
Sonora, CA 95370
(209) 532-3671 x425

Jake Zimmer
USDA, Forest Service
24356 Nobe Street
Corona, CA 92883
(951) 277-4683

Maryanna Cycle
USDI, BLM
2800 Cottage Way, Rm W-1834 210
Sacramento, CA 95825
(911) 999-2222

Tina Shistter
CAL FIRE
West San Jacinto Ave.
Perris, CA 92570
(911) 333-1111

Attachments will follow, if applicable.

Exhibit C Wildland Fire Risk and Complexity Assessment

The Wildland Fire Risk and Complexity Assessment should be used to evaluate firefighter safety issues, assess risk, and identify the appropriate incident management organization. Determining incident complexity is a subjective process based on examining a combination of indicators or factors. An incident's complexity can change over time; incident managers should periodically re-evaluate incident complexity to ensure that the incident is managed properly with the right resources.

Instructions:

Incident Commanders should complete Part A and Part B and relay this information to the Agency Administrator. If the fire exceeds initial attack or will be managed to accomplish resource management objectives, Incident Commanders should also complete Part C and provide the information to the Agency Administrator.

Part A: Firefighter Safety Assessment

Evaluate the following items, mitigate as necessary, and note any concerns, mitigations, or other information.

| Evaluate these items | Concerns, mitigations, notes |
|--|------------------------------|
| LCES | |
| Fire Orders and Watch Out Situations | |
| Multiple operational periods have occurred without achieving initial objectives | |
| Incident personnel are overextended mentally and/or physically and are affected by cumulative fatigue. | |
| Communication is ineffective with tactical resources and/or dispatch. | |
| Operations are at the limit of span of control. | |
| Aviation operations are complex and/or aviation oversight is lacking. | |
| Logistical support for the incident is inadequate or difficult | |

Part B: Relative Risk Assessment

| Values | | | | Notes/Mitigation |
|--|---|---|---|------------------|
| <p><u>B1. Infrastructure/Natural/Cultural Concerns</u></p> <p>Based on the number and kinds of values to be protected, and the difficulty to protect them, rank this element low, moderate, or high.</p> <p>Considerations: key resources potentially affected by the fire such as urban interface, structures, critical municipal watershed, commercial timber, developments, recreational facilities, power/pipelines, communication sites, highways, potential for evacuation, unique natural resources, special-designation areas, T&E species habitat, cultural sites, and wilderness.</p> | L | M | H | |
| <p><u>B2. Proximity and Threat of Fire to Values</u></p> <p>Evaluate the potential threat to values based on their proximity to the fire, and rank this element low, moderate, or high.</p> | L | M | H | |
| <p><u>B3. Social/Economic Concerns</u></p> <p>Evaluate the potential impacts of the fire to social and/or economic concerns, and rank this element low, moderate, or high.</p> <p>Considerations: impacts to social or economic concerns of an individual, business, community or other stakeholder; other fire management jurisdictions; tribal subsistence or gathering of natural resources; air quality regulatory requirements; public tolerance of smoke; and restrictions and/or closures in effect or being considered</p> | L | M | H | |
| Hazards | | | | Notes/Mitigation |
| <p><u>B4. Fuel Conditions</u></p> <p>Consider fuel conditions ahead of the fire and rank this element low, moderate, or high.</p> <p>Evaluate fuel conditions that exhibit high ROS and intensity for your area, such as those caused by invasive species or insect/disease outbreaks; continuity of fuels; low fuel moisture</p> | L | M | H | |
| <p><u>B5. Fire Behavior</u></p> <p>Evaluate the current fire behavior and rank this element low, moderate, or high.</p> <p>Considerations: intensity; rates of spread; crowning, profuse or long-range spotting.</p> | L | M | H | |

