



FS Agreement No. 21-FI-11041700-031
Cooperator Agreement No. _____

**LOCAL
COOPERATIVE FIRE PROTECTION AGREEMENT
Between The
MOUNT CHARLESTON FIRE PROTECTION DISTRICT, THE
And The
U.S. U.S. FOREST SERVICE
HUMBOLDT-TOIYABE NATIONAL FOREST**

This LOCAL COOPERATIVE FIRE PROTECTION AGREEMENT is hereby entered into by and between the Mount Charleston Fire Protection District, The, hereinafter referred to as “the Cooperator,” and the U.S. U.S. Forest Service, Humboldt-Toiyabe National Forest, hereinafter referred to as the “U.S. U.S. Forest Service,” under the Reciprocal Fire Protection Act of May 27, 1955 (42 USC 1856a), as amended.

Background: The agreement facilitates the exchange of personnel, equipment, facilities, aircraft, and services/supplies among the parties to the agreement. This includes both mutual aid and reimbursable assistance.

I. PURPOSE:

The purpose of this agreement is to provide for reciprocal fire protection, including mutual aid, reimbursable assistance, and coordination for the prevention, detection, management, and suppression of wildland fires on property within the protection areas or jurisdiction of the parties that are signatory to this agreement.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The U.S. U.S. Forest Service has the responsibility for fire protection, which includes prevention, detection, management, and suppression of wildland fires on **HUMBOLDT-TOIYABE NATIONAL FOREST** administered lands and has an interest in protection and suppression of wildland fires on adjacent or intermingled State and private forested land.

The U.S. U.S. Forest Service does not respond to structure fires, vehicle fires or traffic accidents. However, the U.S. U.S. Forest Service may, as available, respond to such incidents for wildland fire suppression activity when adjacent lands or property covered under this agreement are threatened by fire from such incidents.

The Cooperator is a fire organization that has the responsibility of maintaining fire protection facilities in the vicinity of **HUMBOLDT-TOIYABE NATIONAL FOREST** administered



lands, for mutual aid in furnishing fire protection for such property and for other property for which such organization normally provides fire protection.

Therefore, it is mutually advantageous, in their mutual interest, and in the public interest, for the parties to coordinate their efforts in the prevention, detection, management, and suppression of wildland fires in and adjacent to their areas of responsibility to limit duplication and improve efficiency and effectiveness.

In consideration of the mutual commitments and conditions herein made, the parties agree as follows:

III. TERMINOLOGY, EXHIBITS, AND SUPPLEMENTS

- A. Words and phrases used herein may have different meanings or interpretations for different readers. To establish a common understanding, some words and phrases as used herein are defined in the text of this agreement. Where there are inconsistencies, the hierarchy of terminology will be those defined by statute, those defined by regulation, those defined in policy, those defined in this agreement, those defined in the [National Wildfire Coordinating Group \(NWCG\) Glossary of Wildland Fire Terminology](#), and then all other agency and interagency documentation.
- B. The following exhibits are incorporated into this agreement:
- Exhibit A – Map of Protection Areas and Boundaries
 - Exhibit B – Protection (Operating) Plan
 - Exhibit C – Emergency Contact List
 - Exhibit D – Communications (repeaters and map)
 - Exhibit E – Fire Supplemental Project Agreement
 - Exhibit F – Cost Share Agreement
 - Exhibit G – Agency Rate Tables
 - Exhibit H – Billing Documentation Requirements for Nevada Cooperators Personnel/equipment
- C. Exhibit A must be completed and attached to this agreement prior to execution. The exhibit must illustrate the protection areas of the signatory parties, along with the scope of initial attack and associated mutual aid zones.
- D. Exhibit B must be completed and attached to this agreement prior to execution. The exhibit must include a narrative description and/or a list of resources that document protection planning for operational efficiencies. Refer to VI-A-Protection (Operating) Plan for additional consideration.
- E. Exhibits C through H are provided for standardized format and are intended to supplement this agreement. Completion and execution of Exhibit C through F does not require formal modification to this agreement. However, nothing in Exhibits C through H should conflict with the authority and provisions of this agreement.



- F. The parties may attach other exhibits or operational information for reference so long as the additional exhibits and information do not conflict with the authority and provisions of this agreement.

IV. RECIPROCAL FIRE PROTECTION

- A. The responsibilities of the parties to this agreement shall be distinguished as follows:
- **Jurisdictional Party**—Entity having land and resource management responsibility for a specific geographical or functional area as provided by federal, state or local law. Under no circumstances may a Jurisdictional Party abdicate legal responsibilities as provided by federal state, or local law.
 - **Protecting Party**—Entity responsible for providing direct incident management within a specific geographical area pursuant to its jurisdictional responsibility or as specified and provided by contract or authorized agreement.
 - **Supporting Party**—Entity providing suppression resources to assist a Protecting Party or a Jurisdictional Party.
- B. RECIPROCAL (MUTUAL AID) FIRE PROTECTION. The parties shall establish a map depicting reciprocal initial attack zones and mutual aid fire protection for lands of intermingled or adjoining protection responsibility. The map must be attached to this agreement. Within such zones, a Supporting Party will, upon request or voluntarily, take initial attack action in support of the Protecting Party. The Protecting Party will not be required to reimburse the Supporting Party for costs incurred following the initial attack dispatch of any resource to the fire for the duration of the mutual aid period. The length of the mutual aid period is 24 hours, but no less than 12 hours.

The length of the mutual aid period for this agreement is 24 HOURS.

- C. REIMBURSABLE FIRE ASSISTANCE. The Protecting Party may request suppression resources from the Supporting Party beyond initial attack or mutual aid period within the protection area or jurisdiction of the parties that are signatory to this agreement. Such suppression resources when dispatched to, and assigned a resource order number for, the incident shall be reimbursed by the Protecting Party.
- D. WAIVER OF CLAIMS. Pursuant to 42 U.S.C. 1856a et seq., each party to this agreement hereby waives any claim against any other party for loss or damage of its property and/or personal injury or death of its employees or agents occurring as a consequence of the performance of this agreement; provided, this provision shall not relieve any party from responsibility for claims from third parties for losses for which the party is otherwise legally liable. This provision pertains to the parties that are signatory to this agreement and does not pertain to claims advanced by third parties.



Claims requesting compensation for property loss or damage, personal injury, or death resulting from the negligence or other wrongful acts of employees performing under this agreement will be received by the Jurisdictional Party and forwarded to the hiring, or home agency of the allegedly negligent employee for processing. Nothing in this paragraph requires or implies any one is liable for any specific claim. Any liability for any claim will be based on this agreement and applicable law.

Employee claims for loss of or damage to personal property must be submitted to the Jurisdictional Party and then forwarded to the hiring, or home agency of the employee for processing in accordance with the hiring organization or agency's administrative procedures.

- E. LOANED (OR SHARED) EQUIPMENT AND SUPPLIES. The parties recognize that wildland fire suppression will often involve the use of equipment, supplies and cache items. Equipment, supplies and cache items checked out (such as pumps, hoses, nozzles, etc.) or loaned by one party and received by another party, shall become the responsibility of the receiving party. Equipment, supplies, and cache items shall be returned in the same condition as when received, reasonable wear and tear excepted. Notwithstanding the general Waiver of Claims provision, the parties agree that the receiving party shall reimburse the loaning party for cost of any items expended, lost, or destroyed.

Equipment owned and operated by a party shall be the responsibility of that party. However, notwithstanding the general Waiver of Claims provision, the parties agree that when providing support for another party, the party providing support may be reimbursed for damage or repair costs to their owned and operated equipment if the damage is directly attributed to the incident and in excess of reasonable wear and tear. These costs must be authorized using a unique request and resource order number (for example an S#). When applicable, insurance claims shall be pursued prior to requesting reimbursement.



V. COOPERATION, STANDARDS, AND QUALIFICATIONS:

- A. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS). The parties to this agreement will operate under the concepts in the Department of Homeland Security's (DHS) National Incident Management System (NIMS). In implementing these concepts, the parties to this agreement will be expected to follow the National Wildfire Coordinating Group's (NWCG) minimum standards as defined in the Wildland Fire Qualifications Systems Guide (PMS-310) and must arrive on incident with valid qualification documentation. For initial attack action taken within the period specified as mutual aid, all agencies (federal, state, local, and Tribal) accept each other's standards. Once jurisdiction is clearly established, then the standards of the agency(s) with jurisdiction prevail.
- B. STANDARDS. The parties to this agreement desire to achieve common standards within the parties' best interest, recognizing differing agency missions and mandates. Each party to this agreement recognizes that other parties' standards are reasonable, prudent, and acceptable. Each party shall ensure that its own standards are followed. This provision does not affect a Jurisdictional Party's land management standards.
- C. TRAINING. The parties to this agreement will cooperate to assure that training needs are met through provided courses or sessions that will produce safe and effective fire management. The intent is to champion high-quality training, to minimize training costs by sharing resources, and to standardize training. Each party will advise the other of applicable cross training opportunities for personnel.
- D. COMMUNICATION SYSTEMS AND FACILITY ACCESS. The parties to this agreement may mutually agree to allow one another the use of communications systems such as radio frequencies, computer system access, data transmission lines, and communication sites when there is a mutual benefit to the parties to this agreement. Such arrangement shall be approved only by authorized personnel and in accordance with agency laws, regulations and policies governing security of systems and facilities. Pre-identified incident communication protocols will be established and followed (i.e., frequency plans, points of contact, etc.).
- E. INTERAGENCY MOBILIZATION AND INCIDENT BUSINESS. The parties to this agreement will adhere to guidance provided in the local Dispatch Operating Guide for ordering and mobilization of resources; and the Standards for Interagency Incident Business Management published by the National Wildfire Coordinating Group (NWCG).
- F. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text



messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

- G. PERSONNEL POLICY. Employees or volunteers of the parties to this agreement shall be subject to the personnel rules, laws and regulations of their respective agency or organization. Each party is responsible to ensure their employees and volunteers meet and maintain appropriate training and physical fitness qualifications and are equipped with personal protective equipment (PPE) to enable response to wildland fire activities.

