

- 1
- 2 • Commercial business
- 3 • Principal residence (year-round homes)
- 4 • Non-principal residence (seasonal homes, cabins, etc.)
- 5 • Out-buildings (barns, unattached garages, utility buildings, etc.)
- 6 • Potential to adversely impact cultural and natural resource values
- 7 • Probability of meeting incident objectives

8 Specific priorities will be based upon the individual Fire Management Plans which will be formulated in an
9 interagency manner whenever and wherever possible.

10 **Cooperation:**

11 Within Local Annual Operating Plans (LAOP's) a Supporting Agency will, voluntarily or upon request,
12 take initial attack action in support of the Protecting Agency. Voluntary actions by a Supporting Agency
13 will not be reimbursable.

14
15 **The mutual aid period is defined as: initial dispatch of an incident through hour 24 from time of**
16 **initial dispatch.**

17
18 Resources exceeding the mutual aid period will be billed retroactively for the full period from the time of
19 initial dispatch. Resources not exceeding the mutual aid period even if the fire exceeds the mutual aid
20 period will not be reimbursed. If an incident is less than 24 hours and/or controlled within the 24 hour time
21 period no billing will occur, with the exception of those resources defined as assistance by hire in Section
22 G. Assistance by Hire and Resource Order Process.

23
24 It is understood that the mission and intent of all Agencies is to quickly suppress wildland fires regardless
25 of jurisdiction where identified in a fire management plan. It is considered mutually beneficial to all
26 Agencies to jointly take action as necessary to safely and effectively contain wildland fires. The Agencies
27 agree to enter into a cost share agreement and order and utilize resources as appropriate based upon the
28 anticipated impact of any Agency.

29 **Protection Areas and Boundaries:**

30 **Direct Protection Areas (DPA)**

31 For the purposes of this SAOP only State and Federally Protected lands are considered. Those lands
32 protected by other agencies and/or departments are considered Local Responsibility Areas (LRA's) and
33 are not covered by this agreement and SAOP. Those local cooperative agreements and operating plans
34 will be completed at the local unit level by the respective parties depending on the adjoining
35 jurisdiction. Direct Protection Areas (DPA) includes those lands which are managed by each individual
36 agency. In some instances an agency may have a DPA that is of another jurisdiction. The USFS has
37 offset protection with California Department of Forestry for lands located in Alpine and Sierra
38 Counties.

39 **Nevada Division of Forestry**

40 State Responsibility Areas include wildland and structure responsibilities in Elko,
41 Eureka, and the Mt. Charleston Fire District in Clark County and wildland
42 responsibilities in Storey, and the Consolidated Municipality of Carson City (Carson City
43 only until June 30,2012). For those counties a local annual operating plan will define
44 procedures with local and volunteer fire departments.

46 **US Forest Service:**

1 Federal Direct Protection Areas for the US Forest Service include all National Forest
2 Systems Lands located in Nevada and parts of California on the Bridgeport and Carson
3 Ranger Districts and the Lake Tahoe Basin Management Unit. The US Forest Service
4 also has direct suppression responsibilities for private lands located in Mono, Alpine and
5 El Dorado Counties, Cal Fire – Amador El Dorado Unit and parts of Sierra, Lassen,
6 Placer and Nevada Counties, Cal Fire – Nevada Yuba Placer Unit under the sub-
7 geographic annual operating plan tiered to the California Master Cooperative Wildland
8 Fire Management and Stafford Act Response Agreement (FS #08-FI-11052012-110).

9 **Bureau of Land Management**

10 Federal Direct Protection Areas for the BLM include Bureau of Land Management
11 administered lands in Nevada, BIA/Tribal Trust Lands in Nevada, a portion of BLM
12 located in Alpine and Lassen Counties in California and.

13 **National Park Service**

14 The Federal Direction Protection Areas includes all lands administered by the National
15 Park Service in Nevada to include Great Basin National Park, portions of Death Valley
16 National Park, and Lake Mead National Recreation Area and portions of Mohave
17 County, AZ.

18 **Bureau of Indian Affairs**

19 Initial attack responsibilities are provided by BLM under a formal agreement. BIA will
20 assist with the Fire Decision documentation as needed for extended and/or large fires.
21 The Shoshone-Paiute Tribe is self determined and will provide all of their own fire
22 management.

23 **US Fish and Wildlife Service**

24 The Federal Direction Protection Areas include all lands administered by the U.S. Fish
25 and Wildlife Service within the state. Some areas will be protected under agreement and
26 will be identified in local annual operating plans.
27

28 **Reciprocal Fire Assistance:** As deemed appropriate, the Agencies may, by agreement, establish
29 reciprocal initial attack zones for lands of intermingled or adjoining protection responsibility. Such
30 agreement will be documented in local operating plans.
31

32 **Acquisition of Services:**

33 **A. Closest Forces**

34 All agencies agree to adopt the "Closest Forces" concept for initial attack. This philosophy
35 dictates that the closest available appropriate resource regardless of ownership shall be
36 utilized initially. The emphasis to get the closest appropriate resources to respond to initial
37 attack fires is in the best interest of all agencies. This concept of "Closest Forces" will also be
38 applied to ongoing incidents whenever there is a critical and immediate need for the
39 protection of life and property. Beyond initial attack, the "Closest Forces" concept is
40 modified and the respective agencies will request the most appropriate resource to aid in the
41 suppression of a wildfire.

