

COOPERATIVE FIRE PROTECTION AGREEMENT
Between The
MOUNT CHARLESTON FIRE PROTECTION DISTRICT
And The
USDI, BUREAU OF LAND MANAGEMENT
SOUTHERN NEVADA DISTRICT

This LOCAL COOPERATIVE FIRE PROTECTION AGREEMENT is hereby entered into by and between:

Mount Charleston Fire Protection District, hereinafter referred to as “the Cooperator”,
USDI, Bureau of Land Management, Southern Nevada District, hereinafter referred to as the “BLM,”
Collectively, the Cooperator and BLM shall be referred to as “Parties”

The Parties enter in this agreement under the following authorities.

- Reciprocal Fire Protection Act of May 27, 1955 (42 USC 1856a), as amended
- Disaster Relief Act of May 22, 1974 (42 USC 5121 as amended)
- Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL 93-288)
- Homeland Security Act of 2002 (HR 5005-8)
- Homeland Security Presidential Directive 5 (HSPD-5)
- Post-Katrina Emergency Management Reform Act of 2006 (PL 109-295; 120 Stat 1355)
- National Indian Forest Resources Management Act (PL 101-630, Title III)
- Department of the Interior and Related Agencies Appropriations Act, 1999, as included in PL 105-277, section 101E
- Federal Land Policy and Management Act of Oct. 21, 1976 (PL 94-579; 43 USC)

I. PURPOSE

The purpose of this agreement is to provide for wildland fire management (prevention, detection, management, and suppression) and all-hazard emergency support for activities requested and authorized by the parties signatory to this agreement. 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.

Upon execution, this agreement supersedes all previous agreements between the Parties.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The BLM has the responsibility for fire protection, which includes prevention, detection, management, and suppression of wildland fires on BLM administered lands and has an interest in protection and suppression of wildland fires on adjacent or intermingled State and private forested and range lands.

The BLM does not respond to structure fires, vehicle fires or traffic accidents. However, the BLM 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 BLM 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. It is also mutually advantageous for the Parties to provide support and participate in Presidential Declarations of Emergency or Major Disaster under the Stafford Act as requested and authorized.

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 – Operating Plan
 - Exhibit C – Cost Share Agreement
 - Exhibit D – Fire Supplemental Project Agreement
 - Exhibit E – Use and Reimbursement for Stafford Act Shared Resources
 - Exhibit F – Incident Time Instructions

- 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 and D are provided for standardized format and are intended to supplement this agreement. Completion and execution of Exhibit C or D does not require formal modification to this agreement. However, nothing in Exhibits C and D should conflict with the authority and provisions of this agreement.
- F. Exhibit F must be completed and attached to this agreement prior to execution if such resources are authorized. Additionally, this exhibit shall be reviewed annually to ensure the most current information is provided.
- G. 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.

For the purposes of this agreement agency fire engines (all types), agency dozers/ transports, and initial attack overhead are considered mutual aid resources. 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).

- 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. Assistance provided outside of the area of jurisdiction shall be considered reimbursable fire assistance and reimbursable by the Protecting Party or other party signatory to this agreement. Non-dispatched resources from any party will be considered a voluntary contribution.

All resources provided by the Cooperator for suppression activities on federally administered lands during the “off season” shall be considered reimbursable fire assistance. This period is defined as the period of time the BLM typically does not have initial attack resources readily available. Off-season dates are defined in the Operating Plan (OP).

- 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.
- F. REIMBURSEMENT FOR EMERGENCY APPARATUS LOSS OR DAMAGE. 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 presented and approved by the incident agency and authorized using a unique request and

resource order number (for example a S#). Loss or damage to equipment while travelling to or from an incident shall be the responsibility of the agency providing the equipment. When applicable, insurance claims shall be pursued prior to requesting reimbursement. Loss or damage shall be reported to the incident finance section (when present) or jurisdictional agency to ensure proper documentation, investigations, and approvals are in place.

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.

In addition, BLM has the following requirements which can also be found in the Interagency Standards for Fire & Aviation Operations (Red Book):

- RFPA/local fire department personnel responding to incidents on BLM lands must:
 - Be 18 years of age or older;
 - Have and use the required personal protective equipment (PPE) found in Chapter 7 of the Red Book, as noted below:
 - Wildland fire boots;
 - Fire shelter (M-2002);
 - Helmet with chinstrap;
 - Goggles/safety glasses (as identified by JHAs/RAs);
 - Ear plugs/hearing protection;
 - National Fire Protection Association (NFPA) 1977 compliant long-sleeved flame resistant shirt (yellow recommended);
 - NFPA 1977 compliant flame resistant trousers;
 - Leather or leather/flame resistant combination gloves. Flame resistant flight gloves or NFPA 1977 compliant Driving Gloves can be used by heavy equipment operators, drivers and fireline supervisors when not using fireline hand tools.
 - Additional PPE as identified by local conditions, Safety Data Sheet (SDS) or JHA/RA

- Have a basic level of wildland fire training, identified as the NWCG course S-190 and S-130, which can be modified to fit local needs. I-100 is not required, but ICS must be thoroughly covered within the applicable section of S-190 and S-130 (RFPA requirement); or
 - Have a basic level of wildland fire training. The NWCG course S-190 and S-130 are recommended, both courses can be modified to fit local needs (local fire department requirement).
 - Pre-identified incident communication protocols will be established and followed (e.g., frequencies plans, points of contact, and interoperable radio hardware)
 - The Incident Command System (ICS) will be used to manage all incidents.
- 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. 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. (Exhibit D).

- 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 in coordination with a qualified fire investigator or law enforcement officer. 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. 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, 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. Any delays beyond the 180 days must be documented in writing and presented to the other party(s).