VI. PREPAREDNESS, PREVENTION, AND PRESCRIBED FIRE:

- A. PROTECTION (OPERATING) PLAN. The parties to this agreement shall determine and document operational efficiencies for mutual aid and reimbursable fire assistance. This may include identifying firefighting resources, placement of crews, engines, water tenders, air tankers, helicopters, fixed and aerial detection, regulated use, closures, radio frequencies, dispatch procedures, and other joint fire control efforts.
- B. FIRE SUPPLEMENTAL PROJECT AGREEMENTS. The parties to this agreement may plan and jointly conduct cooperative projects within the scope and purpose of this agreement. These projects may involve such activities as prescribed fire/fuels management, preparedness, fire analysis/planning, post-fire rehabilitation, training, prevention, public affairs, and other beneficial efforts in support of fire management. Nothing in this agreement obligates the parties to offer, accept, or fund any project proposals under this agreement. Any cooperative projects entered into under this agreement must be by mutual consent of the parties and documented through execution of a Fire Supplemental Project Agreement.
- C. FIRE PREVENTION. The parties agree to cooperate in the development and implementation of wildland fire prevention programs. The parties agree to share responsibilities and materials for fire prevention activities. Materials may include posters for display in public buildings, businesses and the like. The parties will share responsibility for wildland fire protection and rural fire safety presentations and demonstrations.
- D. FIRE RESTRICTIONS AND CLOSURES. The parties will coordinate wildland fire restrictions and closures.
- E. PRESCRIBED FIRE AND HAZARDOUS FUELS MANAGEMENT. The parties to this agreement agree to communicate for planned ignitions, prescribed fire, and hazardous fuels management projects. Support during a prescribed burn is not covered under this agreement. The agencies to this agreement may provide assistance to one another as requested and agreed to in a separate instrument, such as a Fire Supplemental Project Agreement.



- F. SMOKE MANAGEMENT. Within their authorities, the parties to this agreement agree to cooperate in smoke management efforts for wildland fires and prescribed fires.

VII. OPERATIONS:

- A. CLOSEST FORCES CONCEPT. The guiding principle for dispatch of initial attack suppression resources is to use the closest available and appropriate resource regardless of which party owns or controls the resources, and regardless of which party has protection responsibility or jurisdiction. The first qualified agency fire officer on-scene shall assume command responsibility and will transition to a qualified incident commander upon the IC's arrival.
- B. FIRE NOTIFICATIONS. When responding to a wildland fire, the Supporting Party will, as soon as possible, notify the Protecting Party detailing what equipment and personnel have been dispatched to the incident location. If either party takes action on a wildland fire independently, the Supporting Party will furnish the Protecting Party a preliminary report (oral) within 24 hours of the action taken and a written incident report within ten (10) days.
- C. BOUNDARY LINE FIRES. A boundary-line fire will be the initial attack responsibility of the Protecting Parties on either side of the boundary. Neither party will assume the other is aware of the fire or is taking action. Each party will make every reasonable effort to communicate with the other concerning the fire. When both parties have arrived at the site of the fire, the parties will mutually agree to the designation of an incident command organization and notify the servicing dispatch center.
- D. INDEPENDENT ACTION. Unless otherwise stated as a special land management consideration, nothing herein shall prohibit either party, on its own initiative, from going upon lands known to be protected by the other party to this agreement to engage in suppression of wildland fires, when such fires are a threat to lands under that party's management or protection responsibility. In such instances, the party taking action will promptly notify the Protecting Party. Such actions will be commensurate with the land management considerations of the Jurisdictional Party, and subject to the laws and regulations of the Jurisdictional Party.
- E. ESCAPED PRESCRIBED FIRES. Wildland fires resulting from escaped prescribed fires that were ignited by, managed at the direction of, or under the supervision of one of the parties to this agreement shall be the responsibility of the Jurisdictional Party. If the parties to this agreement jointly conduct or manage a prescribed fire, the responsibility for suppression costs, should it escape, shall be agreed upon and documented. Unless otherwise agreed and documented in writing, all suppression costs and associated damages are the responsibility of the Jurisdictional Party. The parties to this agreement shall not hold each other responsible under this provision for escaped prescribed fires originating on private land, or on State or Federal lands not protected by one of the parties to this agreement.



- F. PRESERVATION OF EVIDENCE. As initial action is taken on a fire, the initial attack forces will preserve information and evidence pertaining to the origin and cause of the fire. On initial attack actions, the Party taking the action is responsible to gather and preserve evidence and information pertaining to the origin and cause of the fire. To the extent permitted by applicable County, State and Federal laws, the Parties will cooperate to jointly investigate wildland fires of mutual interest and provide the appropriate jurisdictional Party with investigation files relative to specific fires. Each Party will promptly notify the other Parties when there is potential for cost recovery on a fire occurring on lands under the jurisdiction of the other Party.
- G. ACCIDENT INVESTIGATIONS. When an accident occurs involving the equipment or personnel of a Supporting Party, the Protecting Party shall immediately notify the Jurisdictional Party. As soon as practical, the Protecting Party shall initiate an investigation of the accident. The investigation shall be conducted by a team made up of representatives from affected parties, as appropriate.

VIII. REIMBURSEMENT AND USE OF COOPERATIVE FIRE RESOURCES:

- A. LEGAL AUTHORITY – COOPERATIVE FIRE. The parties shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the work described, which includes funds sufficient to reimburse for costs, when applicable.
- B. APPROPRIATED FUND LIMITATION. Nothing in this agreement shall require the parties to this agreement to obligate, to expend funds, or to enter into any contract or other obligation for the future payment of money in excess of or in advance of appropriated funds available for payment to meet the commitments of this agreement and modifications thereto, except as specifically authorized by law.
- C. COST-SHARE AGREEMENT. On multi-jurisdictional incidents and incidents which threaten or burn across protection boundaries, the parties will jointly develop and execute a written cost share agreement which describes a fair distribution of financial responsibilities. The only exception to this shall be whenever the incident duration is only during the mutual aid period and only mutual aid resources are utilized. Cost shares should be reconciled, settled, and billed within 180 days from the end date of the cost share period. Only one invoice should be created by billing party for the net difference in the cost share. Once the invoice is paid, the cost share agreement is considered closed and no more settlements, invoices, or payments between the parties should occur. Any delays beyond the 180 days must be documented in writing and presented to the other party(s).
- D. ELIGIBLE FIRE COSTS. All costs incurred by the Supporting Party as reimbursable fire assistance must be adequately documented as an actual expense. The parties agree that to the extent applicable, the parties will follow the cost principles and other requirements set forth in Part 200 of Title 2 of the Code of Federal Regulations. All costs must be reasonable, allowable, and allocable. Costs must be consistently treated



as either direct costs or indirect costs. Consistent treatment of costs is a basic cost accounting principle and is specifically required to assure that the same types of costs are not charged as both direct costs and indirect costs. Every effort should be made to classify costs incurred for the same purpose, in like circumstances, consistently as either direct or indirect costs.

- (1) Direct costs are those items of expense specifically identified with the delivery or completion of a project or program. General examples include, but are not limited to, personnel costs (salary and fringe benefits), equipment costs, travel, materials, supplies, and contracts.
- (2) Indirect costs are those items of expense incurred as part of general management and administrative support of an organization. These costs are not attributable to a specific project, program or output, but are distributed among many benefiting activities. Indirect costs are proposed as a percentage (or rate) of a direct cost allocation base such as Modified Total Direct Cost (MTDC) or direct labor. Indirect costs are also referred to as administrative costs, overhead, or burden. Examples of indirect costs may include office space, computer equipment, postage, utilities, salaries for administrative activities such as procurement, personnel, accounting, and so forth.

E. INDIRECT COST RATES - COOPERATIVE FIRE. When indirect cost rates are applied to Federal reimbursements, the parties agree to the following:

1. If the payment recipient (cooperator) has never received or does not currently have a negotiated indirect cost rate, they are eligible for a de minimis indirect cost rate up to 10% of Modified Total Direct Costs (MTDC). MTDC is defined as all salaries and wages, fringe benefits, materials and supplies, services, travel, and contracts up to the first \$25,000 of each contract.
2. For rates greater than 10%, the payment recipient (cooperator) shall provide either an applicable negotiated indirect cost rate agreement (NICRA) from a cognizant Federal agency, or an indirect cost rate summary in a format that clearly defines the indirect cost rate and allocation base.
3. The payment recipient (cooperator) must maintain adequate documentation to support the methodology and computation of the indirect cost rate. Documentation must be made available to the Federal agency upon request.
4. Failure to provide adequate documentation supporting the indirect cost rate may result in disallowed costs and repayment to the Federal agency.

F. FIRE PERSONNEL COSTS/RATES.



- 1) Personnel rates for salary, including overtime, shift premiums (if applicable), and fringe benefits must be consistent with each party's employment policy and regulations. All personnel time must be documented.
 - 2) Reimbursement of personnel costs by the Protecting Party for employees of the Supporting Party is limited to actual time worked (beyond the mutual aid period), unless the Supporting Party is obligated via written labor agreement to pay for 24-hour shifts with periods of rest.
 - 3) Standby personnel time is not reimbursable unless resource ordered.
 - 4) Backfill costs are defined as the additional costs of replacement personnel (one level) to provide coverage for employees that have been mobilized to an incident. Unless otherwise documented as an additional net cost to the Supporting Party, regular time for the backfill employee is not reimbursable, only overtime costs are reimbursable.
 - 5) Volunteers, by definition, are not employees and do not have a specified employment rate for hours worked. If, however, the Cooperator maintains written policy that provides for their volunteers to be mobilized to an incident for reimbursable assistance within the authority, scope, and terms of this agreement, the Cooperator agrees:
 - a. To compensate the individuals for hours worked based on current standardized published rates for emergency firefighters in the State of **NEVADA OR CALIFORNIA** (or at hourly rates equal to, or less than, the current Federal administratively determined (AD) pay plan.
 - b. Unless exempt from Fair Labor Standards Act, these individuals will receive overtime pay for hours worked over 40 in a workweek at a rate equal to time and one half of the (base) hourly rate.
 - c. Base hourly and overtime costs are reimbursable; shift premiums, fringe benefits, and backfill costs are not reimbursable.
 - d. The rates will only apply to incident response under the terms of this agreement and will not apply to project activities carried out supplemental to this agreement.
 - e. These individuals will be considered Cooperator personnel under the terms of this agreement.
- G. TRAVEL COSTS. Federal Travel Regulations (FTR) and/or agency-specific travel regulations will be utilized for all travel policies and processes. Authorized travel costs, including transportation, lodging, meals, and per diem consistent with these policies and processes are reimbursable.
- H. FIRE EQUIPMENT COSTS/RATES.
- 1) Costs incurred for agency- or cooperator-owned equipment, including aircraft, when assigned to an incident or project may include operating expenses (such as



- fuel, oil, repairs, retardant) and/or a rate consistent with each party's written policy and regulations for use of the equipment.
- 2) Standby equipment time is not reimbursable unless resource ordered.
 - 3) Personnel costs for operator(s) shall be applied separate from the equipment costs/rates.
 - 4) In the absence of a pre-determined and documented rate for use of Cooperator-owned equipment, reimbursement will be limited to the current Federal Emergency Management Administration (FEMA) Schedule of Equipment Rates for like equipment, published online at: <https://www.fema.gov/schedule-equipment-rates>.
 - 5) All Cooperator work time (including those mobilized with equipment) shall be reported on an SF-261 (Crew Time Report) and documented on an OF-288 (Incident Time Report). The OF-288 will be used by the Cooperator to invoice for reimbursable assistance. No OF-287 (Emergency Shift Ticket) or OF-286 (Emergency Equipment Use Invoice) shall be completed at the incident for the equipment. Cooperator personnel are responsible for informing incident finance personnel of this process. Incident Time Processes can be found in Exhibit H.
- I. FEDERAL EXCESS PROPERTY PROGRAM. Federal Excess Property Program (FEPP) rates apply when federal property is loaned to the State Forester, who may place it with a local fire organization/department to improve local fire programs. If this loaned federal property is used on a federal incident or project, the Cooperator may only charge for operating costs that include maintenance, fuel, oil, etc. Costs may not include amortization, depreciation, replacement costs, modification, start-up costs, or related charges. FEPP equipment costs shall be listed separately on any invoice submitted for reimbursement.
- J. CONTRACT REQUIREMENTS – COOPERATIVE FIRE. The Federal Acquisition Regulations (48 CFR) apply to all contracts awarded by a federal agency, unless otherwise exempt. Any contract awarded by the Cooperator under this agreement, where federal funding may be provided, must be awarded following the Cooperator's established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of a conflict). The Cooperator must maintain cost and price analysis documentation for potential U.S. U.S. Forest Service review. The Cooperator is encouraged to utilize small businesses, minority-owned firms, women's business enterprises and veteran owned businesses.
- K. FIRE BILLING CONTENT, INFORMATION, AND FINANCIAL CONTACTS.
- The following items will be included with each invoice:
- Billing party's legal name, address, telephone number, and billing party's financial contact information.
 - Proper reference to this U.S. U.S. Forest Service agreement number.
 - Invoice date.
 - Invoice number.
 - Incident name and incident number.
 - Dates of the incident covered by the billing.