| Hazards | | | | Notes/Mitigation |
|---|---------|---|----------|------------------|
| <p><u>B6. Potential Fire Growth</u></p> <p>Evaluate the potential fire growth, and rank this element low, moderate, or high.</p> <p>Considerations: Potential exists for extreme fire behavior (fuel moisture, continuity, winds, etc.); weather forecast indicating no significant relief or worsening conditions; resistance to control.</p> | L | M | H | |
| Probability | | | | Notes/Mitigation |
| <p><u>B7. Time of Season</u></p> <p>Evaluate the potential for a long-duration fire and rank this element low, moderate, or high.</p> <p>Considerations: time remaining until a season ending event.</p> | L | M | H | |
| <p><u>B8. Barriers to Fire Spread</u></p> <p>If many natural and/or human-made barriers are present and limiting fire spread, rank this element low. If some barriers are present and limiting fire spread, rank this element moderate. If no barriers are present, rank this element high.</p> | L | M | H | |
| <p><u>B9. Seasonal Severity</u></p> <p>Evaluate fire danger indices and rank this element low/moderate, high, or very high/extreme.</p> <p>Considerations: energy release component (ERC), drought status; live and dead fuel moistures; fire danger indices; adjective fire danger rating; preparedness level</p> | L/ M | H | VH /E | |
| Enter the number of items circled for each column. | | | | |

Relative Risk Rating (circle one):

| | |
|----------|---|
| Low | Majority of items are "Low", with a few items rated as "Moderate" and/or "High" |
| Moderate | Majority of items are "Moderate", with a few items rated as "Low" and/or "High" |
| High | Majority of items are "High"; A few items may be rated as "Low" or "Moderate". |

Part C: Organization

| | | | | |
|---|--|--|--|--|
| Relative Risk Rating (From Part B) | | | | |
|---|--|--|--|--|

| | | | | |
|--|--|---|---|---|
| Circle the Relative Risk Rating (from Part B). | | L | M | H |
|--|--|---|---|---|

| Implementation Difficulty | | | | | Notes/Mitigation |
|---|-----|---|---|---|------------------|
| <p><u>C1. Potential Fire Duration</u></p> <p>Evaluate the estimated length of time that the fire may continue to burn if no action is taken and amount of season remaining. Rank this element low, moderate, or high. Note: This will vary by geographic area.</p> | N/A | L | M | H | |
| <p><u>C2. Incident Strategies (Course of Action)</u></p> <p>Evaluate the level of firefighter and aviation exposure required to successfully meet the current strategy and implement the course of action. Rank this element as low, moderate, or high.</p> <p>Considerations: Availability of resources; likelihood that those resources will be effective; exposure of firefighters; reliance on aircraft to accomplish objectives; trigger points clear and defined</p> | N/A | L | M | H | |
| <p><u>C3. Functional Concerns</u></p> <p>Evaluate the need to increase organizational structure to adequately and safely manage the incident, and rank this element low (adequate), moderate (some additional support needed), or high (current capability inadequate).</p> <p>Considerations: Incident management functions (logistics, finance, operations, information, planning, safety, and/or specialized personnel/equipment) are inadequate and needed; access to EMS support, heavy commitment of local resources to logistical support; ability of local businesses to sustain logistical support; substantial air operation which is not properly staffed; worked multiple operational periods without achieving initial objectives; incident personnel overextended mentally and/or physically, Incident Action Plans, briefings, etc. missing or poorly prepared; performance of firefighting resources affected by cumulative fatigue; and ineffective communications.</p> | N/A | L | M | H | |
| Socio/Political Concerns | | | | | Notes/Mitigation |
| <p><u>C4. Objective Concerns</u></p> <p>Evaluate the complexity of the incident objectives and rank this element low, moderate, or high.</p> <p>Considerations: clarity; ability of current organization to accomplish; disagreement among cooperators; tactical/operational restrictions; complex objectives involving multiple focuses; objectives influenced by serious accidents or fatalities.</p> | N/A | L | M | H | |

| Socio/Political Concerns | | | | | Notes/Mitigation |
|---|-----|---|---|---|------------------|
| <p><u>C5. External Influences</u></p> <p>Evaluate the effect external influences will have on how the fire is managed and rank this element low, moderate, or high.</p> <p>Considerations: limited local resources available for initial attack; increasing media involvement, social/print/television media interest; controversial fire policy; threat to safety of visitors from fire and related operations; restrictions and/or closures in effect or being considered; pre-existing controversies/ relationships; smoke management problems; sensitive political concerns/interests.</p> | N/A | L | M | H | |
| <p><u>C6. Ownership Concerns</u></p> <p>Evaluate the effect ownership/jurisdiction will have on how the fire is managed and rank this element low, moderate, or high.</p> <p>Considerations: disagreements over policy, responsibility, and/or management response; fire burning or threatening more than one jurisdiction, potential for unified command; different or conflicting management objectives; potential for claims (damages); disputes over suppression responsibility.</p> | N/A | L | M | H | |
| <p>Enter the number of items circled for each column.</p> | | | | | |