42 **B. Payment Of Structure Protection**

43 Structure protection forces are defined as resources ordered by the Incident Commander
44 specifically for the purpose of directly protecting structures and/or suppressing structure fires.
45 Typically these resources are certified, trained, and equipped to suppress structure fires. When
46 structure resources are no longer needed on an incident they will be a priority for release.
47

1 For wildfires **within each** respective Agencies DPA, the financial responsibility for the
2 protection and suppression of structures remains with the Agency who has statutory
3 responsibility for structure suppression and protection.
4

5 For incidents **involving both** Agencies DPAs the cost share agreement should reflect the
6 DEPARTMENT'S structure protection/suppression responsibilities and financial obligation
7 within its jurisdiction.
8

9 **C. Non-Billable Items**

10 **The following items are NOT considered billable by the Agencies:**

- 11 1. Agency Overhead personnel performing agency specific duties and not assigned to the
12 incident
- 13 2. Non-expendable accountable property
- 14 3. Interest and indemnities payments
- 15 4. Agency specific Burned Area Emergency Rehabilitation (BAER) beyond suppression
16 damage rehab
- 17 5. False Alarms with the exception of aircraft and hand crews.
- 18 6. Dispatcher base pay

19
20 **D. Billable and Shareable**

21 **Indirect Costs Not On Resource Orders:**

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

32 Examples include but are not limited to:

- 33
- 34 • **Dispatcher:** limited to **dispatcher's overtime** performing dispatch activity in support of the
35 incident. Additional dispatchers beyond regular staffing for both initial attack and expanded
36 are billable.
- 37 • **Airbase personnel:** includes personnel working in support of the incident.
- 38 • **Warehouse personnel:** includes local and regional cache/service center personnel
39 performing activity in support of the incident.
- 40 • **Mobilization centers:** includes personnel performing activities within a mob center in
41 support of the incident. These mobilization centers are established by agencies to support the
42 incident.
- 43 • **Transportation cost:** includes personnel performing activities in support of the incident or
44 mobilization centers. This may also include salaries, mileage and lodging/per diem.
- 45 • **Temporary incident payment center activity:** includes personnel performing activities in
46 support of the incident, which may include salaries, travel expenses, supplies and temporary
47 facility rental.
- 48 • **Agency support cost covered under specific labor agreements:** includes cost of
49 lodging/per diem and related mileage to and from the incident.
- 50 • **Backfill:** backfill coverage for shift firefighters assigned to fire stations will be billable to

1 the incident. The overtime for the backfill will be billed to the incident and the regular time
2 for the person on the incident will not be billed.

- 3 • **Invoice Preparation:** includes charges by agency staff for the preparation of incident billing
4 documents/packages.
- 5 • **Correction Officers:** all time for correction officers will be fully reimbursable. Base pay
6 and overtime is reimbursable if there is no back fill. If Corrections back fills then only
7 overtime for correctional officer and backfill is reimbursable.
8

9 **Assistance by Hire and Resource Order Process:**

10 Hand crews and aviation resources are considered to be assistance by hire and will be billed for the full
11 period from the time of initial dispatch. For billing purposes, all resources subject to billing must be
12 documented (i.e. on a resource order, WildCAD) with exceptions noted in Reimbursable Billings and
13 Payments, Exhibit D.

14 **Aircraft Costs:**

15 All aviation resources will be considered assistance by hire as outlined in the Annual Operating Plan
16 Section 5.H. Billing will include availability, flight costs, landing fees, retardant, AMD charges, aircraft
17 support equipment charges, and per diem expenses when aircraft are held overnight. NDF aircraft charges
18 for flight time will be billed on appropriate agency flight documents (FS-122 or AMD-23). These
19 documents will be submitted to the specific agency and payment will occur for items documented on the
20 flight record. No additional billing by NDF will occur for flight record payments.
21

22 **Handcrews:**

23 Will always be assistance by hire and charged accordingly. NDF conservation crews will be billed at
24 minimum wage.
25

26 **Medical and First Aid Services:**

27 All agencies utilize various medical treatment and first aid programs on incidents. These costs, as well as
28 the Incident Medical Unit costs, are shareable and billable.

29 **Sonoma Kitchen:**

30 Sonoma Kitchens operated by the Nevada Division of Forestry are available for emergency assignments
31 through normal dispatch procedures and follow National Mobilization Guide rules for food catering. Food,
32 beverages and other meal supplies will be provided by the Division of Forestry based on orders (number of
33 meals required) supplied by the incident (or ordering Agency), or the actual number of meals served
34 (whichever is greater) and billed as a per meal cost. The Sonoma Kitchen mobilizes with an NDF
35 Conservation Camp Crew, Crew Truck and Support Trailer that are billed separately at previously
36 established rates.
37

38 **Vehicle Expenses:**

39 There are various types of rates for agency vehicles. These are: Daily Rates, Use Rates, Mileage Rates,
40 Hourly Rates, and FOR (Fixed Operating Rate) Rates. Any of these expenses may be legitimately charged
41 to incidents. Actual hours will be charged for vehicles that are reimbursed by the hour, there will be no
42 portal-to-portal or guaranteed hours for vehicle charges. Vehicles will only be charged a daily rate once
43 per day not once per incident.
44

45 These Daily/Use Rates are based on and intended to cover the costs of normal operation and normal wear
46 and tear such as tire repairs (not purchases unless destroyed at the incident), fuel, and oil/oil filter changes.
47 Oil and filter changes and tire replacements that are not within normal cycles are legitimate charges to
48 individual incidents, and are excluded in the historical calculation of Daily/Use and FOR Rates. (FEPP
49 equipment will be billed for actual costs)
50

51 Expenses charged to an incident, which are related to reasonable repair work needed to keep equipment
52 working on a going incident, will be shareable and billable outside of the mutual aid period. These

1 expenses may include labor and parts for contractors or Federal and State Cooperators. All expenses need
2 to be documented on a resource order and provided in the billing package.

3
4 Federal and State agency vehicles costs are generally figured "wet." If fuel, oil, etc. are provided to another
5 agency's "wet" vehicles, those charges are billable.

6
7 **Joint Projects and Project Plans:** Reference Exhibit I – Annual Operating Plan for Fuels Management.

8
9 **Fire Prevention Policies:** Whenever possible, prevention and education activities will be coordinated and
10 conducted on an interagency basis. The NFBOD will assure that fire prevention goals, objectives, and
11 activities are planned at local and state-wide levels. Specific fire prevention plans will be developed by
12 local interagency fire prevention committees. Agencies may pool resources and share costs of wildfire
13 prevention activities.