- Appropriate Firecode or charge code.
- Summary cost data for the amount being billed.
- Copies of resource orders and other supporting documentation (i.e. WildCad). Any receipts submitted should be in the form of photocopies.
- Cost-share agreement (if applicable).

Summary cost data should include a list of personnel, travel, and equipment expenses; and a listing by contractor/vendor name and amount spent for services and supplies procured.

Financial Information and Contacts:	U.S. U.S. Forest Service	Cooperator
Submit bills to:	Humboldt-Toiyabe NF Incident Business 775-355-5364 Preferred Method: EMAIL Irene.burkholder@usda.gov	Mount Charleston Fire Protection District Email jorge.gonzalez@clarkcountynv.gov
	Albuquerque Service Center Incident Finance 5141 Masthead Albuquerque, NM 87109 FAX: 866-816-9532 Preferred method: EMAIL sm.fs.asc_coop@usda.gov	
Financial Contact: (Name, phone, and email address)	ASC Incident Finance Cooperative Agreements 877-272-7248 sm.fs.asc_coop@usda.gov	Chris Wardlaw Senior Financial Officer 702-455-3261 chris.wardlaw@clarkcountynv.gov
Local Financial or Incident Business Contact: (Name, phone, email address)	Irene M Burkholder 775-355-5364 irene.burkholder@usda.gov	Jorge Gonzalez 702-305-4010 Jorge.gonzalez@clarkcountynv.gov
Data Universal Number System (DUNS)	92-9332484	080282814
Indirect Cost Rate	0*	0

*U.S. Forest Service indirect cost rate applied in accordance with FSH 1909.13 Chapter 40.



L. FIRE BILLING TIMEFRAMES. Except for cost-share agreement billings, the parties to this agreement will submit invoices within 60 days of the demobilization from the incident. Extensions beyond the 60 days for invoice submittal must be presented in writing to the reimbursing party. All bills will have a payment due date within 30 days after date of issuance.

M. STANDARDS FOR FINANCIAL MANAGEMENT – COOPERATIVE FIRE.

1. Financial Reporting

The Cooperator shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.

2. Accounting Records

Cooperators must maintain records for each incident or project which adequately identify the source and use of funds. These records must contain information pertaining to expenses related to each incident, unobligated balances, assets, liabilities, outlays or expenditures, and income. Such documents must be made available to the Federal Agency, Office of Inspector General, and the Government Accounting Office upon request.

3. Internal Controls

Effective control and accountability must be maintained for all Federal funds, real and personal property, and other assets. The Cooperator must keep written internal controls to ensure that all Federal funds received are separately and properly allocated to each incident and used solely for authorized purposes.

4. Source Documentation

Accounting records for each incident or project must be supported by source documentation such as cancelled checks, paid bills, payrolls, time and attendance records, equipment use and cost records, contract or subaward documents, etc. Such documents must be made available to the Federal agency upon request.

N. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). The Cooperator shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, *System for Award Management (SAM)* means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site (currently at <https://www.sam.gov>).



O. **OVERPAYMENT.** Any funds paid to the Cooperator in excess of the amount entitled under the terms and conditions of this agreement constitute a debt to the Federal Government. The following must also be considered as a debt or debts owed by the Cooperator to the U.S. U.S. Forest Service:

- Any interest or other investment income earned on advances of agreement funds; or
- Any royalties or other special classes of program income which, under the provisions of the agreement, are required to be returned;

If this debt is not paid according to the terms of the bill for collection issued for the overpayment, the U.S. U.S. Forest Service may reduce the debt by:

1. Making an administrative offset against other requests for reimbursement.
2. Withholding advance payments otherwise due to the Cooperator.
3. Taking other action permitted by statute (31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B).

Except as otherwise provided by law, the U.S. U.S. Forest Service may charge interest on an overdue debt.

IX. GENERAL PROVISIONS:

A. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Cooperator Program Contact	Cooperator Administrative Contact
Jorge Gonzalez 4650 Kyle Canyon Las Vegas NV 89124 T: 702-305-4010 jorge.gonzalez@clarkcountynv.gov	Name: Chris Wardlaw 500 S. Grand Central Pkwy. Las Vegas, NV 89155 T: 702-455-3261 chris.wardlaw@clarkcountynv.gov

U.S. U.S. Forest Service Fire Program Contact	U.S. U.S. Forest Service Program - Incident Business - Contact
Brent Van Gundy 4701 N Torrey Pines Dr. Las Vegas, NV 89130 T: 702-496-8209 brent.vangundy@usda.gov	Irene M. Burkholder 1200 Franklin Way Sparks, NV 89431 T: 775-355-5364 irene.burkholder@usda.gov



**U.S. U.S. Forest Service Administrative
Contact**

Kevin Neely, Grants Management Specialist
Southwest ID and NV Agreements Center
1249 South Vinnell Way, Suite 200
Boise, ID 83709
T: 208-373-4289
kevin.neely@usda.gov

B. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS. All nonfederal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:

a. The recipient (cooperator) may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

b. The recipient (cooperator) must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.

c. The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.

d. If the Government determines that the recipient is not in compliance with this award provision, it:

(1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and

(2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

C. USE OF U.S. U.S. FOREST SERVICE INSIGNIA. In order for the Cooperator to use the U.S. U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. U.S. Forest Service's Office of Communications (Washington Office). A written request will be submitted by the U.S. U.S. Forest Service to the Office of Communications Assistant Director, Visual Information and Publishing Services,



prior to use of the insignia. The U.S. U.S. Forest Service will notify the Cooperator when permission is granted.

- D. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. The Cooperator shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.
- E. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The Cooperator shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)"

To file a complaint alleging discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington DC 20250-9410 or call toll free voice (866) 632-9992, TDD (800)877-8339, or voice relay (866) 377-8642. USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

- F. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. U.S. Forest Service or the Cooperator are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. U.S. Forest Service Program Contact, at the address specified in this agreement.

To the Cooperator Program Contact, at the address shown in this agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- G. AVAILABILITY FOR CONSULTATION. Both parties agree to be available at mutually agreeable times, for continuing consultation to discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.



- H. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. U.S. Forest Service or the Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- I. REMEDIES FOR COMPLIANCE RELATED ISSUES – COOPERATIVE FIRE. If either party materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, either party may wholly or partly suspend or terminate the current agreement.
- J. ENDORSEMENT. Any of the Cooperator's contributions made under this agreement do not by direct reference or implication convey U.S. U.S. Forest Service endorsement of the Cooperator's products or activities and does not by direct reference or implication convey the Cooperator's endorsement of the U.S. U.S. Forest Service's activities.
- K. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- L. NONDISCRIMINATION. The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, and so forth) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.
- M. ELIGIBLE WORKERS. The Cooperator shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). The Cooperator shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.
- N. AGREEMENT CLOSEOUT – COOPERATIVE FIRE. Within 90 days after expiration date or notice of termination, the parties shall reconcile for final billing/payments and close the agreement.
- O. PROGRAM MONITORING – COOPERATIVE FIRE. The parties to this agreement shall monitor the performance of the agreement activities to ensure that performance goals are being achieved. The parties to this agreement will meet annually to review matters of mutual concern. Program performance reports are not required for emergency response activities.



- P. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. The Cooperator shall retain all records pertinent to this agreement for a period of no less than 3 years from the expiration or termination date. As used in this provision, records include books, documents, accounting procedures and practice, and other data, regardless of the type or format. The Cooperator shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service, Inspector General, or Comptroller General or their authorized representative. The rights of access in this section must not be limited to the required retention period but must last as long as the records are kept.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

Records for nonexpendable property acquired in whole or in part, with Federal funds must be retained for 3 years after its final disposition.

- Q. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2008 Farm Bill).



- R. TERMINATION – COOPERATIVE FIRE. Either party shall have the right to terminate their participation under this agreement in whole, or in part, at any time before the date of expiration by providing 90 days written notice to the other party. If the agreement is terminated, the parties shall agree to the terms of the termination, including costs attributable to each party and the disposition of awarded or pending actions. If a party incurs costs due to the other party's failure to give the requisite notice of its intent to terminate the agreement, the Protecting party shall pay any actual costs incurred by the Supporting Party as a result of the delay in notification, provided such costs are directly attributable to the failure to give notice.
- S. ALTERNATE DISPUTE RESOLUTION. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.
- T. DEBARMENT AND SUSPENSION. The Cooperator shall immediately inform the U.S. U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should the Cooperator or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- U. MODIFICATIONS – COOPERATIVE FIRE. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. No party is obligated to fund any changes not properly approved in advance.
- V. COMMENCEMENT/EXPIRATION DATE – COOPERATIVE FIRE. This agreement is executed as of the date of the last signature and is effective through 6/30/2026, at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.

If this agreement expires during an incident, the terms of this agreement will apply until the end of the incident. The parties must execute a written modification within 30 days following the incident to properly document the time extension. No other changes shall be retroactively applied for this time extension.

All Fire Supplemental Project Agreements must be completed within the timeframe of this agreement. However, if this agreement is replaced or superseded by a new agreement, current Fire Supplemental Project Agreements may remain in effect to the extent they do not conflict with the provisions of the new agreement, but only until such time that the Fire Supplemental Project Agreements can be completed or modified to be incorporated under the terms of the new agreement.



W. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement.

In witness whereof, the parties hereto have executed this agreement as of the last date written below.

JORGE GONZALEZ, Fire Chief
Mount Charleston Fire Protection District
Date

WILLIAM A. DUNKELBERGER, Forest Supervisor
U.S. U.S. Forest Service, Humboldt-Toiyabe
National Forest
Date

The authority and format of this agreement have been reviewed and approved for signature.