If the Cooperator has entered into a Wildland Fire Protection Program (WFPP) agreement with the Nevada Division of Forestry (NDF) and the incident falls under that agreement, NDF will sign the cost share agreement, along with the Cooperator, and will settle the cost share on the Cooperator's behalf.

- 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. Often, they are proposed as a percentage of direct project costs and are referred to as administrative costs, overhead, or burden. Examples may include office space, computer equipment, postage, utilities, salaries for administrative activities such as procurement, personnel, accounting, and so forth.

- E. INDIRECT COST RATES. The parties to this agreement shall not request reimbursement for indirect/overhead charges. All expenses must be actual expenses.

- 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, 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) Supplemental Fire Department resources are defined as those personnel tied to a local fire department generally by agreement who are mobilized primarily for response to incidents/wildland fires outside of their district or mutual aid zone. They are not a permanent part of the local fire organization. Supplemental fire department resources shall not be reimbursed under this agreement.
- 6) 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 (for those Cooperators whose agency is located in Nevada) or California (for those Cooperators whose agency is located in California), or at hourly rates equal to, or less than, the current Federal administratively determined (AD) pay plan. Current plans and rates can be found at https://www.nifc.gov/programs/programs_PaymentCenter.html.
 - 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-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 Instructions can be found in Exhibit F.
- 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. 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 Bureau of Land Management 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 agreement number.
- Invoice date.
- Invoice number, if applicable.
- Incident name, incident number, and Firecode or charge code.
- Dates of the incident covered by the billing.
- Summary agency 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 and signed cost share split form (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.

Generally, cost source documents, including but not limited to, OF-288 Emergency Firefighter Time Reports, and SF-261 Crew Time Reports, will not be required with the billing content unless summary cost data is disputed.

Financial Information and Contacts:	BLM	Cooperator
Submit bills to	Southern Nevada BLM ATTN: Tyler Hecht 4701. N Torrey Pines Dr. Las Vegas, NV 89130 Preferred method: EMAIL thecht@blm.gov	Jorge Gonzalez, Fire Chief 4650 Kyle Canyon Rd. Las Vegas, NV 89124 702-305-4010 Jorge.gonzalez@clarkcountynv.gov
Financial Contact: (Name, phone, and email address)	Katerina Flowers kflowers@blm.gov 702-515-5188	Chris Wardlaw Chris.Wardlaw@clarkcountynv.gov 702-455-3261
Data Universal Number System (DUNS)	0843559236	080282814

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 and its legal/financial counterparts, if requested.

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.

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
Name: Jorge Gonzalez, Fire Chief Address: 4650 Kyle Canyon Rd. City, State, Zip: Las Vegas, NV 89124 Telephone: 702-305-4010 FAX: Email: Jorge.gonzalez@clarkcounty.gov	Name: Chris Wardlaw Address: 500 S Grand Central Parkway City, State, Zip: Las Vegas, NV 89155 Telephone: 702-455-3261 FAX: Email: Chris.wardlaw@clarkcountynv.gov

BLM Fire Program Contact	BLM Program - Incident Business - Contact
Name: Tyler Hecht Address: 4701 N. Torrey Pines Dr. City, State, Zip: Las Vegas, NV 89130 Telephone: 702-515-5131 FAX: Email: thecht@blm.gov	Name: Katerina Flowers Address: 4701 N. Torrey Pines Dr. City, State, Zip: Las Vegas, NV 89130 Telephone: 702-515-5188 FAX: Email: kflowers@blm.gov

- B. **ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES.** This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 as continued by Consolidated and Further Continuing Appropriations Act, 2013, P.L. No. 113-6, Division F, Title I Section 1101(a)(3) regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement the Cooperator acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or

agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarring official of the United States Department of Interior has considered suspension or debarment is not necessary to protect the interests of the Government. If the Cooperator fails to comply with these provisions, the BLM will annul this agreement and may recover any funds the Cooperator has expended in violation of sections 433 and 434.

C. 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.

D. TRIBAL EMPLOYMENT RIGHTS ORDINANCE (TERO). The BLM recognizes and honors the applicability of the Tribal laws and ordinances developed under the authority of the Indian Self-Determination and Educational Assistance Act of 1975 (PL 93-638).

E. BLM ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. The Cooperator shall acknowledge BLM support in any publications, audiovisuals, and electronic media developed as a result of this agreement.

F. 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 the Interior 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.)"

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."

- G. NOTICES. Any communications affecting the operations covered by this agreement given by the BLM 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 BLM 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.

- H. 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.
- I. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the BLM or the Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- J. 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.
- K. ENDORSEMENT. Any of the Cooperator's contributions made under this agreement do not by direct reference or implication convey BLM endorsement of the Cooperator's products or activities and does not by direct reference or implication convey the Cooperator's endorsement of the BLM's activities.
- L. 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.
- M. NONDISCRIMINATION. The U.S. Department of the Interior (USDI) 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 USDI's Office of Chief Information Officer/Section 508 Coordinator Page at

<https://www.doi.gov/ocio/section508-contacts>. For all other DOI operations related to disability rights, a public civil rights complaint would be filed with the respective bureau Public Civil Rights (PCR) Manager or with the DOI Public Civil Rights Director. The public link to the PCR page with more info is <https://www.doi.gov/pmb/eeo/Public-Civil-Rights>. USDI is an equal opportunity provider and employer.

- N. 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.
- O. AGREEMENT CLOSEOUT. Within 90 days after expiration date or notice of termination, the parties shall reconcile for final billing/payments and close the agreement.
- P. PROGRAM MONITORING. 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.
- Q. 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 BLM 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.

- R. 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).

- S. TERMINATION. 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.

- T. 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.
- U. DEBARMENT AND SUSPENSION. The Cooperator shall immediately inform the BLM 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 BLM without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- V. MODIFICATION. 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.
- W. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective for 5 years from that date, 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.

- X. **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.