14
15 **Public Use Restrictions:** Implementation of restrictions and closures shall be coordinated with all
16 appropriate agencies. Agencies should follow the guidelines outlined in the Nevada Fire Restrictions Plan.
17 Fire restrictions will be coordinated and issued on a synchronized, interagency basis pursuant to the Nevada
18 Fire Restrictions Procedures Plan.

19
20 **Burning Permit Procedures:**

21 Burning permit procedures, where applicable, will be included in local annual operating plans.

22 **Prescribed Fire and Fuels Management:**

23 Signatories to this agreement will cooperate and collaborate in the development, prioritization, and
24 implementation of fuels and vegetative management projects. The goals are to coordinate a sound,
25 collaborative approach for reducing wildland fire risk to communities, and to restore and maintain land
26 health within fire-prone areas. Vegetative management projects must be in accordance with objectives
27 outlined in the National Fire Plan, Restoring Fire-Adapted Ecosystems on Federal Lands, the 10-Year
28 Comprehensive Strategy, the Healthy Forest Initiative, and the Healthy Forest Restoration Act.

29
30 The State and Federal Agencies agree to cooperate in the development and implementation of fuels
31 management projects.

32
33 Any party to this Agreement may provide assistance to another party as requested and agreed to for the
34 purposes of performing prescribed fire and other fuels management. Conditions of the assistance and
35 details related to reimbursement will be agreed to and documented in a separate agreement. (Reference Fire
36 Business Management, Clause 36, Section B, Billing for Non-Suppression Activities and Exhibit I).

37
38 Wildland fires resulting from escaped prescribed fires that were ignited by, managed at the direction of,
39 under the supervision of the agencies to this agreement shall be the responsibility of the jurisdictional
40 agency. Unless otherwise agreed all suppression costs are the responsible agency.

41
42 **Wildland Fire Management:**

43 The Wildland Fire Leadership Council (WFLC) approved modifications to the "Interagency Strategy for
44 the Implementation of Federal Wildland Fire Management Policy (2003)" on March 24, 2008. The
45 revisions allow the ability to manage a single wildland fire for one or more objectives and or strategies.
46 Reference Guidance for Implementation of Federal Wildland Fire Management Policy, dated February 13,
47 2009.

48
49 The new guidelines provide for managing individual wildfires providing all wildfire management decisions
50 are consistent with existing Land Management Plan or Resource Management Plan.

51
52 The Jurisdictional Agency will be responsible for funding wildland fire and the preparation of the WFDSS.
53 Billing for assistance between federal agencies will follow guidance set in the Cooperative Wildland Fire
54 Protection agreement using the same criteria used in suppression fires.

1
2 The jurisdictional agency responsible for the fire will involve all neighboring jurisdictions in decisions to
3 manage a wildfire that could cross property where ecological restoration is the desired outcome; the
4 jurisdictional agency will assume responsibility for suppression costs unless agreed to otherwise in a cost
5 share agreement. In cases where there are multiple management objectives, a cost share agreement may be
6 negotiated on a case by case basis.

7
8 The following examples demonstrate how costs might be apportioned in different situations

9
10 Example 1: A wildland fire managed for multiple resource objectives with no strategy for full
11 suppression starts on a Federal jurisdiction, and escapes onto private lands under the protection
12 of the State. The State has the responsibility to respond to the fire on private lands. The
13 suppression costs will be billed to the Federal Agency, who is the jurisdictional agency.

14
15 Example 2: A prescribed fire burning on private industrial forest lands, (the State is the
16 protecting agency) escapes and spreads onto Federal Lands. The Federal agency suppressed the
17 fire on Federal lands, and incurs costs. The suppression costs will be billed to the appropriate
18 State.

19
20 Example 3: A wildland fire managed with multiple fire management strategies burns onto
21 multiple jurisdictions. The cost share will be negotiated by unit administrators. For example: If
22 Divisions A-C are being managed under full suppression, costs would be shared among
23 jurisdictional agencies. If Divisions D and E are managed for multiple resource objectives on
24 Federal lands and escape onto private land, costs would be billed to the appropriate Federal
25 Agency.

26
27 **Smoke Management:**

28 Smoke management activities will be coordinated with the Nevada Division of Environmental Protection.
29 An MOU has been issued that outlines the specifics of smoke management within Nevada. See Exhibit K.

30
31
32 **OPERATIONS**

33
34 **Fire Notifications:**

35 A supporting Agency will promptly notify the appropriate Protecting Agency of fires burning on or
36 threatening lands for which that Agency has protection responsibility. Likewise, Protecting Agencies will
37 promptly inform Jurisdictional Agencies whenever they take action on fires for which the Protecting
38 Agency is responsible. Fire reporting information will be sent to Jurisdictional Agencies no later than 10
39 days after the fire is declared out. This is particularly important during off season when action is taken on
40 one another's jurisdiction.

41
42 **Boundary Line Fires:**

43 Except for Mutual Aid all requests for fire suppression assistance in an agency's Direct Protection Area
44 (DPA) shall be Assistance by Hire. Any other resources provided by a supporting agency and not
45 specifically ordered by the protecting agency, shall be considered voluntary contribution.

46
47 **Unsolicited Action on Lands Protected by Another Agency:**

48 Except as otherwise limited in annual operating plans, nothing herein shall prohibit any Agency, on its own
49 initiative, from going upon lands known to be protected by another Agency to this Agreement to engage in
50 suppression of wildfires, when such fires are a threat to lands that are that Agency's protection
51 responsibility. In such instances, the Agency taking action will promptly notify the protecting Agency.
52 These Protecting Agencies' actions will be commensurate with the jurisdictional agencies land
53 management considerations, and be subject to the laws and regulations of the jurisdictional agency.

1 **Boundary Fires including Unified Command and Cost Sharing:**

2 Any and all requests for emergency assistance and incident support on cross boundary incidents must be
3 clear and precise and shall be processed and recorded through a single dispatching center identified by the
4 Incident Commanders of both Agencies (Unified Command) and supported by order and request numbers.