Part C: Organization (continued)

Recommended Organization (circle one):

| | |
|---------------|--|
| Type 5 | Majority of items rated as "N/A"; a few items may be rated in other categories. |
| Type 4 | Majority of items rated as "Low", with some items rated as "N/A", and a few items rated as "Moderate" or "High". |
| Type 3 | Majority of items rated as "Moderate", with a few items rated in other categories. |
| Type 2 | Majority of items rated as "Moderate", with a few items rated as "High" |
| Type 1 | Majority of items rated as "High"; a few items may be rated in other categories. |

Rationale:

Use this section to document the incident management organization for the fire. If the incident management organization is different than the Wildland Fire Risk and Complexity Assessment recommends, document why an alternative organization was selected. Use the "Notes/Mitigation" column to address mitigation actions for a specific element, and include these mitigations in the rationale

Name of Incident: _____ Unit(s): _____

Date/Time: _____ Signature of Preparer: _____

Indicators of Incident Complexity

Common indicators may include the area (location) involved; threat to life, environment and property; political sensitivity, organizational complexity, jurisdictional boundaries, values at risk, and weather. Most indicators are common to all incidents, but some may be unique to a particular type of incident. The following are common contributing indicators for each of the five complexity types.

TYPE 5 INCIDENT COMPLEXITY INDICATORS

| General Indicators | Span of Control Indicators |
|--|--|
| <ul style="list-style-type: none"> • Incident is typically terminated or concluded (objective met) within a short time once resources arrive on scene • For incidents managed for resource objectives, minimal staffing/oversight is required • One to five single resources may be needed • Formal Incident Planning Process not needed • Written Incident Action Plan (IAP) not needed • Minimal effects to population immediately surrounding the incident • Critical Infrastructure, or Key Resources, not adversely affected | <ul style="list-style-type: none"> • Incident Commander (IC) position filled • Single resources are directly supervised by the IC • Command Staff or General Staff positions not needed to reduce workload or span of control |

TYPE 4 INCIDENT COMPLEXITY INDICATORS

| General Indicators | Span of Control Indicators |
|--|---|
| <ul style="list-style-type: none"> • Incident objectives are typically met within one operational period once resources arrive on scene, but resources may remain on scene for multiple operational periods • Multiple resources (over 6) may be needed • Resources may require limited logistical support • Formal Incident Planning Process not needed • Written Incident Action Plan (IAP) not needed • Limited effects to population surrounding incident • Critical Infrastructure or Key Resources may be adversely affected, but mitigation measures are uncomplicated and can be implemented within one Operational Period • Elected and appointed governing officials, stakeholder groups, and political organizations require little or no interaction | <ul style="list-style-type: none"> • IC role filled • Resources either directly supervised by the IC or supervised through an ICS Leader position • Task Forces or Strike Teams may be used to reduce span of control to an acceptable level • Command Staff positions may be filled to reduce workload or span of control • General Staff position(s) may be filled to reduce workload or span of control |

TYPE 3 INCIDENT COMPLEXITY INDICATORS

| General Indicators | Span of Control Indicators |
|--|---|
| <ul style="list-style-type: none"> • Incident typically extends into multiple operational periods • Incident objectives usually not met within the first or second operational period • Resources may need to remain at scene for multiple operational periods, requiring logistical support • Numerous kinds and types of resources may be required • Formal Incident Planning Process is initiated and followed • Written Incident Action Plan (IAP) needed for each Operational Period • Responders may range up to 200 total personnel • Incident may require an Incident Base to provide support • Population surrounding incident affected • Critical Infrastructure or Key Resources may be adversely affected and actions to mitigate effects may extend into multiple Operational Periods • Elected and appointed governing officials, stakeholder groups, and political organizations require some level of interaction | <ul style="list-style-type: none"> • IC role filled • Numerous resources supervised indirectly through the establishment and expansion of the Operations Section and its subordinate positions • Division Supervisors, Group Supervisors, Task Forces, and Strike Teams used to reduce span of control to an acceptable level • Command Staff positions filled to reduce workload or span of control • General Staff position(s) filled to reduce workload or span of control • ICS functional units may need to be filled to reduce workload |