Ross Miller
County Commissioner Chair

Date

Angelita S. Bullets
District Manager
Bureau of Land Management, Southern Nevada BLM

5/2/22
Date

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

PAUL PETERSEN

Digitally signed by PAUL
PETERSEN
Date: 2022.04.26 13:25:47 -07'00'

Paul A. Petersen, State Fire Management Officer

Date

Bureau of Land Management, Nevada State Office

EXHIBIT A – Map of Protection Areas and Boundaries

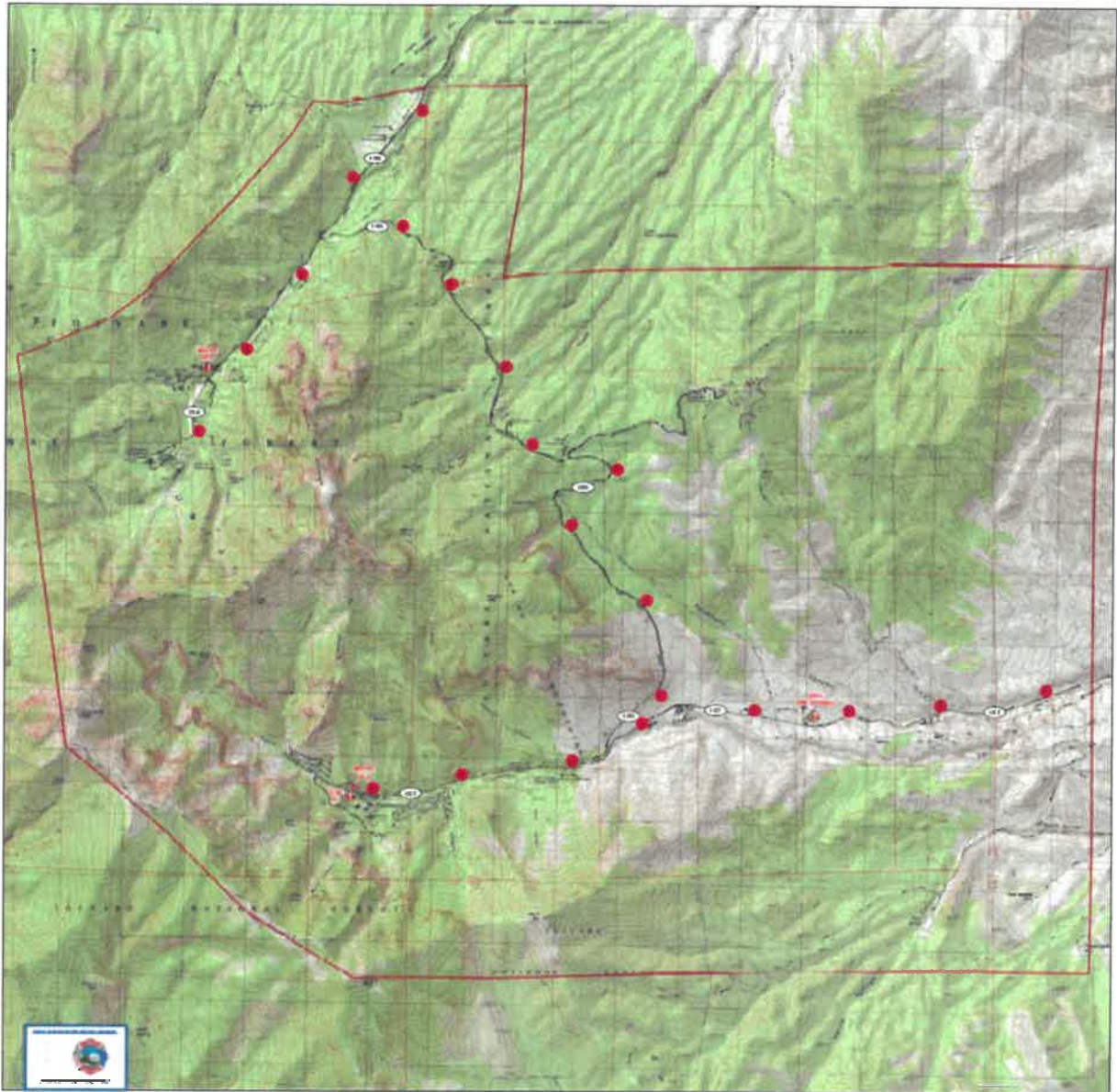


EXHIBIT B - Operating Plan

The Parties agree to the following:

A. PURPOSE:

The purpose of this Operating Plan (OP) is to define operating procedures and responsibilities within the framework of the Cooperative Fire Protection Agreement.

B. GENERAL PROVISIONS:

The mission and intent of this operating plan is to provide for cooperation by the Parties in the wildland fire management (prevention, detection and suppression of wildland fires) and in all-hazard emergency events, conduct support function activities as requested by other Parties, to the extent the provision of such support is properly authorized. Statements below summarize operational considerations referenced earlier in this Agreement.

1. The mutual aid period for the purposes of this OP shall be 24 hours. All assistance provided beyond the 24 hours shall be reimbursable assistance and will be billed retroactively for the full period from the time of initial dispatch.
2. As stated in the agreement, agency fire engines (all types), agency dozers/transport, and initial attack overhead are considered mutual aid resources. 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.
3. On multi-jurisdictional incidents a cost share agreement shall be developed, documented and signed. Incidents within the mutual aid period not utilizing assistance by hire resources do not require a cost share. See Exhibit C for a cost share agreement template.
4. Participation of District/Department resources is encouraged on local, geographic and national incident management teams, as well as single resource assignments. Payments of personnel will be in accordance with Exhibit E rates.
5. All resources provided by Cooperator for suppression activities on BLM jurisdiction fires during the "off season" will be considered reimbursable fire assistance. This period is October 15 to April 15 each year. For "off season" federal fires to be considered for assistance-by-hire reimbursement, the District/Department must:
 - a. Contact the Las Vegas Interagency Communication Center immediately and provide a verbal size-up of the incident upon arrival of the initial attack Incident Commander (IC).
 - b. Furnish the Protecting Party a written incident report within ten (10) days. A sample fire report is included as Exhibit F.
 - c. Ordering of resources beyond the initial response will be coordinated with the BLM duty officer.