5 **Move-up and Cover:**

6 "Move-up and Cover" is the reallocation of fire suppression resources from their established location to a
7 temporary location. For this agreement, "Move-up and Cover" is limited to moving SUPPORTING
8 AGENCY resources to PROTECTING AGENCY facilities which have been temporarily vacated because
9 of emergency activity. Assistance by Hire will apply unless the fire is located in an area of predetermined
10 aid (as agreed to in this Agreement).
11

12 **Dispatch of Resources:**

13 All resources dispatched to incidents will be in the roster prescribed in ROSS i.e. individuals assigned A, C
14 and E resource order numbers with the exception of IX (a) Billing Procedures Part A. All Resource Orders
15 will be reconciled no later than 10 days after the incident is declared out.

16 **Rates For Federal Excess Personal Property Program – FEPP:**

17 Under the FEPP program, FEPP rates apply when federal property is loaned to the State Forester, who may
18 place it with local fire departments to improve local fire programs. If this loaned federal property is used
19 on a FEDERAL incident, the STATE will only charge the FEDERAL AGENCY for operating costs that
20 include maintenance, fuel, and oil. Charges may not include amortization, depreciation, replacement costs,
21 modification, start-up costs, or related charges.

22 **Repair of Suppression Activity Damage:**

23 Repair of suppression related activity damage (e.g., spreading of dozer berms, installations of water bars,
24 minor road repairs, minor fence repair, dozer line seeding, etc.) will normally be done by the PARTY with
25 direct protection responsibility for the fire as an integral part of overhaul/mop-up and is billable and
26 included in the cost share agreements. Any rehabilitation beyond this level may be the responsibility of the
27 landowner/jurisdictional agency.

28 **After Action Reviews:**

29 In an effort to exchange information and provide an opportunity for "Lessons Learned" all agencies agree
30 to invite all parties involved in a multi-jurisdictional, multi-agency response for information after action
31 review of the incident. All agencies agree to review processes that worked well that should be reinforced
32 and those processes that need improvement.

33 **Supplemental Fire Department Resources:**

34 There are situations when additional support personnel are necessary for national mobilization and the need
35 can be filled by supplemental personnel available to the fire district. When this situation arises resources
36 will be mobilized and paid via the process outlined in Exhibit L.

37 **Preparedness Reviews:**

38 The Nevada Interagency Fire Operations Committee should work with each respective agency to jointly
39 conduct and implement interagency fire preparedness reviews.

40 **Public Information:**

41 Where appropriate all fire information press releases will be coordinated with all interagency partners.

42 **Incident Business Advisor:**

43 For all Type 1 and Type 2 incidents, involved agencies will be represented by an Incident Business
44 Advisor. This representative will ensure individual agency's financial obligations are within agency

1 policies and authorities.
2

3 **Land Management Considerations:**

4 Throughout Nevada individual agencies have specified areas of special consideration for suppression
5 actions, these are based on invasive species mainly cheatgrass, threatened and endangered species namely
6 Sage Grouse and Desert Tortoise habitat, and areas that will allow the full range of objectives to be utilized.
7 Local dispatch centers and individual agency Fire Management Plans outline the specifics for Nevada.
8

9 **Delegation of Authority:**

10 Agencies will adhere to the standards for Delegations of Authority outlined in the Interagency Standards
11 for Fire and Fire Aviation Operations (Red Book)
12

13 **Resource Advisors:**

14 Resource Advisors will be utilized on incidents whenever possible. If incidents are multiple jurisdictional,
15 Resource Advisor(s) may represent other agencies interests in addition to the employing agency. This will
16 require close coordination with the agencies affected.
17
18
19

1
2 **USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES**
3

4 **Training:**

5 Nevada training needs will be assessed and identified by the agencies to the Nevada Training Committee,
6 who will coordinate course with the Great Basin Training Unit. Individual agencies may present training
7 courses based upon need and will allow these courses to be open to any agency party to this agreement.
8 Agencies will cover travel and salary for their employees attending courses.
9

10 Nevada agencies will continue to coordinate a statewide "Rookie School" through the Nevada Training
11 Committee.
12

13 **Use of Trainees:**

14 Nevada IMT's are not limited to the total number of trainees they have assigned but they can only staff
15 with a maximum of a 1:1 ratio of Qualified Position/Trainee (example: If you have two qualified OSC2's,
16 the maximum number of OSC2(T) you can staff is two.) Incident Commanders may negotiate additional
17 positions with Agency Administrators. All trainees assigned to the incident will be paid by each respective
18 Agency and will not be considered part of the mutual aid and/or cost share agreement unless specifically
19 ordered by the incident.
20

21 **Communication Systems:**

22 All agencies party to this agreement, agree to share FM frequencies and Air to Air frequencies for initial
23 attack and Type 3 incidents. All other incidents will utilize national radio cache frequencies. All parties will
24 maintain their individual agencies radio systems. Opportunities for efficiencies on radio maintenance will
25 be explored on a local basis.
26

27 **Fire Weather Systems:**

28 All agencies party to this agreement, agree to maintain their individual agency Remote Automated Weather
29 Stations and allow access to weather data through the national systems. Western Great Basin will maintain
30 data links from the Predictive Services webpage and will be the focal point for all weather and predictive
31 services tools for Nevada.
32
33

34 **Aviation Operations:**

35 Parties agree to conduct aviation operations following the interagency guidelines outlined in the Forest
36 Service and Department of Interior, Aviation Management Directorate manuals and handbooks. Aviation
37 operations will be closely coordinated on all incidents in the most efficient and effective manner possible.
38

39 All aviation resources ordered will be considered assistance for hire. Response to false alarms or resources
40 cancelled en route will be billable.
41

42 Billings for National Guard aircraft must have a completed FS-122 or AMD-23 signed by an authorized
43 government employee. A copy of the Nevada National Guard AOP is available for reference from NDF
44

45 **Billing Procedures/Financial Plan:** Reference Exhibit D – Reimbursable Billings and Payments. Exhibit
46 D must be updated annually in conjunction with this Annual Operating Plan.
47