KEVIN NEELY Digitally signed by KEVIN NEELY
Date: 2021.07.29 08:43:30 -07'00'

KEVIN NEELY, Grants Management Specialist
U.S. U.S. Forest Service, Region 4 Grants and
Agreements
Date

Burden Statement

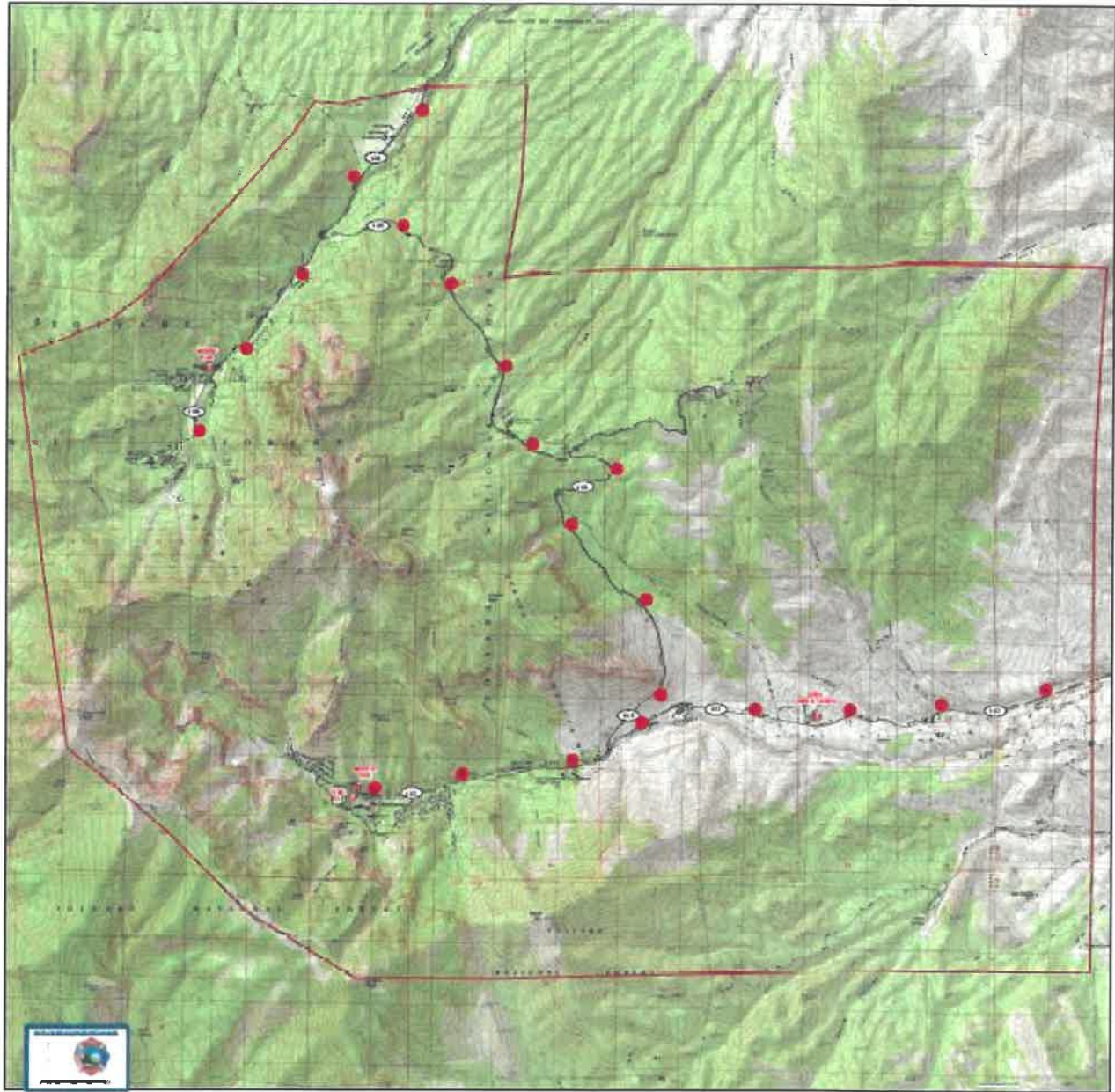
According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



Exhibit A – Map of Protection Areas and Boundaries



**EXHIBIT B – Protection (Operating) Plan**

OPERATING PLAN
for
COOPERATIVE FIRE PROTECTION AGREEMENT
between the
MOUNT CHARLESTON FIRE PROTECTION DISTRICT, THE
and
USDA, U.S. FOREST SERVICE
HUMBOLDT-TOIYABE NATIONAL FOREST

This Operating Plan (OP) is entered into by and between Mount Charleston Fire Protection District, The, hereinafter referred to as the District/Department; and the United States Department of Agriculture, U.S. Forest Service (USFS), Humboldt-Toiyabe National Forest, hereinafter referred to as the U.S. Forest Service. This OP becomes attached to and made part of the cooperative fire protection agreements listed above.

The Parties agree to the following:

A. PURPOSE:

The purpose of this OP is to define operating procedures and responsibilities within the framework of the above referenced Cooperative Fire Protection Agreement.

B. GENERAL PROVISIONS:

The District/Department is primarily responsible for all hazard response, prevention, structure suppression and wildland fire suppression occurring to property within their jurisdictional boundaries. These structures and lands protected by the District/Department are intermingled or adjacent to lands protected by the U.S. Forest Service.

The U.S. Forest Service has the responsibility for prevention, protection and suppression, including direct and indirect perimeter control, of wildland fires on federally administered lands, and on adjacent or intermingled State and private forested/range lands as identified through written agreement in the Cooperative Fire Protection Agreement between signatory agencies. The U.S. Forest Service will not assume responsibility for structure fire suppression and/or protection that is the legal jurisdictional of another entity (State, County, Local, Tribal or property holder). The U.S. Forest Service is not responsible for fighting structure fires. However, the U.S. Forest Service may assist in providing structure protection, but not structure suppression. Such activities will be limited to the exterior of structures, and only when such actions can be accomplished safely and in accordance with established wildland fire operations standards.

The mission and intent of this agreement is to provide for cooperation by the Parties in the wildland fire management (prevention, detection and suppression of wildland fires) conduct support function



activities as requested by other Parties, to the extent the provision of such support is properly authorized. For any “off season” federal fires to be considered for reimbursement, the District/Department must:

- Contact the Las Vegas Interagency Dispatch Center immediately and provide a verbal size-up of the incident upon arrival of the initial attack Incident Commander (IC).
- Furnish the Protecting Party a written incident report within ten (10) days. A sample fire report is included as Exhibit F.
- Ordering of resources beyond the initial response will be coordinated with the federal duty officer.

C. AGENCY CROSS NOTIFICATION OF FIRES:

Fires will be reported as follows:

Fires occurring on or threatening lands inside the boundaries of the District/Department will be reported immediately to agency of jurisdiction dispatch center.

Fires occurring on or threatening lands of federal ownership will be reported immediately to the Las Vegas Interagency Dispatch Center (LVICC).

Initial size up report will be provided to the appropriate dispatch center as soon as possible.

The initial fire report shall include, if available, the following information:

1. Location (lat & long or street address with cross street)
2. Present size (in acres)
3. Type of fuel
4. Rate of spread

D. ANNUAL COORDINATION MEETING:

A coordination meeting between the District/Department and the U.S. Forest Service will be held as needed annually by **April 1**. This meeting will review the past year of cooperative assistance and revise the OP, as needed. All exhibits will be reviewed, updated as needed, and attached to the OP as part of the annual review. Parties to this agreement will communicate preseason to identify critical resources areas (i.e., critical wildlife habitat, etc.).

Maps which identify each of the Parties’ jurisdictional boundaries will be exchanged and updated annually and provided during the coordination meeting. This is critical in establishing an understanding of responsibilities, unprotected areas, overlap areas, and mutual aid areas. Exhibit A identifies each of the Parties’ jurisdictional boundaries and shall become part of this OP. It is preferred that maps be produced in a GIS format.



E. COMMUNICATIONS/FREQUENCIES:

Each Party to this agreement agrees to maintain up-to-date list of telephone numbers for each principal emergency contacts.

Each agency that is signatory to this Operating Plan is permitted to use each other's frequencies during the emergency activities or training to contact resources of the cooperators in conjunction with the communications plan for the incident. The communications plan may be a formal document, as in the case of an incident command team deployment or it may be an informal verbal agreement made on the ground by the Incident Commander(s) and/or Agency Representative. Use of frequencies is permitted in "narrowband" and VHF mode only. Federal Communications Commission procedures will be followed when operating radio(s) on any Party's frequency.

When multi-agency or a rapidly expanding incident occurs, the use of VFIRE frequencies for the tactical channel is mandatory to ensure common communications on the fire ground. Weather warnings, emergency broadcasts, tactical changes etc. will be transmitted over the command frequency to all units on the scene.

Pre-identified incident communication protocols will be established and followed (e.g., frequencies plans, points of contacts, and interoperable radio hardware).

See Exhibit D for a current list of frequencies and repeater locations.

F. OPERATIONS:

Rapid dispatching of personnel and equipment to fires is primary to both Parties. It is critical that dispatch organizations have clear direction and understanding of procedures. It is equally important that initial attack resources understand their roles and responsibilities, and those of the other agencies. It is highly recommended that all Parties to this document attend annual Computer Aided Dispatch (CAD) or similar reviews. Personnel shall be familiar with the following:

1. When one Party requests assistance for purposes other than mutual aid or initial attack from the other, reimbursement may be provided. Standards for qualifications, training, and physical fitness as set in the National Wildfire Coordinating Group (NWCG) PMS 310-1 "*Wildland Fire Qualification System Guide*" or National Incident Management System (NIMS) Certification Standards are required. At the time of the request, the Supporting Party will identify the person in charge of responding resources.
 - a. During initial action, all agencies (federal, state, local and tribal) accept each other's standards. Once jurisdiction is clearly established, then the standards of the agency(s) with jurisdiction prevail.
 - b. Prior to the fire season, U.S. Forest Service should meet with their state, local and tribal agency partners and jointly review the qualification/certification standards and Personal Protective Equipment (PPE) that will apply to the use of local, non-federal firefighters



during initial attack on fires on lands under the jurisdiction of a federal agency. Each Party will advise the other of applicable cross training opportunities for personnel.

2. Personal Protective Equipment: All fire personnel assigned to fire line suppression duties on an uncontrolled wildfire incident will wear NWCG approved or equivalent appropriate PPE.

Additional PPE as identified by local conditions, material safety data sheet (MSDS) or Job Hazard Analysis/Risk Assessment (JHA/RA) (i.e. specialized leg protection/chaps during chainsaw use) may be required.