TYPE 2 INCIDENT COMPLEXITY INDICATORS

| General Indicators | Span of Control Indicators |
|---|--|
| <ul style="list-style-type: none"> • Incident displays moderate resistance to stabilization or mitigation and will extend into multiple operational periods covering several days • Incident objectives usually not met within the first several Operational Periods • Resources may need to remain at scene for up to 7 days and require complete logistical support • Numerous kinds and types of resources may be required including many that will trigger a formal demobilization process • Formal Incident Planning Process is initiated and followed • Written Incident Action Plan (IAP) needed for each Operational Period • Responders may range from 200 to 500 total • Incident requires an Incident Base and several other ICS facilities to provide support • Population surrounding general incident area affected • Critical Infrastructure or Key Resources may be adversely affected, or possibly destroyed, and actions to mitigate effects may extend into multiple Operational Periods and require considerable coordination • Elected and appointed governing officials, stakeholder groups, and political organizations require a moderate level of interaction | <ul style="list-style-type: none"> • IC role filled • Large numbers of resources supervised indirectly through the expansion of the Operations Section and its subordinate positions • Branch Director position(s) may be filled for organizational or span of control purposes • Division Supervisors, Group Supervisors, Task Forces, and Strike Teams used to reduce span of control • All Command Staff positions filled • All General Staff positions filled • Most ICS functional units filled to reduce workload |

TYPE 1 INCIDENT COMPLEXITY INDICATORS

| General Indicators | Span of Control Indicators |
|---|---|
| <ul style="list-style-type: none"> • Incident displays high resistance to stabilization or mitigation and will extend into numerous operational periods covering several days to several weeks • Incident objectives usually not met within the first several Operational Periods • Resources may need to remain at scene for up to 14 days, require complete logistical support, and several possible personnel replacements • Numerous kinds and types of resources may be required, including many that will trigger a formal demobilization process • DOD assets, or other nontraditional agencies, may be involved in the response, requiring close coordination and support • Complex aviation operations involving multiple aircraft may be involved • Formal Incident Planning Process is initiated and followed. • Written Incident Action Plan (IAP) needed for each Operational Period • Responders may range from 500 to several thousand total • Incident requires an Incident Base and numerous other ICS facilities to provide support • Population surrounding the region or state where the incident occurred is affected • Numerous Critical Infrastructure or Key Resources adversely affected or destroyed. Actions to mitigate effects will extend into multiple Operational Periods spanning days or weeks and require long-term planning and considerable coordination • Elected and appointed governing officials, stakeholder groups, and political organizations require a high level of interaction | <ul style="list-style-type: none"> • IC role filled • Large numbers of resources supervised indirectly through the expansion of the Operations Section and its subordinate positions • Branch Director Position(s) may be filled for organizational or span of control purposes • Division Supervisors, Group Supervisors, Task Forces, and Strike Teams used to reduce span of control • All Command Staff positions filled and many include assistants • All General Staff positions filled and many include deputy positions • Most or all ICS functional units filled to reduce workload |

Exhibit D
BLM Fire Report/2013 IA Card



INITIAL ATTACK FIRE SIZE-UP

****Report Size-Up Information Immediately****

Fire Name: _____ Incident Commander: _____

Descriptive Location: _____

NAD 83 Latitude: Deg. _____ Min. _____ Sec. _____ Longitude: Deg. _____ Min. _____ Sec. _____

Estimated Size: _____ Acres Active Perimeter: _____ %

Fire Investigator: No Yes Name: _____

Structure Threat: No Yes, if yes: Eminent Threat Threat In Area / Low Potential

Structure Kind: _____ How Many: _____ Distance From Fire: _____ Direction From Fire _____

Fire Potential: Toward Structures Away From Structures Timeline: _____

Control Problems / Hazards (specify): _____

Spread Potential: 1) Low 2) Moderate 3) High 4) Extreme

Character of Fire: 1) Smoldering 3) Running 5) Torching 7) Crown/Spotting

2) Creeping 4) Spotting 6) Crowing 8) Erratic

Slope at Head of Fire: 1) 0 – 25% 2) 26 – 40% 3) 41 – 55% 4) 56 – 75% 5) 76 + %

Position on Slope: 1) Ridge Top 4) Upper 1/3 of slope 7) Canyon Bottom

2) Saddle 5) Middle 1/3 of slope 8) Mesa/Plateau

3) Valley Bottom 6) Lower 1/3 Slope 9) Flat or rolling

Predominant Fuel Type: Grass Sagebrush Mtn. Brush Pinion/Juniper Timber Slash
Other (specify) _____ For Campfires, use the surrounding area Fuel Type