48 **Suppression Billings:** Reference Exhibit D
49
50

51 **Third Party Cost Recovery:** In responding to and suppressing a wildland fire, the agency that has the
52 land management jurisdiction/administration role (i.e., the agency that administers the lands where the fire
53 ignited) is considered the "lead" agency. Other agencies, which provide fire protection or perform other
54 fire related services, are considered "cooperating agencies." The lead agency is responsible for

1 determining the fire origin and cause of ignition and the suspected person who or entity that negligently or
2 intentionally ignited the fire. The cooperating agency law enforcement and/or fire investigation personnel
3 will assist the lead agency in making those assessments. Consequently, at the outset of the investigation,
4 the lead agency must invite federal enforcement personnel or other appropriate fire investigation personnel
5 to work jointly with the lead agency to determine the fire cause and origin and determine whether the fire
6 was human and negligently caused. Should the lead agency choose not to investigate, and/or the fire
7 originates on private lands, the lead agency must invite federal law enforcement officers to investigate the
8 fire.
9

10 For all fire trespass matters, cooperating agencies will provide cost figures and cost documentation to the
11 lead agency. Such costs include fire suppression, natural resource damages, emergency stabilization, and
12 rehabilitation. Cooperating agencies will provide an estimate of these costs to the lead agency within 120
13 days of the fire being declared out. As final costs are determined, this information also will be provided to
14 the lead agency.
15

16 EXHIBIT D

17 REIMBURSEABLE BILLINGS AND PAYMENTS

18 A) Suppression Billings

- 19
20
21
22
23
24 1. **Federal Billings:** Federal Agencies will not bill each other for fire suppression support.
25 Federal Agencies will submit bills for their reimbursable costs to NDF whenever NDF is the
26 protecting Agency and a billing is appropriate.
27
28 2. **State Billings:** The NDF will bill the protecting Agency for reimbursable costs when a
29 billing is appropriate. Anytime the State responds to a Federal Agency fire outside of
30 Nevada, the State will bill all applicable costs to the appropriate Federal Agency. Annual
31 Operating Plans will include billing contact and location information. Agencies will follow
32 national direction for incident billings.
33

34 Billings between the entities party to this agreement will contain documentation produced by
35 each Agency's accounting system. Backup and supporting documentation will be included
36 in the billing to the extent necessary to meet the initial billing package sent to the cooperator.
37

38 Billings between the entities contained within this agreement will meet the principles and
39 concepts of Generally Accepted Accounting Principles (GAAP) including "The Reliability
40 (or Objectivity) Principle" which mandates "reliable data as being verifiable that may be
41 confirmed by an independent observer."
42

- 43 3. **Cost Share Billings:** Lead agency for cost share negotiation is determined by the selected
44 methodology for cost sharing, i.e. largest percentage of acres burned. Lead agency will be
45 the focus agency for all documentation of that incident. The lead agency will schedule a
46 meeting with the other signatories and supporting agencies for a cost share settlement. This
47 meeting will occur prior to billing. All parties will bring their total known costs and backup
48 documentation sufficient to tie the expenditures to the incident to the meeting. The
49 combined federal costs as supported by the necessary backup will be the figure used to
50 determine percentage for adjudicating fiscal responsibility in the billings between the federal
51 agencies and NDF. Contested items will be resolved by the signature parties or if consensus
52 cannot be reached, these costs will be elevated to the next higher level of management for
53 resolution.
54

1 Cost share settlements should occur prior to any civil litigation being taken. In those
2 situations where all cooperating agencies who are party to the cost share agreement have
3 collected civil cost recovery or court ordered restitution prior to settlement, those collections
4 will be deducted from those agency costs brought to the settlement. Actions that do not fit
5 given above situation or those addressed in the Cooperative Fire Protection Agreement will
6 be referred to the Nevada Fire Business Working Group (NFBWG). See **Exhibit F** for a cost
7 share agreement template.
8

9 Cost share agreements will be completed and distributed **within 10 days** of the incident
10 being declared out.
11

12 **4. Billing Estimates and Time Frames:**
13

14 On fires where costs are incurred pursuant to the terms of this agreement, the Billing Agency
15 shall submit an estimate for reimbursement as soon as possible, but no later than 180 days
16 after the fire is declared out. If the total cost is not known at the time of the initial billing, a
17 partial bill or estimated bill, so identified, may be submitted. In those instances where a
18 written extension of time granted by the reimbursing agency because of circumstances
19 outside the control of the invoicing agency, the final itemized claim must be submitted to the
20 reimbursing agency within 270 days of the suppression action.
21

22
23
24 The Incident Business representatives from each of the agencies that will issue a bill related
25 to the cost share will meet no later than 180 days after the incident is declared to be out to
26 gather and adjudicate costs, validate required backup documentation, and agree on final fire
27 billings. Contested items will be resolved by the signatory cost share parties. If consensus
28 cannot be reached, those items of concern will be elevated to the next higher level of
29 management for resolution. After all costs have been validated and agreed upon a bill will
30 be issued to the appropriate cooperator.
31

32 If one or more agencies are unable to complete their process and unable to provide or
33 include their actual expenditures (and substantiating documentation) within this time frame,
34 the other agency (ies) will proceed with processing and submitting their fire billings
35 containing their costs using the established cost share percentages owned by each cooperator.
36 Recipient cooperators will pay those billings, and later (within the maximum 270 days
37 allowable) submit their billings also using the allowable cost share percentages. This may be
38 waived in favor of waiting until all parties have their costs gathered, if all parties agree.
39

40 **B) Electronic Funds Transfer (EFT):** NDF shall designate a financial institution or an
41 authorized payment agent through which a federal payment may be made in accordance with
42 U.S. Treasury Regulations, Money, and Finance at 31 CFR 208, which requires that federal
43 payments are to be made by EFT to the maximum extent possible. A waiver may be
44 requested and payments received by check by certifying in writing that one of the following
45 situations apply:
46

- 47 1. The payment recipient does not have an account at a financial institution, or
- 48 2. EFT creates a financial hardship because direct deposit will cost the payment recipient
49 more than receiving the check, or
- 50 3. The payment recipient has a physical or mental disability, or a geographic, language, or
51 literacy barrier.