All billings for fire assistance during this period of time will be billed directly to the BLM.

C. AGENCY CROSS NOTIFICATION OF FIRES:

Fires will be reported as follows:

Fires occurring on or threatening lands inside the boundaries of the Cooperator 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 Communication 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 Cooperator and the BLM will be held as needed annually by May 1. This meeting will review the past year of cooperative assistance and revise the OP, as needed. 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. It is preferred that maps also be produced in a GIS format.

E. COMMUNICATIONS/FREQUENCIES:

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

Each agency that is signatory to this OP 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.

A current list of frequencies is included in the OP.

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. 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, BLM 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.
 - c. 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 sheets (MSDS), or Job Hazard Analysis/Risk Assessment (JHA/RA) (i.e., specialized leg protection/chaps during chain saw use) may be required.
2. Before fire suppression efforts begin all fire fighters will be briefed.
3. Unified command should be used whenever multiple jurisdictions are involved, unless extraordinary circumstances dictate otherwise.
4. 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).
5. 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.
6. 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.
7. Each Party will make available and familiarize their officers with the contents of this OP.

8. Las Vegas Interagency Communication Center will coordinate the use of aircraft resources. The Cooperator may order air tankers, helicopters, water scoopers, aerial supervision or observation flights through the interagency dispatch center, but the operational phase will remain under the direction of the incident IC. The Cooperator 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 Cooperators who have 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 BLM will not pay for aircraft that are not approved for federal use.
- 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 Airtankers (SEATs), Water Scooper Fixed-Wing, Aerial Supervision (ATGS, ASM and Lead Planes), large airtankers (LAT), and very large airtankers (VLAT). Air Operations can also include Unmanned Aerial systems of all sizes and complexities. These aircraft all play a critical role in supporting firefighters on the ground and will adhere to Interagency Aviation Policies in the Fire Traffic Area.
 - 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 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.

9. All Parties will coordinate fire restrictions or closures due to weather or fire severity where practical.
10. 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.
11. 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.
12. 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.
 - e. 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.

Wildland Urban Interface – The operational roles of the Federal Agencies 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.

13. 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.

14. 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.

15. Final Fire Reporting Using InFORM/Inspector – Beginning January 1, 2020, InFORM replaced the Wildland Fire Management Information (WFMI) application as the BLM national fire reporting system. All cooperating agencies (local/county/state) can utilize this system with a valid AGOL account. More information can be found at: <https://in-form-nifc.hub.arcgis.com/>.

Certification is the process of finalizing the fire record. All fires that burn federal land will need to be certified. A BLM official record requires printing and filing to comply with provisions in the BLM Manual MS-1270 Records Management. To adhere to the BLM Manual MS-1203 Delegation of Authority and the Nevada State Supplement (NV BLM Information Bulletin No. NV-2020-011), all InFORM-certified BLM final fire reports require an original (ink) signature in the approver signature block. The approval authority may be re-delegated from the District Manager to the District Fire Management Officer (DFMO).

All wildland fires, regardless of jurisdiction, will need to be certified within Inspector. In cases where local cooperators do not use InFORM/Inspector, BLM certifying officials will certify fire reports for local cooperators. Local units should determine when a copy of the report with ink signature is necessary.

Local agreements and pre-season discussions should identify who the certifying party will be, either the protecting unit or the jurisdictional unit at the point of origin.

- a. If the jurisdictional unit at point of origin uses InFORM/Inspector, they should certify the final report.
- b. If the jurisdictional unit at point of origin does not use InFORM/Inspector, the BLM will certify the final fire report.
- c. If multiple agencies using InFORM/Inspector have some level of responsibility for the fire (i.e., burned acres or initial action) the respective DFMOs will determine who should certify the final fire report.

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 should 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:

Rates will be billed based on actual costs. While rates are not included in this Operating Plan, current rates will be exchanged between the BLM and Cooperator at the pre-season meeting.

Upon demobilization from an incident, personnel shall be provided an approved and signed Emergency Firefighter Time Report (OF-288). On smaller incidents, a Crew Time Report (SF-261), signed by the incident supervisor shall suffice. No equipment invoice should be provided at the incident. See Exhibit F. Exhibit F should be presented to the incident upon check in.

Vehicles and equipment obtained under the Federal Excess Property Program (FEPP) will only be reimbursed for maintenance and operating costs. FEPP equipment costs shall be listed separately on any invoice submitted for reimbursement.

Portal to portal pay provisions will be acceptable when Cooperator personnel have been designated entitlement to portal to portal pay by their home agency.

Equipment is not included in portal to portal pay provisions. It is preferred that equipment be charged on a daily rate. Equipment paid on an hourly basis will be reimbursed for actual hours of work performed by the operator (per the approved OF-288 or SF-261). Mileage will be reimbursed where applicable. Operating expenses such as fuel for agency and rental equipment/vehicles may be reimbursed.

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.

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. Administrative Overhead Costs - Costs of agency personnel, support, and services not directly assigned or ordered by an incident. These include normal operating expenses such as basic utility costs, buildings and facilities, and rent. These costs are usually agency-specific, unless addressed in master or cost share agreements.
- c. Claims Costs - Responsibility for tort claims or extraordinary settlement costs will be addressed through a separate agreement between agencies if necessary.
- d. Move Up and Cover Costs - Includes additional costs over and above base salary of “backfilling” agency personnel to meet agency-specific staffing requirements.
- e. Post-Incident Rehabilitation Costs - Costs incurred to rehabilitate burned lands, such as seeding, check dam construction, and archaeological mitigation.