3. Before fire suppression efforts begin all firefighters will be briefed.
4. The Parties agree to operate under the concept defined in the National Incident Management System (NIMS) including the Incident Command System (ICS). Unified command should be used whenever multiple jurisdictions are involved, unless extraordinary circumstances dictate otherwise.
5. The Incident Commander (IC) or unified command shall establish a command structure communications plan and incident objectives, identify and make hazards known, and name the incident (if necessary). All resources on scene and arriving will have the incident name provided to them. The Incident Commander will be identified as "Incident Command or IC". The IC shall inform the servicing dispatch center with the incident name, and provide to dispatch their name and agency position title (i.e., Elko Battalion 35).
6. The IC or designee will order and track all resources through a single point. Once unified command is established, the interagency dispatch center will become the single point of ordering.
7. It shall be the policy of all Parties to release a Supporting Party's personnel and equipment from emergency duties as soon as practical and mutually agreed upon between the IC and the Supporting Party.
8. Each Party will make available and familiarize their officers with the contents of this OP.
9. Las Vegas Interagency Dispatch Center will coordinate the use of aircraft resources. The District/Department may order air tanker, helicopter, or observation flights through the interagency dispatch center, but the operational phase will remain under the direction of the incident IC. The District/Department will provide mission objectives, geographic coordination, and hazards in the area (power lines, houses, etc.). Any aircraft not ordered by the Parties to this agreement is limited to operations on private lands, and incident personnel will not have any operational control. It is imperative that District/Department who has non-federal aircraft responding inform the interagency dispatch center. A review of aerial coordination procedures (e.g., frequencies, Fire Traffic Area (FTA)) will be part of the annual coordination meeting agenda. The U.S. Forest Service will not pay for aircraft that are not approved for federal use. All aviation resources and associated support ordered will be considered billable to the requesting agency.



- a. Air Operations: Wildland fire aviation includes a variety of aircraft and operations. Helicopters are used to drop water, transport crews, reconnaissance, infrared, and deliver resources to the fire line. Fixed-wing aircraft include smokejumper aircraft, air tactical platforms, Single Engine Air Tankers (SEATs), large air tankers (LAT), and very large air tankers (VLAT). Unmanned Aircraft Systems (UAS) are an emerging fire resource that can be used for mapping and reconnaissance missions and are billable. These aircraft play a critical role in supporting firefighters on the ground.
- b. Pilot and Aircraft Approval: All pilots and aircraft involved with aviation suppression operations over Federal Lands will be approved and/or carded for their specific mission(s) by Office of Aircraft Services (OAS) or United States U.S. Forest Service (USFS).
- c. Boundary Issues: The requirement for increased management and coordination is due to the possibility of two or more agencies/cooperators conducting simultaneous, uncoordinated aviation operations within those areas which would unknowingly put the responding aerial resources within close proximity to one another, placing aircraft and crews at risk. Airspace boundary plans should be employed in areas where this occurs. Any agency conducting aerial operations within a "neutral air" corridor or zone (ten mile width) will immediately notify the adjoining agency/cooperator of such operations. This is accomplished to and from dispatch offices prior to the commencement of operations and when operations cease. Agency aircraft will establish contact on the assigned air-to-air frequency. Should contact not be made, the contact air-to-air frequency will be "Air Guard" 168.625 MHz (TX tone 110.9). Examples of aviation operations include fire reconnaissance, fire suppression missions, special aviation projects, resource management flights, helicopter logging, etc.
- d. Airspace De-confliction: Airspace de-confliction is a term used to describe the process of reducing the risk of a near mid-air collision or TFR intrusion by sharing information regarding flight activity with Department of Defense military units, general aviation and other agency aviation programs. Airspace de-confliction will occur for both emergency and non-emergency aviation activities by contacting the local federal dispatch center.
- e. Temporary Flight Restrictions (TFR): In order to enhance safety during an incident or project, the FAA may be requested to issue a Notice to Airmen (NOTAM) to pilots; these could be either a Temporary Flight Restriction (TFR) or a NOTAM (L) or NOTAM (D).
- f. Fire Traffic Area (FTA): The Incident Commander or designee will monitor the assigned Air to Ground frequency assigned to the incident.
- g. At no less than twelve nautical miles from the incident, all aircraft will establish radio communication with the incident before entering the Fire Traffic Area. If positive radio communication is not established, aircraft must hold at seven nautical miles.



10. All Parties will coordinate fire restrictions or closures due to weather or fire severity where practical.
11. General Cooperative Activities: All protection units will, to the extent possible, provide fire prevention programs, inspections, and enforcement as necessary to adequately address fire issues in their Direct Protection Areas/jurisdiction. In addition, units are encouraged to undertake joint prevention activities in areas of mutual interest whenever practical.
12. Information and Education:
 - a. Joint Press Releases: Parties should develop joint press releases on cooperative fire protection issues/incidents to ensure that the interests of all affected agencies are adequately addressed.
 - b. Smokey Bear Program: Parties should cooperate in the coordinated delivery of Smokey Bear program in direct protection areas.
 - c. Local Education Program: The use of interagency teams to conduct local educational programs is encouraged to facilitate improved public knowledge of the mission and responsibilities of all the cooperating agencies.
 - d. Fire Prevention Signs: Coordination and placement of fire prevention signs should be used in order to prevent duplication of effort or sending mixed messages. This is especially important for fire danger rating signs.
13. Cause and Origin Investigations:
 - a. Each Party will be responsible for cause and origin investigations within the boundaries of their jurisdictional areas. If multiple jurisdictions are affected by the same wildland fire, the jurisdiction in which the suspected origin is located will serve as the lead for the investigation. Any Party may request assistance from Agencies outside the suspected origin jurisdiction.
 - b. For multi-jurisdictional incidents the lead Agency must invite all Parties' appropriate fire investigation personnel to work jointly with the lead Agency to determine the fire cause and origin, whether the fire was human caused, and if human caused whether it was the result of negligence or intentionally set.
 - c. Where the cooperating agency is federal, appropriate federal law enforcement and/or fire investigation personnel will assist the lead agency in making those assessments.
 - d. For all fire trespass/arson matters, cooperating agencies will provide fire investigation reports, cost figures and cost documentation to the lead agency.
 - i. Costs include, but are not limited to, fire suppression, natural resource damages, emergency stabilization, and rehabilitation.
 - ii. Cooperating agencies will provide an estimate of these costs to the lead agency within 60 days of the fire being declared out.



14. When one Party to this Agreement takes initial action on a fire in another Agency's jurisdiction, every effort will be made to protect the area containing the origin of the fire and protect evidence that may be pertinent to identifying the fire cause. Information generated from investigation of the origin of the fire and other information concerning incendiary fires, etc. will be shared with all Parties to increase probability of prosecution and/or cost recovery.
15. Wildland Urban Interface – The operational roles of the U.S. Forest Service as partners in the wildland urban interface are wildland firefighting, cooperative prevention and education. Structural fire suppression is the responsibility of State, Local or Tribal governments.
16. Federal Agency firefighters who encounter structure, vehicle, or landfill fires during normal wildland suppression duties, or who are dispatched to such fires due to significant threat to adjacent agency protected lands/resources, will not engage in direct suppression action. Structure protection (not suppression) activities will be limited to exterior efforts, and only when such actions can be accomplished safely and in accordance with established wildland fire operations standards. For the current Great Basin Community and Structure Fire Protection Guidelines see Exhibit H.
17. Emergency Medical Responses – Federal Agency personnel are not funded, trained or equipped to respond to medical emergencies. Under no circumstances will Federal Agency resources be dispatched for medical emergencies.
18. For the purposes of this agreement agency/cooperator fire engines (all types), agency/cooperator dozers/transport, and initial attack overhead are considered mutual aid resources.
19. Aircraft (and their associated support costs), handcrews (and their associated support costs), contracted resources, and other resources **not** listed as mutual aid are considered reimbursable fire assistance (see below).

G. SHARING FACILITIES:

Administrative/Training: Sharing of facilities for the purpose of training is beneficial for all agencies to this agreement; therefore there will be no charge for the use of Agencies' facilities for training.

Incidents: Agencies to this agreement agree that the use of facilities will be free for the first twenty-four hours (24) for incident support. After 24 hours facilities will be rented to the other agency. Facilities such as fire stations and work centers are not designed to support the large numbers of personnel involved in incidents. Bases and camps need to be established if the incident goes beyond initial attack and/or a large number of personnel is required by the incident.

H. PROTECTION ORGANIZATION & RATES:

See the Agency Rate Tables in Exhibit G.

I. COST SHARE:



Cost share agreements must be easily understood and correspond to agency cost accounting/tracking methods in order to facilitate the billing process. Jurisdictional agencies should implement a method to track costs that occur outside of the cost share period (e.g., assign resources new incident order numbers and establish new agency-specific accounting codes).

A cost share agreement will be developed on the basis of one or a combination of the following four criteria:

1. Initial Attack Agreement (mutual aid)
2. Acres Burned
3. You Order, You Pay (YOYP)
 - a. A unified ordering point is required and agencies agree to who will order which resources.
 - b. On-incident support costs may be split by the percentage of agency requested resources.
 - c. Off-incident support costs are paid for by the ordering unit.
4. Cost Apportionment

Fire cost tracking and accountability (i.e. air tanker and helicopter drop numbers and location) should be established and maintained early during initial attack.

An after-action fiscal review may be conducted at the request of any Party.

Cost Shared Items: The following is a list of items that are typically cost shared in multi-jurisdiction incidents. This list is not all-inclusive. Costs associated with, and incurred by, incident generated resource orders are typically shared.

- a. Aircraft Costs - Aircraft (fixed and rotor wing) and associated retardant and personnel costs.
- b. Equipment Costs - Emergency equipment used to support the incident.
- c. Incident Cache Costs - Cache costs may include refurbish, replacement, resupply, and labor costs.
- d. Incident Rehabilitation Costs - Rehabilitation activities of assigned incident personnel to mitigate further damage to improvements and land occurring from direct suppression activity can be included in cost sharing, e.g., minor fence repair, dozer line, erosion control.
- e. Initial Attack Resource Costs - Initial attack resource costs are included in determining the cost-share percentages and in deriving actual incident costs. In a cost-share incident, the provisions in the Cooperative Agreement associated with this OP for initial attack assistance at no cost do not apply.
- f. Off-Incident Support Sites - Mobilization, demobilization, rest and recuperation sites, etc., usually serve multiple incidents and are typically not ordered for a specific incident. The incident cost share agreement usually will not address cost sharing of these sites. Incident agencies should establish separate cost share agreements for these items.
- g. On-Incident Support Costs - Costs incurred for services supplied within the incident, e.g., shower units, catering units, commissary units, cache supplies and materials.
- h. Personnel Costs - Costs of assigned incident personnel including the IMT, crews, casuals, etc.
- i. Transportation Costs - Costs associated with movement of resources to and from an incident.



- j. Administrative Surcharge (Indirect Charge) - The Parties to this agreement will not charge each other an Administrative Surcharge/Indirect Charge. Resources obtained via external agreements which include an administrative surcharge are allowable.