52 In order to receive EFT payments, NDF shall register in the Central Contractor Registry (CCR) at
53 www.ccr.gov and follow the instructions on line. For assistance, contact the CCR Assistance
54 Center at 888-227-2423 or 269-961-4725

1
2 **C) Billing Content:** A separate bill will be submitted for each fire. Bills will be identified by
3 fire name, location, jurisdictional unit, appropriate order number, and will be supported by
4 backup documentation (refer to Page 19 # Exhibit A, Reimbursable Costs)
5 Bills will contain at a minimum:
6

- 7
- 8 • Cooperator name, address, phone number and agency financial contact
 - 9 • Agreement number Inclusive dates
 - 10 • Name of incident and incident number
 - 11 • Location and jurisdictional unit
 - 12 • Copies of Resource Orders (in rare instances, such as diverted aircraft or other
13 resources, WildCad or payment documents FS-6500-122, AMD-123, OF-297 signed by
14 receiving incident personnel will be accepted)
 - 15 • WildCAD, and other Agency's supporting documentation
 - 16 • Valid incident number and State and Federal job codes
 - 17 • Summary cost reports generated by the Agency to support the billing, including
18 applicable cost share agreements.
 - 19 • DUNS # if appropriate

20 Generally cost source documents will not be required unless summary cost data is disputed
21 or another agency requires source documents (i.e. FEMA).
22

23 Summary and cost data supporting documents will include, but not limited to, a list of
24 personnel expenses including base, overtime, and travel and a listing by vendor name and
25 amount spent for supplies and services procured. Billings for fire suppression assistance
26 may include reimbursable costs (see Exhibit A, Glossary), but will not be assessed indirect
27 cost rates. Federal Agencies will not bill each other for indirect costs for preparedness
28 activities. If the billing agency determines that it is not able to, or not cost effective to
29 provide backup and supporting documentation that meets the principles of GAAP, those
30 expenditures will NOT be billed.
31

32 **D) Payment Due:** Whenever this Agreement provides for billing, the agency receiving the bill
33 has an obligation to pay in accordance with the terms of this Agreement. All bills will be
34 paid in accordance with the paying Agency's prompt payment procedures. Final agreed
35 upon bills will be due 30 days after date of issuance.
36

37 1.

38 2. **Contested Billings:** Written notice that a bill is contested will be mailed to the billing
39 Agency within 30 days of issuance of the final bill and will fully explain the contested
40 items. Contested items will be resolved not later than 30 days following receipt of the
41 written notice. Depending on the extent of the contested items within the original billing,
42 a new billing will be issued.

43 i.

44
45 ii. **Obligations:** For yearend obligation purposes, and closing purposes, all parties
46 to this agreement will make every effort to provide incident billings within a timeframe that
47 will meet the year-end closing constraints of the party being billed. When requested,
48 estimates will be provided for incidents that have not been submitted for billing.
49

50 **E) Fee Basis Acquisition of Services:**
51

52 Annual Statewide or local operating plans and procurement documents will establish billing
53 procedures for Fee Basis Protection Services. An indirect cost rate will not be assessed.

1
2 Assistance by hire refers to those fire suppression resources that are to be paid for by the
3 Protecting Agency on a full reimbursement basis in accordance with the Interagency Incident
4 Business Management Handbook.
5

6 All requests to hire fire protection assistance must be clear and precise. All requests shall be
7 processed and recorded through the dispatching systems of the participating agencies on
8 Resource Orders. Personnel, equipment, supplies or services provided by a supporting agency
9 and essential to filling the resource order, which are necessary and reasonable, shall be
10 considered reimbursable as Assistance by Hire. The state may provide out-of-state assistance to
11 the Federal Agencies when requested. Such assistance will be Assistance by Hire unless
12 otherwise specified as mutual aid in Operating Plans pursuant to this agreement.
13

14 Except for Mutual Aid, all requests for fire suppression assistance in an agency's Direct
15 Protection Area (DPA) shall be Assistance by Hire. This includes all aircraft and NDF
16 conservation crews. NDF crews will be billed at minimum wage. Any other resources provided
17 by a supporting agency and not specifically ordered by the protecting agency, shall be considered
18 voluntary contribution.
19

20 Use rates for all State and Federal Agency-owned motorized ground equipment (including
21 operators) provided as Assistance by Hire shall be paid at the rate established by each agency for
22 its equipment. Rates for motorized equipment will include all operating costs for equipment.
23 Charge for motor fuels and lubricant costs supplied by the Protecting Agency will be billed
24 separately. Daily, Hourly, or use rates will be given to cooperating agencies upon request.
25

26 **F) Non-Suppression Billings:**

27 The Agencies to this Agreement may bill for activities not related to fire suppression within their
28 authorities. For example, within existing legal authorities, this may include reimbursement to
29 states for expenses incurred in accepting dispatches in response to non-wildfire emergencies.
30 Billing arrangements for such activities will be documented on procurement documents or
31 project plans (see Exhibit E) and an indirect cost rate will be assessed. Provisions described
32 above also apply to these billings. Billings will outline services performed and include a copy of,
33 or reference, the applicable operating plan.
34

35 **G) Third Party Payments:**

36 Third parties may be utilized for fire management services by the Agencies to this Agreement,
37 when agreed to by the affected agencies. Resource orders for third parties' personnel and
38 equipment will be made through and tracked by the Nevada Department of Emergency
39 Management. Payment for services rendered by the third party (ies) will be submitted to their
40 local cooperating federal agency. Each invoice shall contain a "remit to address" and a "tax ID"
41 number and be submitted within 120 days of completion of the fire management services, unless
42 a written request for an extension has been granted.
43

Signatures:

IN WITNESS WHEREOF, This agreement will be considered in effect for any agency once it is signed by that agency's representative and will remain in effect until superseded. This operating plan supersedes the 2010 Statewide Annual Operating Plan.