- f. **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.

Final Cost Determination: Costs will be determined by using agency financial records (actual expenses).

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 (WFFP). If the District/Department is covered under a WFFP agreement with Nevada Division of Forestry (NDF) and the incident falls under that agreement, NDF will be a signatory Party on 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 this plan to make a profit from assisting the other, but rather, developing a method of recovering legitimate expenses. Every effort will be made by the Parties to minimize costs.

1. **Within Mutual Aid Period:** No billing will occur for expenses with the mutual aid period except for the resources identified as reimbursable assistance.
2. **Mutual aid resources working beyond Mutual Aid Period:** The Supporting Agency will bill the Protecting Agency for actual costs incurred for assistance provided and identified as reimbursable. Resources exceeding the mutual aid period will be billed retroactively for the full period from the time of initial dispatch.
3. **Non-Mutual Aid Resources:** Those resources not defined as mutual aid shall be considered reimbursable assistance and billed for the full period from the time of initial dispatch. Contracted resources (such as engines) are not considered mutual aid resources.
4. **Incident Billing Documentation:** All resources should receive an OF-288, Incident 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. OF-288s will be used by the Cooperator to prepare a billing invoice based on contractual and rate considerations for each employee and equipment assigned to the incident. (Note: On smaller local incidents, an SF-261, Crew Time Report, signed by an incident supervisor may be approved at the incident in lieu of an OF-288.)

OF-286, Emergency Equipment Use Invoice, shall not be completed by the incident agency for Cooperator vehicles (including rental vehicles), nor should any type of equipment invoice be

submitted to the Protecting Agency payment center on behalf of the Cooperator. Supporting Agencies will bill the Protecting Agency for equipment use based on work time recorded on the OF-288 using the agreed upon billing guidelines.

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

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 Rehabilitation (BAR) beyond suppression damage rehab
- d. False Alarms with the exception of handcrews and aircraft and their associated supporting costs
- e. Administrative Surcharge/Indirect Charges/Overhead Charges

Billable and Shareable: Associated Costs Not on Resources Orders – There are associated costs that State, Cooperator, and federal agencies incur in providing resources to an incident. Personnel, equipment, supplies, or services provided by a supporting agency and essential to filling incident needs, shall be considered as reimbursable assistance. 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 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 enroute 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. 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.

5. 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 timeframes 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.

BLM Billings:

Submit bills to the Cooperator whenever the Cooperator is the protecting agency and billing is appropriate. If the Cooperator 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

Cooperator Billings:

Submit bills to the BLM for any fires that fall within the parameters of this Agreement to:

- a. DOI Jurisdictional Fires (In and Out of State): All billings for both in-state and out-of-state DOI jurisdictional fires will be billed to the BLM District Office.

United States Department of the Interior
Bureau of Land Management
Southern Nevada District Office
Attention: Fire Management Officer
4701 N. Torrey Pines Dr.
Las Vegas, NV 89130

- b. FS Jurisdictional Fires (Out of State): Submit all billings for out of state FS fires to the BLM District Office.
- c. FS Jurisdictional Fires (In State): If the Cooperator has an existing local agreement with the FS and the fire falls within that agreement, follow the billing instructions set forth in that agreement. If the In State fire is not covered by a local agreement with the FS, bill the BLM District Office.
- d. State Fires (Out of State): Submit all billings for state fires outside the state of Nevada to the

BLM District Office.

6. **Billing Content:** A separate bill will be submitted for each fire. Bills will be identified by fire name, location, jurisdictional unit, and appropriate order number, and will be supported by adequate documentation and broken down by categories (if required by a cost share agreement). Billings for fire suppression assistance will not include administrative overhead or other costs not supported by a resource order or other supporting documentation.

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 agreement number.
- Invoice date.
- Invoice number, if applicable.
- Incident name, incident number, and Firecode or charge code.
- Dates of the incident covered by the billing.
- Summary agency 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 and signed cost share split form (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.

Generally, cost source documents, including but not limited to, OF-288 Emergency Firefighter Time Reports, and SF-261 Crew Time Reports, will not be required with the billing content unless summary cost data is disputed.

Payment Due Dates: All bills will have a payment due date 90 days after date of issuance.

This OP is valid until replaced.

EMERGENCY CONTACT PERSONNEL

Mount Charleston Fire Protection District

Name	Title	Office	Cell	Fax
Jorge Gonzalez	Fire Chief		702-305-4010	

Las Vegas Interagency Communication Center

Name	Title	Office	Cell	Fax
Gary Moberly	Center Manager	702-515-5305	702-358-1065	
Elgien Lim	Asst Center Mngr	702-515-5306		

Southern Nevada District

Name	Title	Office	Cell	Fax
Tyler Hecht	Fire Management Officer	702-515-5131	702-715-6224	
Eric Ellison	Asst Fire Mgmt Officer	702-515-5135	702-274-9474	
Angelita Bullets	District Manager	702-515-5220	702-469-5754	