Non-Cost Shared Items: The following lists items that are typically not cost shared:

- a. Accountable Property - Accountable and/or sensitive property, as defined by each agency, that is purchased by the agency and becomes property of that agency.
- b. Claims Costs - Responsibility for tort claims or extraordinary settlement costs will be addressed through a separate agreement between agencies.
- c. Move Up and Cover Costs - Includes additional costs over and above base salary of "backfilling" agency personnel to meet agency-specific staffing requirements.
- d. Post-Incident Rehabilitation Costs - Costs incurred to rehabilitate burned lands, such as seeding, check dam construction, and archaeological mitigation.

Final Cost Determination: Costs will be determined by using agency financial records.

Transfer of Responsibility Procedures: When Incident Management Teams (IMTs) are rotated, the departing team must brief their counterparts on all cost sharing agreements and documentation to date, and provide copies of these documents. If there is a change in the Agency Administrators or representatives the departing Agency Administrators shall brief and provide copies of any existing cost sharing agreements and documentation to the incoming Agency Administrators to ensure the incoming Agency Administrators have a clear understanding of all the decisions and agreements used to develop the final cost share percentages and conditions that will be used to generate the final cost share agreement.

Wildland Fire Protection Program (WFPP). If the District/Department is covered under a WFPP agreement with Nevada Division of Forestry (NDF) and the incident falls under that agreement, both the District/Department and NDF will be signatory parties to the cost share. The District/Department is required to notify NDF Duty Officer of any wildland fire within their jurisdiction that may require a cost share agreement. NDF will assume an active role in the development of cost share agreements.

J. COMPENSATION FOR SERVICES:

This portion of the OP establishes standard payment rates and billing procedures for equipment and personnel used for the purpose of this agreement.

It is understood that no Party is entering into this Operating Plan to make a profit from assisting the other, but rather, developing a method of recovering actual expenses. Every effort will be made by the Parties to minimize costs.

1. Within Mutual Aid Period: No billing will occur for expenses except for those resources identified as billable under IV. B of the Agreement



2. Resources working beyond Mutual Aid Period: Resources who work beyond the mutual aid period will be billed for the full period from the time of initial dispatch.
3. Incident Billing Documentation: See Exhibit H. 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 U.S. 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, shall not be completed by the incident agency for federal, state and local cooperator vehicles (including rental vehicles) nor should any type of equipment invoice be submitted to the Protecting Agency payment center on behalf of the federal, State or Local cooperators. Supporting Agencies will bill the Protecting Agency for vehicle use based on work time recorded on the OF-288 using the guidelines below.

It is recommended that District/Department resources utilize Exhibit H when checking in with Finance personnel at an incident to avoid confusion regarding which forms are required to be completed for District/Department resources.

Defined Non-Billable, Billable and Shareable expenditures:

Non-Billable Items: The following items are NOT considered billable by the Parties:

- a. Non-expendable accountable property
- b. Interest and indemnities payments
- c. Agency specific Burned Area Emergency Rehabilitation (BAER) beyond suppression damage rehab
- d. False Alarms with the exception of assistance by hire resources and their associated supporting costs

Billable and Shareable: Associated Costs Not On Resources Orders – There are associated costs that both State, District/Department and U.S. Forest Service incur in providing resources to an incident. 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:

- a. Dispatchers
- b. Airbase Costs - Includes salaries, travel expenses, retardant and supplies associated with the airbase in support of the incident.



- c. Warehouse/Cache - Includes local and regional cache personnel and associated transportation costs when performing activities in support of the incident.
- d. 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.
- e. Travel Per Diem/Transportation Costs - Includes mileage and lodging/meals and incidental expenses incurred while in-route to/from the incident or not provided at the incident. These expenses shall not exceed the published General Services Administration (GSA) allowable rates. Exception: Those instances where the GSA lodging rate (excluding room taxes) cannot be obtained shall be documented and copies of the documentation shall be provided with the billing invoice.
- f. 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.
- g. Agency Support Cost Covered Under Specific Labor Agreements - Includes cost of lodging/per diem and related mileage to and from the incident.
- h. Personnel Backfill - Backfill coverage for shift firefighters assigned to fire stations is billable to the incident. Reimbursement will not be provided for both the "backfill" resource and resources mobilized to an incident for the same time period (i.e., Only one type of resource may be billed per day – either the backfill resource or the incident resource. Occasionally, more than one person may be required to fulfill an agency's backfill shift requirement. In those cases, no more than 24 hours per day will be billed for the backfill resources.).
- i. 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.
- j. Compensated Days off at End of Incident - It is agreed that employees of the Parties to this Agreement shall at all times be subject only to the laws, regulations, and rules governing their employment, regardless of their employing agency, and shall not be entitled to compensation or other benefits of any kind other than that specifically provided by the terms of their employment.

4. Billing Submission:

On fires where costs are incurred pursuant to the terms of this agreement, the Supporting Agency shall submit a bill or estimate for reimbursement as soon as possible, but not later than 180 days after the fire is declared out. If final costs are not known at that time, an estimated amount will be provided to the Protecting Parties. Contested items will be resolved by the Parties signatory to this Operating Plan. If consensus cannot be reached, those items of concern will be elevated to the next higher level of management for resolution. Payment shall be made to the Supporting Party within 90 days after receipt of the billing invoice.

Billing deadlines set forth herein are intended to encourage prompt billing. Failure to meet these time frames shall not be construed as a release or waiver of claims for reimbursement against the other Party.



Should additional costs be identified after a "final" billing has been issued, a supplemental bill may be issued if agreeable to applicable Parties.



Federal Agency Billings:

Submit bills to the District/Department whenever the District/Department is the protecting agency and billing is appropriate. If the District/Department is covered under a WFPP agreement with Nevada Division of Forestry (NDF) and the incident falls under that agreement, billings will be submitted to NDF for payment.

Mount Charleston Fire Protection District
Jorge Gonzalez, Fire Chief/District Chief
4650 Kyle Canyon Rd.
Las Vegas, NV 89124
jorge.gonzalez@clarkcountynv.gov

District/Department Billings:

“Off-season” billing reimbursement requests for Humboldt-Toiyabe fires will be emailed to:

Humboldt-Toiyabe National Forest
Attention: Incident Business
1200 Franklin Way
Sparks, NV 89431
irene.burkholder@usda.gov

Instructions: The format of this exhibit is not defined. However, the exhibit shall include programmatic, operational information for preparedness and protection planning that meets the scope and purpose of the agreement. This exhibit shall not include any information that contradicts the terms and conditions of the agreement. If reimbursable rates are identified in this exhibit, they must be applied in accordance with the terms of the agreement.

**EXHIBIT C - List Emergency Contact Personnel****Mount Charleston Fire Protection District**

Name	Title	Office	Cell	Fax
Jorge Gonzalez	Fire Chief	702-305-4010	Same	
Chris Wardlaw	Senior financial officer	702-455-3261		

Las Vegas Interagency Dispatch Center

Name	Title	Office	Cell	Fax
Gary Moberly	Center Manager	702-515-5305	702-358-1065	702-626-1996
Jeff Jasberg	Asst Center Mner	702-515-5306	702-274-0188	702-626-1996

Spring Mountains National Recreation Area/FS

Name	Title	Office	Cell	Fax
Brent Van Gundy-Acting	Fire Management Officer	702-515-5406	702-496-8209	702-515-5447
Brian Kitchen-Acting	Asst Fire Mgmt Officer	702-515-5426	702-281-6706	702-515-5447
Deborah MacNeill	District Ranger	702-515-5448	702-305-4954	702-515-5447

**EXHIBIT D – COMMUNICATION**

Channel	Alias	Rx Freq	Rx CG	Tx Freq	Tx CG	Bandwidth
1	KYLE	151.11500	131.8	154.74000	131.8	Narrow
2	GASS LOCAL	158.97000	131.8	158.97000	131.8	Narrow
3	ANGEL	153.95000	131.8	154.74000	131.8	Narrow
4	LEE	158.88000	D306	154.74000	131.8	Narrow
5	GASS	158.97000	131.8	158.97000	131.8	Narrow
6	CREECH	154.40000	131.8	153.77000	131.8	Narrow
7	CF 6 SOA	155.73000	136.5	155.73000	136.5	Narrow
	USFS					
8	CHARLESTON	172.27500	000.0	164.50000	156.7	Narrow
9	USFS ANGEL	172.27500	000.0	164.50000	146.2	Narrow
10	USFS LOCAL	172.27500	000.0	172.27500	000.0	Narrow
11	USFS SOA	168.77500	000.0	168.77500	000.0	Narrow
12	NDF RED 1	159.34500	000.0	159.34500	000.0	Narrow
13	GOV COMM 2	168.35000	000.0	168.35000	000.0	Narrow
14	BLM SOA	171.67500	114.8	171.67500	114.8	Narrow
15	BLM HAYFORD	173.05000	114.8	164.47500	110.9	Narrow
16	VFIRE 21	154.28000	000.0	154.28000	000.0	Narrow