Wind Speed: _____ mph (Eye Level)

Wind Direction: 1) Calm 3) NE 5) SE 7) SW 9) NW

2) North 4) East 6) South 8) West 10) Erratic

Are additional resources needed? No Yes (specify): _____

Estimated Containment Date/Time: _____ Estimated Control Date/Time: _____

SAFETY CHECKLIST

L: Has Fire been thoroughly scouted and lookouts posted if needed? Yes No

C: Are communications with dispatch and firefighting personnel adequate? Yes No

E: Have escape routes been identified and understood by all firefighters? Yes No

S: Have safety zones been identified and understood by all firefighters? Yes No

If you answered No to any of the above questions do not engage until you can answer YES. Continue to evaluate throughout the fire and make sure you can always answer Yes to all 4 questions.

BRIEFING CHECKLIST

Situation

- Fire name, location, map orientation, other incidents in area
- Terrain influences
- Fuel type and condition
- Fire weather (previous, current, and expected)
Winds, RH, temperature, etc.
- Fire behavior (previous, current, and expected)
- Time of day, alignment of slope and wind, etc.

Mission/Execution

- Command
Incident commander/immediate supervisor
- Commander's intent
Overall strategy/objectives
- Specific tactical assignments
- Contingency plans

Communications

- Communication plan
Tactical, command, air-to-ground frequencies
- Cell phone numbers

Service/Support

- Other resources
Working adjacent and those available to order
- Aviation operations
- Logistics
Transportation
Supplies and equipment

Risk Management

- Identify known hazards and risks
- Identify control measures to eliminate hazards/reduce risk
Anchor point and LCES
- Identify trigger points for disengagement/re-evaluation of operational plan

Questions or Concerns?

INCIDENT OBJECTIVES

1. SAFETY of firefighters and public.
- 2.
- 3.
- 4.

Your goal is to manage the incident and not create another.
(Examples: protect structures, keep fire to east of road, river or ridge)

COMMUNICATIONS

Radio Frequencies

| Use | Name | Rx | Tone | Tx | Tone |
|------------------|------|----|------|----|------|
| Command | | | | | |
| Tac | | | | | |
| Air-to Ground | | | | | |
| Tac | | | | | |
| | | | | | |

SPOT WEATHER INFORMATION

| LOCATION | ELEV | OBS TIME | WIND DIREC/SPD | DRY BULB | WET BULB | RH | SKY WEATHER |
|----------|------|----------|----------------|----------|----------|----|-------------|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

JUSTIFICATION FOR SHIFTS IN EXCESS OF 16 HOURS/2:1

Name of Individuals or Crews

| | |
|--|--|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

REASON

Shifts in excess of 16 hours on _____ was due to:

- Travel Time not administratively controllable.
- Mobilization and travel of resources to incident location or relocation to incident facilities.
- Establishing and maintaining administrative, planning, and logistical support for incident.
- Evacuation, triage, structure protection, or emergency rescue.
- Establishing initial control of lines of the fire.
- Extended attack efforts to control potentially devastating incident activity.
- Incident unable to provide personnel with adequate food and lodging.
- Other/Additional:

MITIGATION

- Rest extended into the following operational period.
Hours adjusted _____ On shift by:
- Other:

IC Signature: _____

Approval From: _____ Title: _____

Date: _____ Time _____ Method of Contact: _____

INCIDENT COMPLEXITY ANALYSIS

| Incident Complexity Analysis (Type 3,4,5) | | |
|---|------------|-----------|
| Fire Behavior | Yes | No |
| Fuels extremely dry and susceptible to long-range spotting or you are currently experiencing extreme fire behavior. | | |
| Weather forecast indicating no significant relief or worsening conditions. | | |
| Current or predicted fire behavior dictates indirect control strategy with large amounts of fuel within planned perimeter. | | |
| Firefighter Safety | | |
| Performance of firefighting resources affected by cumulative fatigue. | | |
| Overhead overextended mentally and/or physically. | | |
| Communication ineffective with tactical resources or dispatch. | | |
| Organization | | |
| Operations are at the limit of span of control. | | |
| Incident action plans, briefings, etc. missing or poorly prepared. | | |
| Variety of specialized operations, support personnel or equipment. | | |
| Unable to properly staff air operations. | | |
| Limited local resources available for initial attack. | | |
| Heavy commitment of local resources to logistical support. | | |
| Existing forces worked 24 hours without success. | | |
| Resources unfamiliar with local conditions and tactics. | | |
| Values to be protected | | |
| Urban interface; structures, developments, recreational facilities, or potential for evacuation. | | |
| Fire burning or threatening more than one jurisdiction and potential for unified command with different or conflicting management objectives. | | |
| Unique natural resources, special-designation areas, critical municipal watershed, T&E species habitat, cultural value sites. | | |
| Sensitive political concerns, media involvement, or controversial fire policy. | | |