COMMUNICATION

Channel	Transmit	TX: Tone	Receive	RX: Tone	Channel	Transmit	TX: Tone	Receive	RX: Tone
BLM Local	173.7625	114.8	173.7625	114.8	NDF Main	158.895		158.895	
BLM Christmas Tree Repeater	164.4750	151.4	173.7625	114.8	NDF Red	159.345		159.345	
BLM Hayford Repeater	164.4750	110.9	173.7625	114.8	National Flight Following	168.650	110.9	168.650	110.9
BLM West Mountain Repeater	164.4750	156.7	173.7625	114.8	Air Guard (Contact/Safety)	168.625	110.9	168.625	
BLM Potosi Repeater	164.4750	136.5	173.7625	114.8	Air to Air (Primary Las Vegas)	123.675		123.675	
BLM Red Rock Repeater	166.2375	114.8	172.525	114.8	Air to Air (Secondary Las Vegas)	120.525		120.525	
BLM Scene of Action (SOA)	171.6750	114.8	171.675	114.8	Air to Ground (Primary Las Vegas) AG 23	166.7625		166.7625	
BLM Split Ridge Repeater	164.4750	167.9	173.0500	114.8	Air to Ground (Secondary Las Vegas) AG 08	166.875		166.875	
BLM Virgin Peak Repeater	164.4750	123.0	173.7625	114.8	SEAT Buses (Mesquite & Iron)	123.975		123.975	
BLM Wilson Repeater	164.4750	146.2	173.7625	114.8	Battle Mountain (Air to Air)	126.075		126.075	
USFS Mt. Charleston Repeater	170.4750	156.7	169.8750	110.9	Elko (Air to Air)	119.175		119.175	
USFS Potosi Repeater	170.4750	123.0	169.8750	110.9	Ely (Air to Air)	128.425		128.425	
USFS Angel Repeater	170.4750	146.2	169.8750	110.9	Sierra Front (Air to Air)	120.975		120.975	
USFS Crow Net	169.9750		169.9750		Winnemucca (Air to Air)	127.225		127.225	
USFS TEMP REPEATER (Portable)	170.4750	136.5	169.8750	110.9					
USFS SOA	168.7750		168.7750		* Extra Air to Air Frequencies must be ordered through GBCC				

SAMPLE FIRE REPORT

FINAL FIRE INFORMATION

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

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

CAUSE (Circle One):

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

***Reimbursable?** ☐ Yes ☐ No

***ACRES BURNED BY OWNERSHIP:**

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

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

Point of Origin Latitude and Longitude in NAD 83

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

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

***IA RESOURCES DISPATCHED:**

CONTAINMENT:	Date: _____	Time: _____	Acres: _____
CONTROL:	Date: _____	Time: _____	Acres: _____
OUT:	Date: _____	Time: _____	Acres: _____

TOPOGRAPHY (Point of Origin):

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

ASPECT (Point of Origin):

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

SLOPE (Point of Origin):

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

ELEVATION (Point of Origin):

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

PREDOMINANT FUEL MODEL (Circle one):

- | | | |
|----------|----------|-------------|
| 1) Grass | 5) Brush | 9) Hardwood |
|----------|----------|-------------|

2) Timber w/ Grass Understory 8) Pinion/Juniper (PJ)/Timber 12) Logging Slash
(Aspen/Poplar)

Wildland ☐ Wildland/Urban Interface ☐ Structures Burned or Destroyed: _____
Did the fire intersect a fuels treatment? YES ☐ NO ☐ MAYBE ☐

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

IC PRINTED NAME:

SIGNATURE:

DATE:

AUTHORIZED BY:

DATE:

FIRE REPORT NARRATIVE:

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

EXHIBIT C – 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 _____

9. 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		

11. Suppression action will be subject to the following special conditions and land management

12. 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 D - Fire Supplemental Project Agreement

BLM Supplemental Project Agreement No. (a) _____

Cooperator Project Agreement No. (b) _____

SUPPLEMENTAL FIRE PROJECT AGREEMENT Between (c) MOUNT CHARLESTON FIRE PROTECTION DISTRICT

And (d) USDI, BUREAU OF LAND MANAGEMENT SOUTHERN NEVADA DISTRICT

This Supplemental Fire Project Agreement (Agreement) is hereby made and entered into by and between (e) _____, hereinafter referred to as "the Cooperator," and (f) _____, hereinafter referred to as the Federal Agency under the Reciprocal Fire Protection Act of May 27, 1955, (69 Stat. 66; 42 U.S.C. 1856a) and under the provisions of the Master Cooperative Wildland Fire Management and Stafford Act Response Agreement No. (g) _____, executed between the Parties.

Project Title: (h) _____

I. BACKGROUND:

As referenced above, the Parties (directly or through their respective agencies) entered into a Master Cooperative Wildland Fire Management and Stafford Act Response Agreement (Master Agreement). The Master Agreement allows for 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, public affairs, and other beneficial efforts in support of interagency fire management.

II. PURPOSE:

The purpose of this Agreement is to document the Parties' contributions and cooperation regarding (i) _____. This project is further described in the hereby incorporated Financial and Project Plan, attached as Exhibit (j) _____.

III. THE COOPERATOR SHALL:

- A. Perform in accordance with the terms of this Agreement and with the Financial and Project Plan, Exhibit (j) _____.
- B. Bill the BLM 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 BLM for actual costs incurred, not to exceed (l)\$ _____, as agreed to in the attached Financial Plan.

IV. THE BLM SHALL:

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

- B. PAYMENT/REIMBURSEMENT. The BLM shall reimburse the Cooperator for the BLM's share of actual expenses incurred, not to exceed (k)\$, as shown in the attached Financial Plan. The BLM 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 Agreement's expiration date.