EXHIBIT D continued - REPEATER SITE MAP

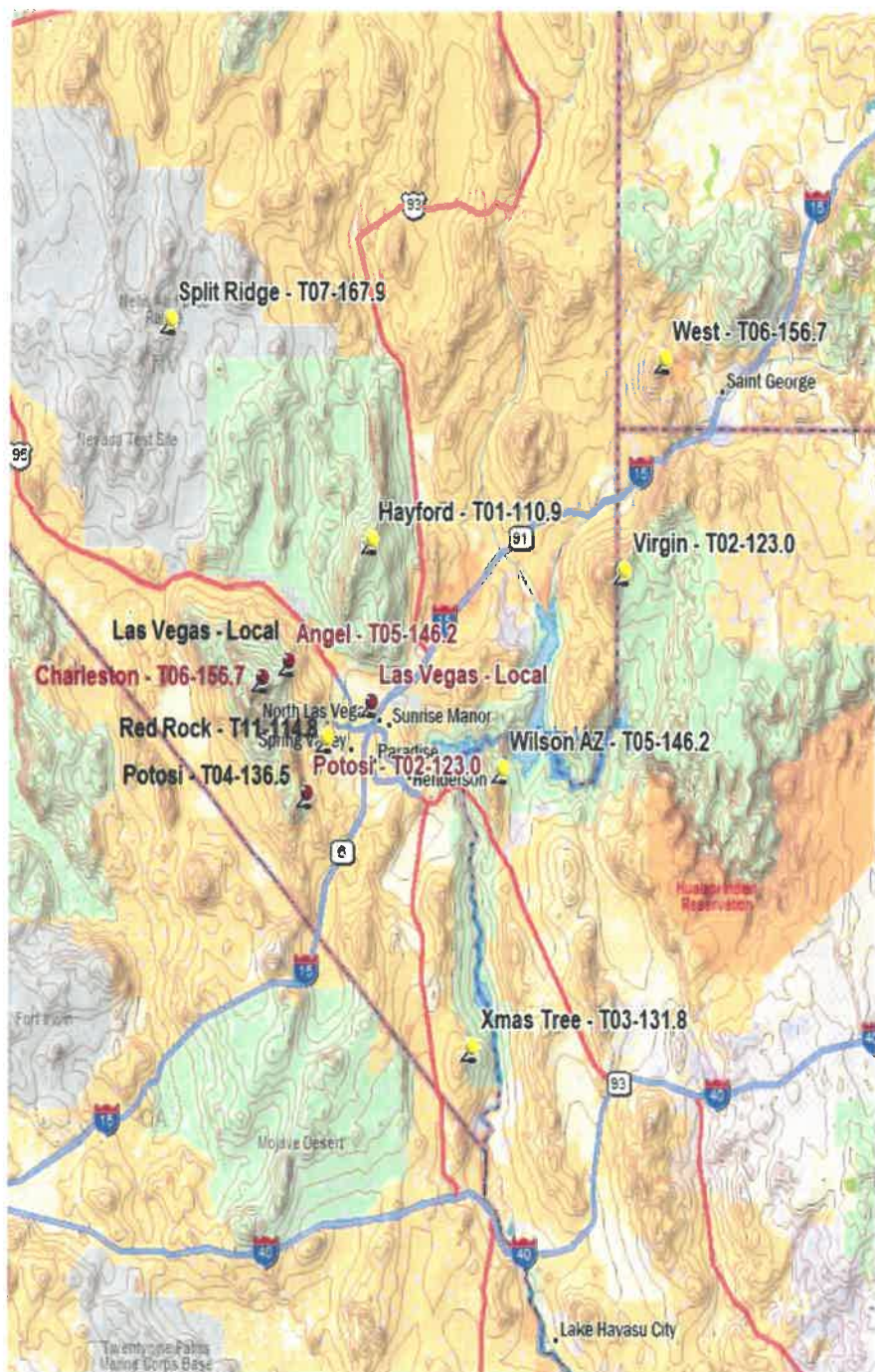




Exhibit E – Fire Supplemental Project Agreement

U.S. Forest Service Supplemental Project Agreement No. (a) _____

Cooperator Project Agreement No. (b) _____

**FIRE
SUPPLEMENTAL PROJECT AGREEMENT**

Between

(c)

And

(d)

This Fire Supplemental Project Agreement (SPA) is hereby made and entered into by and between (e) _____, hereinafter referred to as “the Cooperator,” and (f) _____, hereinafter referred to as the U.S. U.S. Forest Service under the Reciprocal Fire Protection Act of May 27, 1955, (42 U.S.C. 1856a) and under the provisions of the Local Cooperative Fire Protection Agreement No. (g) _____, executed between the Parties.

Project Title: (h)

I. BACKGROUND:

As referenced above, the Parties entered into a Local Cooperative Fire Protection Agreement. The Agreement allows the parties to cooperatively conduct projects or share resources for fire protection and prevention, which includes such activities as prescribed fire/fuels management, preparedness, fire analysis/planning, rehabilitation, training, prevention, public affairs, and other beneficial efforts in support of fire management.

II. PURPOSE:

The purpose of this SPA is to document the Parties’ contributions and cooperation regarding (i) _____. This project is further described in the hereby incorporated Financial and Project Plans, attached as Exhibits (j) _____.

III. THE COOPERATOR SHALL:

- A. Perform in accordance with the terms of this SPA and with the Financial and Project Plans, Exhibits (j) _____.
- B. Bill the U.S. U.S. Forest Service for actual costs incurred, not to exceed (k)\$ _____, as agreed to in the attached Financial Plan.



- C. Upon presentation of a Bill for Collection, reimburse the U.S. U.S. Forest Service for actual costs incurred, not to exceed (l)\$ _____, as agreed to in the attached Financial Plan.

IV. THE U.S. U.S. FOREST SERVICE SHALL:

- A. Perform in accordance with the terms of this SPA and with the attached Financial and Project Plans, Exhibits (j) _____.

- B. PAYMENT/REIMBURSEMENT. The U.S. U.S. Forest Service shall reimburse the Cooperator for the U.S. U.S. Forest Service’s share of actual expenses incurred, not to exceed (k)\$ _____, as shown in the attached Financial Plan. The U.S. U.S. Forest Service shall make payment upon receipt of the Cooperator’s (m) _____ invoice. Each invoice from the Cooperator must display the total project costs for the billing period, including the Cooperator’s share (when applicable). Cooperator in-kind contributions must be displayed as a separate line item and must not be included in the total project costs available for reimbursement. The final invoice must display the Cooperator’s full match towards the project, as shown in the financial plan, and be submitted no later than 90 days from the SPA expiration date.

Each invoice must include, at a minimum:

- 1) Cooperator’s complete legal name, address, and telephone number
- 2) U.S. U.S. Forest Service Supplemental Project Agreement number
- 3) Invoice date
- 4) Invoice number, if applicable
- 5) Performance dates of the work completed (start & end)
- 6) Total invoice amount for the billing period

The invoice must be forwarded to:

USDA U.S. Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Ave NE
Albuquerque, NM 87109

FAX: 877-687-4894

Send a copy to: (n)

- C. REIMBURSABLE BILLING. The U.S. U.S. Forest Service shall bill the Cooperator (m) _____ for funds sufficient to cover the costs for the specific payment period, not to exceed (l)\$ _____ as shown in the attached Financial Plan. All reimbursement billings must be completed within the same fiscal year as U.S. U.S. Forest Service expenditures. Overhead is assessed at the rate of (o) _____ percent.

Billings must be sent to: (p)



The U.S. U.S. Forest Service is required to issue bills for expenditures incurred under reimbursable agreements at the end of or prior to the end of each federal fiscal year. Therefore, an out-of-cycle bill may be received by the Cooperator.

If payment is not received to the satisfaction of the U.S. U.S. Forest Service by the date specified on the bill, the U.S. U.S. Forest Service shall exercise its rights regarding the collection of debts owed to the United States.

D. (q) SPECIAL BILLING REQUIREMENTS – FINANCIAL DOCUMENTATION.

Reimbursable billings shall be issued at the prescribed frequency based on expenditures recorded in the U.S. U.S. Forest Service accounting system for work performed. Bills for Collection reflect an aggregate amount for the billing period. U.S. U.S. Forest Service Transaction Register listing itemized expenses will be provided upon request at the end of a project or annually for long-term agreements. Provision of the Transaction Register or other supporting documentation accompanying individual bills will be limited to agreements over \$2,500, and only when cooperator requirements are clearly defined within this clause.

The special billing requirements are: (r)

E. (s) SPECIAL BILLING REQUIREMENTS – PROGRAM DOCUMENTATION. The U.S. U.S. Forest Service Program Manager shall provide the Cooperator with a written report that meets the Cooperator’s specific documentation requirements.

V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

A. (t) PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this SPA.

(u) Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name:	Name:
Address:	Address:
City, State,	City, State, Zip:
Telephone:	Telephone:
FAX:	FAX:
Email:	Email:



(v)Principal U.S. U.S. Forest Service Contacts:

U.S. U.S. Forest Service Program Manager Contact	U.S. U.S. Forest Service Administrative Contact
Name:	Name:
Address:	Address:
City, State, Zip:	City, State, Zip:
Telephone:	Telephone:
FAX:	FAX:
Email:	Email:

- B. LIABILITY. As set forth under the provisions of the referenced Cooperative Fire Protection Agreement.
- C. (w)Mutually agree to the Burn Plan relevant to this SPA, and to any agreed upon revision thereof. Revisions to the Burn Plan that do not materially affect the purpose and/or terms of the SPA, but rather only revises the implementation of the project, do not require a modification to this SPA. The Burn Plan, and any revision thereof, is incorporated by reference into this SPA and will be maintained by and provided to the Program Contacts listed above.
- D. In the event of a conflict between the provisions of this SPA and the referenced Cooperative Fire Protection Agreement, the Cooperative Fire Protection Agreement shall take precedence.
- E. (x)PROGRAM PERFORMANCE REPORTS. The Cooperator shall monitor the performance of the agreement activities to ensure that performance goals are being achieved. Performance reports must contain information on the following:
 - A comparison of actual accomplishments to the goals established for the period. Where the output of the project can be readily expressed in numbers, a computation of the cost per unit of output may be required if that information is useful.
 - Reason(s) for delay if established goals were not met.

Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

The Cooperator shall submit annual performance reports to the U.S. U.S. Forest Service Program Manager. These reports are due 90 days after the reporting period. The final performance report must be submitted either with the Cooperator’s final payment request, or separately, but not later than 90 days from the expiration date of the agreement.

- F. (y) PURCHASE OF ASSETS. Any assets (such as equipment, property, or improvements) purchased by the U.S. U.S. Forest Service with the Cooperator’s contributions shall become



the property of the U.S. U.S. Forest Service, unless otherwise documented via separate authority and instrument.

- G. (z)PROPERTY IMPROVEMENTS. Improvements placed on federal land at the direction, or with the approval of, the U.S. U.S. Forest Service, becomes property of the United States. These improvements are subject to the same regulations and administration of the U.S. U.S. Forest Service as would other agency improvements. No part of this SPA entitles the Cooperator to any interest in the improvements, other than the right to use them under applicable U.S. U.S. Forest Service Regulations.
- H. PARTICIPATION IN SIMILAR ACTIVITIES. This SPA in no way restricts the Parties from participating in similar activities with other public or private agencies, organizations, and individuals.
- I. ENDORSEMENT. Either Party's contributions made under this SPA do not by direct reference or implication convey endorsement of each other's products or activities.
- J. ALTERNATE DISPUTE RESOLUTION. In the event of any issue of controversy under this SPA, the Parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to, conciliation, facilitation, mediation, and fact finding.
- K. MODIFICATION – COOPERATIVE FIRE. Modifications within the scope of this SPA must be made by mutual consent of the Parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least (aa) days prior to implementation of the requested change. No Party is obligated to fund any changes not properly approved in advance.
- L. TERMINATION – FIRE SUPPLEMENTAL PROJECT AGREEMENT. Either Party, in writing, may terminate this SPA in whole, or in part, at any time before the date of expiration. Neither Party shall incur any new obligations for the terminated portion of this SPA after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each Party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.
- M. COMMENCEMENT/EXPIRATION DATE – FIRE SUPPLEMENTAL PROJECT AGREEMENT. This SPA is executed as of the date of last signature and is effective through (bb) at which time it will expire unless extended.

If the referenced Cooperative Fire Protection Agreement is superseded by a new Cooperative Fire Protection Agreement, this SPA may remain in effect to the extent that it does not conflict with the provisions of the new Cooperative Fire Protection Agreement, but only until such time that the project can be completed or modified to be incorporated within the terms of the new Cooperative Fire Protection Agreement.



N. AUTHORIZED REPRESENTATIVES. By signature below, the Parties certify that the individuals listed in this document as representatives of each Party are authorized to act in their respective areas for matters related to this SPA.