If you have checked "Yes" on 3 to 5 of the analysis boxes, consider requesting the next level of Incident Management support.

FIRE REPORT NARRATIVE:

Give a brief description of the suppression efforts. Include **Strategy, Tactics, and Concerns / Problems**. Document any major **decisions/observations/problems**. Include **if effectiveness details of fuel treatments if applicable**. Specify if any T&E species (ex. Sage Grouse) habitat was threatened and include strategies/tactics used for protection. Attach a map if requested.



FINAL FIRE INFORMATION

If unknown, to be filled out by dispatch or authorized signatory

Fire Code: _____ *FIRE TYPE: 1-1 1-2 1-3 1-5 1-6 2-1 2-6 3-7

CAUSE (Circle One):

| | | | | |
|------------------|--------------|-------------|-------------------|----------|
| 1) Lightning | 2) Camp Fire | 3) Smoking | 4) Debris Burning | 5) Arson |
| 6) Equipment Use | 7) Railroads | 8) Children | 9) Other | |

*Reimbursable? Yes No

*ACRES BURNED BY OWNERSHIP:

| | | | |
|---------|------------|-----------------|----------|
| 1) BLM | 2) BIA | 3) NPS | 4) FWS |
| 5) USFS | 6) Private | 7) State/County | 8) Other |

Ownership at Point of Origin: BLM BIA NPS FWS USFS Private State County/City Other

Point of Origin Latitude and Longitude in NAD 83

Latitude: Deg. _____ Min. _____ Sec. _____ Longitude: Deg. _____ Min. _____ Sec. _____

Was fire 10 acres or more? Yes No Was fire Mapped and put into GIS? Yes No

*IA RESOURCES DISPATCHED:

Date: _____ Time: _____ Acres: _____

CONTAINMENT:

Date: _____ Time: _____ Acres: _____

CONTROL:

Date: _____ Time: _____ Acres: _____

OUT:

Date: _____ Time: _____

TOPOGRAPHY (Point of Origin):

- 1) Ridgetop
- 2) Saddle
- 3) Flat or Rolling
- 4) Upper 1/3 of slope
- 5) Middle 1/3 of slope
- 6) Lower 1/3 of slope
- 7) Valley Bottom
- 8) Mesa/Plateau
- 9) Canyon Bottom

ASPECT (Point of Origin):

- 0) Flat
- 1) North
- 2) NE
- 3) East
- 4) SE
- 5) South
- 6) SW
- 7) West
- 8) NW
- 9) Ridgetop

SLOPE (Point of Origin):

- 1) 0 - 25 %
- 2) 26 - 40 %
- 3) 41 - 55 %
- 4) 56 - 75 %
- 5) 76 + %

ELEVATION (Point of Origin)

- 0) 0 - 500'
- 1) 501 - 1500'
- 2) 1501 - 2500'
- 3) 2501 - 3500'
- 4) 3501 - 4500'
- 5) 4501 - 5500'
- 6) 5501 - 6500'
- 7) 6501 - 7500'
- 8) 7501 - 8500'
- 9) 8501 +

PREDOMINANT FUEL MODEL (Circle one):

- 1) Grass
- 2) Timber w/ Grass Understory
- 5) Brush
- 8) Pinion/Juniper (PJ)/Timber
- 9) Hardwood (Aspen/Poplar)
- 12) Logging Slash

Wildland Wildland/Urban Interface Structures Burned or Destroyed: _____

Did the fire intersect a fuels treatment? YES NO MAYBE

If Yes or Maybe, Has the local district Fuels Specialist been notified? Yes NO

IC PRINTED NAME: _____

SIGNATURE: _____

DATE: _____

AUTHORIZED BY: _____

DATE: _____

COPY

Douglas County

State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

16th day of June, 2014
By [Signature] Deputy