Each invoice must include, at a minimum:

- 1) Cooperator's complete legal name, address, and telephone number
- 2) BLM 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:

Southern Nevada District
ATTN: Tyler Hecht
4701 N. Torrey Pines Drive
Las Vegas, NV, 89130

FAX: 877-687-4894

Send a copy to: (n)

- C. REIMBURSABLE BILLING. The BLM 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 BLM expenditures. Overhead is assessed at the rate of (o) percent. Billings must be sent to: (p)

The BLM 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 BLM by the date specified on the bill, the BLM 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. Forest Service accounting system for work performed. Bills for Collection reflect an aggregate amount for the billing period. 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. 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: Jorge Gonzalez, Fire Chief Address: 4650 Kyle Canyon Rd. City, State, Zip: Las Vegas, NV 89124 Telephone: 702-305-4010 FAX: Email: Jorge.gonzalez@clarkcounty.gov	Name: Chris Wardlaw Address: 500 S Grand Central Parkway City, State, Zip: Las Vegas, NV 89155 Telephone: 702-455-3261 FAX: Email: ezagalo@clarkcountynv.gov

(v)Principal BLM Contacts:

BLM Fire Program Contact	BLM Program - Incident Business - Contact
Name: Tyler Hecht Address: 4701 N. Torrey Pines Dr. City, State, Zip: Las Vegas, NV 89130 Telephone: 702-515-5131 FAX: Email: thecht@blm.gov	Name: Katerina Flowers Address: 4701 N. Torrey Pines Dr. City, State, Zip: Las Vegas, NV 89130 Telephone: 702-515-5188 FAX: Email: kflowers@blm.gov

- 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 Agreement, and to any agreed upon revision thereof. Revisions to the Burn Plan that do not materially affect the purpose and/or terms of the Agreement, but rather only revises the implementation of the project, do not require a modification to this Agreement. The Burn Plan, and any revision thereof, is incorporated by reference into this Agreement 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 Agreement and the referenced Cooperative Fire Protection Agreement, the Cooperative Fire Protection Agreement shall take precedence.
- E. (y) PURCHASE OF ASSETS. Any assets (such as equipment, property, or improvements) purchased by the BLM with the Cooperator's contributions shall become the property of the BLM, unless otherwise documented via separate authority and instrument.
- F. (z)PROPERTY IMPROVEMENTS. Improvements placed on federal land at the direction, or with the approval of, the BLM, becomes property of the United States. These improvements are subject to the same regulations and administration of the BLM as would other agency improvements. No part of this Agreement entitles the Cooperator to any interest in the improvements, other than the right to use them under applicable BLM Regulations.
- G. PARTICIPATION IN SIMILAR ACTIVITIES. This Agreement in no way restricts the Parties from participating in similar activities with other public or private agencies, organizations, and individuals.

- H. ENDORSEMENT. Either Party's contributions made under this Agreement do not by direct reference or implication convey endorsement of each other's products or activities.
- I. 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.
- J. MODIFICATION. 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 (aa) _____ days prior to implementation of the requested change. No Party is obligated to fund any changes not properly approved in advance.
- K. TERMINATION. Either Party, in writing, may terminate this Agreement 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 Agreement 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.
- L. COMMENCEMENT/EXPIRATION DATE. This Agreement 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 Agreement 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.
- M. 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 Agreement.

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

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

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

(ll) INSERT NAME, Insert Title of Procurement _____ Date
Official
Bureau of Land Management

INSTRUCTIONS for Exhibit D - Supplemental Fire 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 BLM directives or regulations (for example, occupancy/improvements for shared space or joint publications).

- (a) BLM Project Agreement No.
- (b) Cooperator Project Agreement No. Insert Cooperator project agreement number, if applicable.
- (c) Insert name of Cooperator.
- (d) Insert name of BLM Unit.
- (e) Insert Cooperator name as cited above.
- (f) Insert BLM name as cited above.
- (g) Insert corresponding BLM 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 BLM is not obligating funds for reimbursement to the Cooperator, then delete this provision.
- (l) Insert amount. If the BLM 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 BLM 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) Delete this provision if Agreement is with non-FS federal partner.
- (r) Insert special billing requirements here, such as whether the billing requirements are either with each bill, upon project completion, or annually.
- (s) Delete this provision if Agreement is with non-FS federal partner.
- (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.
- (y) If the BLM 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 and title of BLM Signatory Official.
- (ii) Insert BLM signatory official's positional title.
- (jj) Insert BLM Unit.
- (kk) Insert date of signature.
- (ll) Insert BLM Procurement Official's name and title.

EXHIBIT E. Use and Reimbursement for Shared Resources in Stafford Act Response Actions

1. Stafford Act Declarations: Transfers performed for this Agreement are under the Disaster Relief Act, 42 U.S.C. § 5147. This Agreement is automatically incorporated by reference into any Resource Order that is issued under it, constituting a binding obligation. The billings, inclusive of copies of this Agreement, the Mission Assignment and subsequent Resource Order(s), and expenditure documentation, will define the specific services, supplied goods and costs (by sub-object class code) for each order, and subsequent obligation and payment.

Reimbursement payments for Stafford Act Response activities will be accomplished by submission of billings to the ESF primary agency (i.e., the agency which issued the Mission Assignment or sub-tasking). The ESF primary agency will review, approve the documentation, and return to the sub-tasked agency with referencing documentation to process the billing. Each sub-tasked agency is responsible for submitting its own billing documentation to the ESF primary agency for reimbursement.

2. Federal Reimbursable Assistance: Federal Reimbursable Assistance resources must be requested by the ESF primary agency or supplied through established dispatch systems and must be recorded by the Mission Assignment and subsequent Resource Order process. Resources not documented in this manner are not reimbursable. Funds to cover eligible expenses will be provided through and limited by the amount of reimbursement approved and provided from FEMA. Expenditures eligible for reimbursement for Federal Agencies in accordance with 44 CFR 206, subpart A, section 206.8 paragraph c include:

- A. Overtime, travel and per diem of permanent Federal Agency personnel.
- B. Wages, travel and per diem of temporary Federal Agency personnel assigned solely to performance of services directed by the (FEMA) Associate Administrator or the (FEMA) Regional Administrator in the emergency or major disaster.
- C. Cost of work, services, and materials procured under contract for the purposes of providing assistance directed by the (FEMA) Associate Administrator or the Regional Administrator.
- D. Cost of materials, equipment, and supplies (including transportation, repair and maintenance) from regular stocks used in providing directed assistance.
- E. All costs incurred which are paid from trust, revolving, or other funds and whose reimbursement is required by law.
- F. Other costs submitted by an agency with written justification or otherwise agreed to in writing by the (FEMA) Associate Administrator or the (FEMA) Regional Administrator and the agency.