(dd) _____ (cc)
(ff) , (ee) Date

(hh) _____ (gg)
(jj) , (ii) Date

The authority and format of this SPA have been reviewed and approved for signature.
(kk)

(ll) _____ Date
U.S. U.S. Forest Service



INSTRUCTIONS for Exhibit E - Fire Supplemental Project Agreement

All provisions in this instrument are mandatory, unless otherwise excepted. Depending on the type of project, there may be additional provisions necessary for compliance with U.S. U.S. Forest Service directives or regulations (for example, occupancy/improvements for shared space or joint publications).

- (a) U.S. U.S. Forest Service Project Agreement No. For example: FY-FP-11RRUUSS-XXX.
- (b) Cooperator Project Agreement No. Insert Cooperator project agreement number, if applicable.
- (c) Insert name of Cooperator.
- (d) Insert name of U.S. U.S. Forest Service Unit.
- (e) Insert Cooperator name as cited above.
- (f) Insert U.S. U.S. Forest Service name as cited above.
- (g) Insert corresponding U.S. U.S. Forest Service Agreement # as identified on Cooperative Fire Protection Agreement.
- (h) Insert project title.
- (i) Enter brief project description.
- (j) Insert alpha or numeric reference to the Exhibit added that provides a Financial and Project Plan. Note: The Project Plan may include tasks/projects defined in the Operating Plan (as referenced in the Background section), or it may be a Burn Plan, if applicable.
- (k) Insert amount. If the U.S. U.S. Forest Service is not obligating funds for reimbursement to the Cooperator, then delete this provision.
- (l) Insert amount. If the U.S. U.S. Forest Service is not collecting funds from the Cooperator, then delete this provision.
- (m) Select and insert the appropriate billing cycle: monthly, quarterly, semi-annual, or annual. Note: quarterly dates (December 31, March 31, June 30, and September 30), semi-annually (March 31, and September 30) or annually (September 30 or earlier).
- (n) Insert other contact name and address, if applicable, otherwise delete.
- (o) Insert the U.S. U.S. Forest Service burden/overhead rate. Enter 'shall not be assessed' if burden is not applicable.
- (p) Enter Cooperator's name, name of point of contact, and mailing address to which billing documents should be sent.



(q) If the U.S. U.S. Forest Service is not collecting funds, delete this provision. When U.S. U.S. Forest Service is collecting funds, the provision is optional if the Cooperator requires financial documentation. This provision alerts ASC-RACA that the U.S. U.S. Forest Service shall provide transaction registers with any billing to the Cooperator under this Agreement.

(r) Insert special billing requirements here, such as whether the billing requirements are either with each bill, upon project completion, or annually.

(s) If the U.S. U.S. Forest Service is not collecting funds from the Cooperator, delete this provision. When U.S. U.S. Forest Service is collecting funds, the provision is optional if the Cooperator requires an accomplishment or program report with each BFC. This provision alerts ASC-RACA that the U.S. U.S. Forest Service must coordinate BFCs with the PM for submission to the Cooperator.

(t) May be changed to accommodate additional contacts.

(u) Insert ALL of the requested information below. If information is unavailable, then make a good-faith effort to obtain.

(v) Insert ALL of the requested information below. If information is unavailable, then make a good-faith effort to obtain.

(w) If a Burn Plan is not attached, remove this provision.

(x) Mandatory provision if U.S. U.S. Forest Service is reimbursing the Cooperator.

(y) If the U.S. U.S. Forest Service is not collecting funds from Cooperator, delete this provision.

(z) Mandatory provision if property improvements result from a project on federal lands.

Do not use this provision if improvements are owned by the Cooperator and covered under another instrument such as a Special Use Permit or license.

(aa) Insert a notification period that is no less than 30 days.

(bb) Insert the expiration date not greater than the expiration date of the Cooperative Fire Protection Agreement.

(cc) Insert date of signature.

(dd) Insert name of signatory official for Cooperator.

(ee) Insert Cooperator signatory official's positional title.

(ff) Insert Cooperator's organizational name.

(gg) Insert date of signature.

(hh) Insert name of U.S. U.S. Forest Service Signatory Official.



(ii) Insert U.S. U.S. Forest Service signatory official's positional title.

(jj) Insert U.S. U.S. Forest Service Region, Office, or Unit.

(kk) Insert date of signature.

(ll) Insert G&A Specialist's name.



Exhibit F –

COST SHARE AGREEMENT

SUPPLEMENTAL FIRE SUPPRESSION AND COST SHARE AGREEMENT

The purpose of this agreement is to provide for a coordinated cooperative fire suppression operation on this fire and to describe the cost divisions. This agreement is a supplement to the Master Cooperative Wildland Fire Management Agreement or Local Agreement between the Agencies listed. # _____

1. Fire Name: _____ Origin Date _____ Time _____

2. Origin: Township _____ Range _____ Section _____
Latitude _____ Longitude _____ (Deg. Min. Sec)

3. Estimated Size(Acres) _____ at the time of this agreement.

4. Agency _____ Fire # _____ Accounting Code _____

5. Agency _____ Fire # _____ Accounting Code _____

6. Agency _____ Fire # _____ Accounting Code _____

7. Agency _____ Fire # _____ Accounting Code _____

8. Agency _____ Fire # _____ Accounting Code _____

5. This agreement becomes effective on: _____ at _____ and remains in effect until amended or terminated.

10. Overall direction of this incident will be by _____ **Unified**, or by _____ **Single** Command structure.



POSITION	NAME(s)	AGENCY
Incident Commander		
Agency Administrator Representative		
Liaison		
Finance		
Operations		

7. Suppression action will be subject to the following special conditions and land management considerations:

8. Geographic responsibility (if appropriate) by Agency is defined as follows:

Agency _____	Geographic Responsibility _____
Agency _____	Geographic Responsibility _____
Agency _____	Geographic Responsibility _____
Agency _____	Geographic Responsibility _____

9. The Agency responsible for structural protection will be: _____
(normally local, State, Tribal Agency)

10. Special operational conditions agreed to (include as appropriate Air operations, base camp, food service, fire investigation, security, etc.) List cost share information in Item #11:



11. Fire Suppression COSTS will be divided between Agencies as described:

Cost Centers:	Agency:	Agency:	Agency:

12. Other conditions relative to this agreement (Notifications, incident information, etc.):

Cooperator _____ does _____ does not have a WFPP agreement in place with NDF. If a WFPP is in place, NDF will be the payment agency on behalf of the cooperator.

Agency	Agency	Agency	NDF (WFPP Concurrence)
Signature	Signature	Signature	Signature
Title/Date	Title/Date	Title/Date	Title/Date

List of Attachments (if any):

**Exhibit F – Guidelines and Methods:**

The cost-share agreement is entered into supplemental to the Local Cooperative Fire Protection Agreement (reference provision VIII-C) and is used to define and document the basis (method) and rationale for delineating costs on a multi-jurisdictional fire.

The following guidelines should be considered when executing a cost-share agreement.

General Guidelines:

1. Agency-specific costs are not shared.
2. Responsibilities for claims is outside the scope of the cost-share agreement.
3. Rehabilitation costs are the responsibility of the jurisdictional agency.
4. The cost-share should include consideration of each agency's values at risk and policies.

Method 1: Costs can be shared proportionately based on acres burned.

Method 2: Costs between the agencies can be based on a summary of daily estimated incident costs and each agencies' proportionate share thereof. If this method is used, daily cost-shares should be properly documented by the Incident Commander. Aircraft and retardant should be on an actual use basis.

Method 3: Costs can be shared based upon how directly fireline resources are assigned on the incident. Aircraft and retardant should be on an actual use basis where such use can be identified. Support costs and direct costs that are difficult to separate are then shared proportionally to direct costs. This is the most equitable method and should be utilized on incidents when a Type I team is assigned.

Direct Costs: All costs associated with direct fireline/fireground and operations including aircraft, except helitankers and fixed-wing airtankers and their retardant, and incident support ordered by the incident prior to completion of the cost- share agreement. Airtanker costs and associated retardant costs are direct costs but are normally calculated as a separate cost-share rate.

Support Costs: All other costs ordered by or for the incident but not defined as a direct cost. Indirect costs may include office support personnel, mobilization/demobilization centers, dispatching airbase operations, transportation from home base to camp and minor and major equipment repairs to incident assigned and damaged resources (except those costs included in equipment rental rates). Indirect costs can be shared proportionately with direct costs except where identified to be shared differently in the cost-share agreement.



Exhibit G – Cooperator Rate Table

Mt. Charleston Fire Protection District

PERSONNEL & EQUIPMENT RATES			
PERSONNEL			Hourly/Daily Rate
Firefighter			\$55.59/ hourly
Engine Boss/Captain			\$60.81/ hourly
EQUIPMENT	TYPE	PUMP CAPACITY	
Truck/Pickup	Command		\$74/Daily
Fire Engine	T6	250gpm	\$101.00/ hourly
Fire Engine	T3	500gpm	\$149.00/ hourly
Fire Engine	T2	1,000gpm	\$163.00/ hourly
Fire Engine	T1	1,250gpm	\$181.00/ hourly
Water Tender		2,000 gal.	\$122.00/ hourly
Chainsaw	20' length		\$72.00/ Daily

Standard Staffing

Type 1,3 Engine

- 1 Officer-Engine Boss/Captain**
- 3 Firefighters**

Type 6 Engine

- 1 Officer-Engine Boss/Captain**
- 2 Firefighter**

Water Tender

- 1 Officer-Engine Boss/Captain**
- 1 Firefighter**

Command Vehicle

- 1 Officer- Task Force/Strike Team Leader**



EXHIBIT H– Billing Documentation Requirements for Nevada Cooperator Personnel

NOTICE TO INCIDENT FINANCE PERSONNEL

**BILLING DOCUMENTATION REQUIREMENTS FOR
NEVADA COOPERATOR PERSONNEL/EQUIPMENT**

The Mount Charleston Fire Protection District/Department has an existing Agreement and Operating Plan with the Humboldt-Toiyabe NF. Per those documents cooperators are only required to report hours of work for personnel. Equipment costs will be reimbursed to the cooperator based on the hours/days worked by the operators.

COOPERATOR PERSONNEL

Personnel will provide to Finance approved Crew Time Reports. Please process CTRs per normal business rules. Provide the personnel with completed and signed OF-288s upon their demobilization from your incident.

COOPERATOR EQUIPMENT

***DO NOT** complete or process OF-286s for cooperator equipment. Past issuance of OF-286s has resulted in duplicate payments for the cooperator.*

DO NOT submit any cooperator documentation directly to an agency payment center.

If you have any questions regarding this information, please contact:

COOPERATOR

Mt. Charleston Fire Protection District
Jorge Gonzalez
jorge.gonzalez@clarkcountynv.gov
702-305-4010

U.S. FOREST SERVICE

Humboldt-Toiyabe NF
Incident Business Specialist
irene.burkholder@usda.gov
775-355-5364 (work)
775-685-9376 (cell)