USDI FISH AND WILDLIFE SERVICE
Pacific Southwest Region

Acting

Regional Director
Date: 7/20/12

Contracting Officer **FWSI-P571**
Date: 7/17/12

USDI NATIONAL PARK SERVICE
Pacific West Region

Regional Director
Date: _____

Contracting Officer **NPS**
Date: _____

USDI BUREAU OF LAND MANAGEMENT
Nevada State Office

State Director
Date: _____

Contracting Officer **BLM**
Date: _____

USDA FOREST SERVICE
Intermountain Region (4)

Regional Forester
Date: _____

Grants & Agreements Specialist Forest Service (R4)
Date: _____

USDA FOREST SERVICE
Pacific Southwest Region (5)

Regional Forester
Date: _____

Grants & Agreements Specialist Forest Service (R5)
Date: _____

USDI BUREAU OF INDIAN AFFAIRS
Western Regional Office

Regional Director
Date: _____

Contracting Officer **BIA**
Date: _____

STATE OF NEVADA
Division of Forestry

State Forester - Fire Warden
Date: _____

Deputy Administrator /ASO IV
Date: _____

Signatures:

IN WITNESS WHEREOF, This agreement will be considered in effect for any agency once it is signed by that agency's representative and will remain in effect until superseded. This operating plan supersedes the 2010 Statewide Annual Operating Plan. 2011

USDI FISH AND WILDLIFE SERVICE
Pacific Southwest Region

USDI NATIONAL PARK SERVICE
Pacific West Region

Regional Director
Date: _____

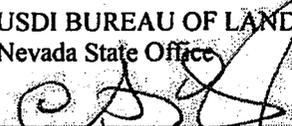
Regional Director
Date: _____

Contracting Officer FWS
Date: _____

Contracting Officer NPS
Date: _____

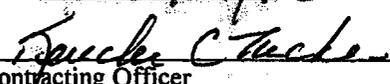
USDI BUREAU OF LAND MANAGEMENT
Nevada State Office

USDI BUREAU OF INDIAN AFFAIRS
Western Regional Office

 /s/ Amy L. Luders

State Director
Date: 7/19/12

Regional Director
Date: _____



Contracting Officer BLM
Date: 7/10/2012

Contracting Officer BIA
Date: _____

USDA FOREST SERVICE
Intermountain Region (4)

STATE OF NEVADA
Division of Forestry

Regional Forester
Date: _____

State Forester – Fire Warden
Date: _____

Grants & Agreements Specialist Forest Service (R4)
Date: _____

Deputy Administrator /ASO IV
Date: _____

USDA FOREST SERVICE
Pacific Southwest Region (5)

Regional Forester
Date: _____

Grants & Agreements Specialist Forest Service (R5)
Date: _____

Signatures:

IN WITNESS WHEREOF, This agreement will be considered in effect for any agency once it is signed by that agency's representative and will remain in effect until superseded. This operating plan supersedes the 2010 Statewide Annual Operating Plan.

USDI FISH AND WILDLIFE SERVICE
Pacific Southwest Region

USDI NATIONAL PARK SERVICE
Pacific West Region

Regional Director
Date: _____

Regional Director
Date: _____

Contracting Officer **FWS**
Date: _____

Contracting Officer **NPS**
Date: _____

USDI BUREAU OF LAND MANAGEMENT
Nevada State Office

USDI BUREAU OF INDIAN AFFAIRS
Western Regional Office

State Director
Date: _____

Regional Director
Date: _____

Contracting Officer **BLM**
Date: _____

Contracting Officer **BIA**
Date: _____

USDA FOREST SERVICE
Intermountain Region (4)

STATE OF NEVADA
Division of Forestry

How Fryer

Regional Forester
Date: 7/30/12

State Forester – Fire Warden
Date: _____

Neahle M. Macdonald

Grants & Agreements Specialist Forest Service (R4)
Date: 7/27/12

Deputy Administrator /ASO IV
Date: _____

USDA FOREST SERVICE
Pacific Southwest Region (5)

Regional Forester
Date: _____

Grants & Agreements Specialist Forest Service (R5)
Date: _____

Signatures:

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USDI FISH AND WILDLIFE SERVICE
Pacific Southwest Region

USDI NATIONAL PARK SERVICE
Pacific West Region

Regional Director

Date: _____

Regional Director

Date: _____

Contracting Officer FWS

Date: _____

Contracting Officer NPS

Date: _____

USDI BUREAU OF LAND MANAGEMENT
Nevada State Office

USDI BUREAU OF INDIAN AFFAIRS
Western Regional Office

State Director

Date: _____

Regional Director

Date: _____

Contracting Officer BLM

Date: _____

Contracting Officer BIA

Date: _____

USDA FOREST SERVICE
Intermountain Region (4)

STATE OF NEVADA
Division of Forestry

Regional Forester

Date: _____

State Forester - Fire Warden

Date: _____

Grants & Agreements Specialist Forest Service (R4)

Date: _____

Deputy Administrator /ASO IV

Date: _____

USDA FOREST SERVICE
Pacific Southwest Region (5)

for *James W. White Evans*
Regional Forester

Date: *8/30/12*

James W. Smoley
Grants & Agreements Specialist Forest Service (R5)

Date: *8/9/12*

Signatures:

IN WITNESS WHEREOF, This agreement will be considered in effect for any agency once it is signed by that agency's representative and will remain in effect until superseded. This operating plan supersedes the 2010 Statewide Annual Operating Plan.