3. State/Tribe Reimbursement Process: State/Tribe Reimbursement refers to those resources that are to be reimbursed by the ESF primary agency. State/Tribe Reimbursement resources must be requested by the ESF primary agency or supplied through established dispatch systems and must be recorded by the Mission Assignment and subsequent Resource Order process. Resources not documented in this manner are not reimbursable. Funds to cover eligible expenses will be provided through and limited by reimbursement from FEMA. Expenditures eligible for reimbursement include:

- A. Wages, overtime, travel and per diem of State/Tribal personnel.
- B. Wages, travel and per diem of temporary State/Tribal personnel assigned solely to performance of services directed by the (FEMA) Associate Administrator or the (FEMA) Regional Administrator in the major disaster.
- C. Cost of work, services, and materials procured under contract for the purposes of providing assistance directed by the (FEMA) Associate Administrator or the Regional Administrator.
- D. Cost of materials, equipment, and supplies (including transportation, repair and maintenance) from regular stocks used in providing directed assistance.

- E. All costs incurred which are paid from trust, revolving, or other funds and whose reimbursement is required by law.
- F. Other costs submitted by an agency with written justification or otherwise agreed to in writing by the (FEMA) Associate Administrator or the (FEMA) Regional Administrator and the agency.

Note: In order to meet FEMA's policies regarding mission assignments and timely billing, all State and local resources dispatched to a FEMA incident under a valid cooperative/interagency agreement with a state, local agency or a tribe must submit invoices for reimbursement to the appropriate Federal Agency no later than 90 days after demobilization of the incident. Any invoices not submitted within this timeframe are subject to non-payment. Extensions beyond 90 days for invoice submittal must be presented in writing to the reimbursing agency. Operating Plans will include contact information for written requests for extensions. Absent a written extension of time granted by the reimbursing agency, the final itemized bill must be submitted to the reimbursing agency within 90 days of the demobilization of the incident.

4. Duration of Assignments: Consideration must be given to the health and safety of personnel when assigned to incidents. Parties agree that Incident Commanders will release resources to their primary responsibilities as soon as priorities allow. Incident Commanders shall also adhere to rest and rotation policies of respective responding agencies. Mobilization activities shall be accomplished utilizing established dispatch coordination concepts per the current National Interagency Mobilization Guide.

5. Procurement: The State of Nevada derives its procurement authority from its inherent powers and its own laws and is therefore not subject to federal procurement laws. Whenever the State is responsible for the management of an incident (including an incident within the Direct Protection Area of a Federal Agency), the State will comply with State laws and regulations covering procurement. Procurement costs by one Party in support of another that are reasonable and prudent may be charged back to the Protecting Agency. All property procured under a Mission Assignment becomes the property of FEMA.

6. Loaned Equipment: Equipment loaned by one Party to another shall become the responsibility of the borrower and shall be returned in the same condition as when received, reasonable wear and tear excepted. The borrower will repair or reimburse for damages in excess of normal wear and tear and will replace or reimburse items lost or destroyed.

7. Billing Procedures

A. Incident Billings:

All bills for federal agency Mission Assignments shall be billed to the BLM address listed below.

- B. Agencies will share their respective individual incident Resource Order numbers for cross referencing purposes, if requested.
- C. Billing Estimates/Timeframes: On incidents where costs are incurred pursuant to Operating Plans, the billing Party shall submit a bill or estimate for reimbursement as soon as possible, but not later than 90 days after return from the incident.
- D. Extensions beyond 90 days for invoice submittal must be presented in writing to the reimbursing agency.
- E. Billing Content: Bills will be identified by incident name, date, MA, location, jurisdictional unit, and supported by documentation to include but not limited to: separate invoice by MA; list of personnel expenses including base, overtime, and travel; and supplies/services procured by vendor name and dollar amount.

8. Billing Addresses:

All bills for services provided to the State or Federal Mission Assignments will be mailed to the following address for payment:

Nevada Division of Forestry
2478 Fairview Drive
Carson City, NV 89701
Contact: Thelesa Montoya-Neves, 775-684-2516, tmneves@forestry.nv.gov
Submit all invoices electronically to: ndffirebilling@forestry.nv.gov

9. Payment Due Dates: All bills will have a payment due date 30 days after the date of issuance. If payment cannot be made before the 60 days expire, then a 30-day extension, with oral or written justification, may be requested.

10. Disputed Billings: Written notice that a bill is contested will be mailed to the billing agency within 30 days of issuance of the final bill and will fully explain the area of dispute. Contested items will be resolved not later than 60 days following receipt of written notice. The uncontested portion of the bill will be paid and a new bill will be issued for the contested amount.

11. Payments: Payments will refer to the bill number and incident name and will be sent to the appropriate billing address.

EXHIBIT F. Incident Time Instructions

NOTICE TO INCIDENT FINANCE PERSONNEL

BILLING DOCUMENTATION REQUIREMENTS FOR NEVADA COOPERATOR PERSONNEL/EQUIPMENT

The Mount Charleston Fire Protection District has an existing Agreement and Operating Plan with the Southern Nevada District (BLM). 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 original 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

Name: Jorge Gonzalez, Fire Chief

Address: 4650 Kyle Canyon Rd.

City, State, Zip: Las Vegas, NV 89124

Telephone: 702-305-4010

FAX:

Email: Jorge.gonzalez@clarkcounty.gov

BLM

Name: Tyler Hecht, Fire Management Officer

Address: 4701 N. Torrey Pines Dr.

City, State, Zip: Las Vegas, NV 89130

Telephone: 702-515-5131

FAX:

Email: thecht@blm.gov