USDI FISH AND WILDLIFE SERVICE
Pacific Southwest Region

Regional Director

Date: _____

Contracting Officer FWS

Date: _____

USDI BUREAU OF LAND MANAGEMENT
Nevada State Office

State Director

Date: _____

Contracting Officer BLM

Date: _____

USDA FOREST SERVICE
Intermountain Region (4)

Regional Forester

Date: _____

Grants & Agreements Specialist Forest Service (R4)

Date: _____

USDA FOREST SERVICE
Pacific Southwest Region (5)

Regional Forester

Date: _____

Grants & Agreements Specialist Forest Service (R5)

Date: _____

USDI NATIONAL PARK SERVICE
Pacific West Region

Susan J. Hume

Regional Director RFMD

Date: *July 6 2012*

Contracting Officer NPS

Date: _____

USDI BUREAU OF INDIAN AFFAIRS
Western Regional Office

Regional Director

Date: _____

Contracting Officer BIA

Date: _____

STATE OF NEVADA
Division of Forestry

State Forester - Fire Warden

Date: _____

Deputy Administrator /ASO IV

Date: _____

Signatures:

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USDI FISH AND WILDLIFE SERVICE
Pacific Southwest Region

USDI NATIONAL PARK SERVICE
Pacific West Region

Regional Director
Date: _____

Regional Director
Date: _____

Contracting Officer FWS
Date: _____

Contracting Officer NPS
Date: _____

USDI BUREAU OF LAND MANAGEMENT
Nevada State Office

USDI BUREAU OF INDIAN AFFAIRS
Western Regional Office

State Director
Date: _____



Regional Director
Date: 7/11/12

Contracting Officer BLM
Date: _____

Signature Not Required

Contracting Officer BIA
Date: _____

USDA FOREST SERVICE
Intermountain Region (4)

STATE OF NEVADA
Division of Forestry

Regional Forester
Date: _____

State Forester – Fire Warden
Date: _____

Grants & Agreements Specialist Forest Service (R4)
Date: _____

Deputy Administrator /ASO IV
Date: _____

USDA FOREST SERVICE
Pacific Southwest Region (5)

Regional Forester
Date: _____

Grants & Agreements Specialist Forest Service (R5)
Date: _____

Signatures:

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USDI FISH AND WILDLIFE SERVICE
Pacific Southwest Region

USDI NATIONAL PARK SERVICE
Pacific West Region

Regional Director
Date: _____

Regional Director
Date: _____

Contracting Officer FWS
Date: _____

Contracting Officer NPS
Date: _____

USDI BUREAU OF LAND MANAGEMENT
Nevada State Office

USDI BUREAU OF INDIAN AFFAIRS
Western Regional Office

State Director
Date: _____

Regional Director
Date: _____

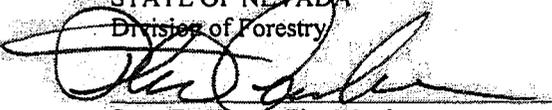
Contracting Officer BLM
Date: _____

Contracting Officer BIA
Date: _____

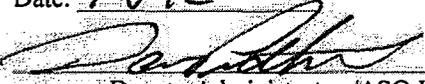
USDA FOREST SERVICE
Intermountain Region (4)

STATE OF NEVADA
Division of Forestry

Regional Forester
Date: _____


State Forester - Fire Warden
Date: 7-3-12

Grants & Agreements Specialist Forest Service (R4)
Date: _____


Deputy Administrator / ASO IV
Date: 7/3/12

USDA FOREST SERVICE
Pacific Southwest Region (5)

Regional Forester
Date: _____

Grants & Agreements Specialist Forest Service (R5)
Date: _____

Exhibit E

RECORD OF DECISION FOR THE NATIONWIDE AERIAL APPLICATION OF FIRE RETARDANT ON NATIONAL FOREST SYSTEM LANDS

Changes in the aerial delivery of fire retardant:

1. Prior to ROD:

- Federal wildland and some State (including California) fire agencies followed the *2000 Guidelines for Aerial Delivery of Retardant or Foam Near Waterways* (Guidelines) in order to prevent application of retardant into waterways.
- The Guidelines required retardant not be dropped within 300 feet of any body of water or into the waterway
- The Guidelines permitted **three** exceptions:
 - when it is impossible to construct fireline due to terrain, area congestions, life property concerns, or lack of ground personnel
 - when life or property is threatened
 - when potential damage to natural resources outweighs possible loss of aquatic life
- In 2008, the Forest Service adopted additional measures (Reasonable and Prudent Alternatives or *RPA's*), recommended by the USFWS and NOAA Fisheries to avoid jeopardizing listed species and critical habitat.

2. New Direction in the ROD:

- The ROD replaces the 2000 Guidelines with 2011 Direction that permits one exemption for aerial delivery of fire retardant into waterways: when human life or public safety is threatened, and the use of aerially delivered fire retardant can be reasonably expected to alleviate that threat.
 - The ROD provides additional operational guidance's to ensure retardant drops are not made within the 300-foot buffers on either side of waterways, in waterways, or within avoidance areas mapped for threatened, endangered, proposed, candidate, and Forest Service-sensitive species.
 - The ROD provides new national standardized protocols for mapping avoidance areas. Avoidance areas have been mapped for threatened, endangered, proposed, candidate, and Forest Service-sensitive species on each national forest where redundant is likely to be used and may have unacceptable effects on a species or its habitat. Aerial application of fire retardant will be used and may have unacceptable effects on a species or its habitat. Aerial application of fire retardant will be avoided in these areas.
 - The ROD provides greater protection for cultural resources including historic properties, traditional cultural resources, and sacred sites through national direction for closer coordination with states and tribes.
 - The 2011 Direction requires the Forest Services to annually assess 5% of fires smaller than 300 acres where aerially-delivered retardant is used and the fires has an avoidance area, waterway, or is near an avoidance area—including at least one small fire on every Forest that uses retardant—to better determine if the use of retardant on smaller fires is entering an avoidance area but not being discovered and reported.
 - The ROD includes additional procedures for reinitiating consultation and monitoring, if determined to be required, should a misapplication occur.
3. The Forest Service will monitor **ALL** misapplications utilizing national standard reporting forms.
4. To determine if misapplication had occurred, the Forest Service will continue to monitor *all large fires* where aerial delivered retardant is used and avoidance areas exist.

<http://www.fs.fed.us/fire/retardant/index.html>