

CETS #:	30886
Agency Reference #:	WFPP-030

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting by and through its Division of Forestry and
Washoe County

Public Entity #1:	Washoe County
Address:	1001 E. 9th Street, Suite 201
City, State, Zip Code:	Reno, Nevada, 89512
Contact:	Dale Way, Richard Edwards
Phone:	775-328-2000, 775-326-6000
Fax:	
Email:	dway@tmfpd.us, REdwards@tmfpd.us

Public Entity #2:	Department of Conservation and Natural Resources Nevada Division of Forestry
Address:	901 Stewart Street, Suite 1001
City, State, Zip Code:	Carson City, Nevada 89701
Contact:	Kacey KC
Phone:	775-684-2500
Fax:	
Email:	Kaceykc@forestry.nv.gov

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **DEFINITIONS**

TERM	DEFINITION
State	The State of Nevada and any State agency identified herein, its officers, employees and immune contractors.
Contracting Entity	The public entities identified above.
Fiscal Year	The period beginning July 1 and ending June 30 of the following year.
Contract	Unless the context otherwise requires, 'Contract' means this document titled Interlocal Contract Between Public Agencies and all Attachments or Incorporated Documents.

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3. **CONTRACT TERM.** This Contract shall be effective as noted below. This Contract shall automatically renew upon the expiration date and shall remain in effect until the parties execute a subsequent agreement covering the same subject matter specified herein, unless sooner terminated by either party as specified in **Section 4, Termination**.

Effective From:	July 1, 2025	To:	June 30, 2027
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4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in **Section 3, Contract Term**, provided that a termination shall not be effective until **30** days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (a) by delivery in person; (b) by a nationally recognized next-day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.
6. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following Attachments, specifically describes the Scope of Work. This Contract incorporates the following Attachments in descending order of constructive precedence:

ATTACHMENT A:	Scope of Work and Deliverables
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Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the obligations of the State under this Contract, shall be void and unenforceable.

7. **CONSIDERATION.** The parties agree that the services specified in **Section 6, Incorporated Documents** provided by the State of Nevada Department of Conservation and Natural Resources ("DCNR") and/or the Nevada Division of Forestry ("Division") shall be paid by Washoe County at the cost noted below:

\$41,378.00	per	Year
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Which may be paid in installments of:	\$10,344.50 Quarterly
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Total Contract Not to Exceed:	\$82,756.00 over the contract term
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Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

8. **ASSENT.** The parties agree that the terms and conditions listed in the incorporated Attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.
9. **INSPECTION & AUDIT**
- A. **Books and Records.** Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and document as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.

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- B. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.
- C. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.
10. **BREACH - REMEDIES**. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall not exceed \$150.00 per hour.
11. **LIMITED LIABILITY**. The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.
12. **FORCE MAJEURE**. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, acts of public enemy, acts of terrorism, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
13. **INDEMNIFICATION**. Neither party waives any right or defense to indemnification that may exist in law or equity.
14. **INDEPENDENT PUBLIC AGENCIES**. The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or constructed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.
15. **WAIVER OF BREACH**. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
16. **SEVERABILITY**. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
17. **ASSIGNMENT**. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.
18. **OWNERSHIP OF PROPRIETARY INFORMATION**. Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

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19. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
20. **CONFIDENTIALITY.** Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.
21. **FEDERAL FUNDING.** In the event, federal funds are used for payment of all or part of this Contract, the parties agree to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
 - A. The parties certify, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation Subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - B. The parties and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
 - C. The parties and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
 - D. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
22. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in *Section 6, Incorporated Documents*.
23. **GOVERNING LAW – JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.
24. **ENTIRE AGREEMENT AND MODIFICATION.** This Contract and its integrated Attachment(s) constitute the entire agreement of the parties and as such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated Attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such Attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.

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IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

 Alexis Hill, Chair Date
 Washoe County Board of Commissioners

 Dave Solaro, Assistant County Manager Date
 Washoe County

 Richard Edwards, Fire Chief Date
 Truckee Meadows Fire Protection District

 for Kacey K.C., State Forester/Firewarden Date
 Nevada Division of Forestry

APPROVED BY BOARD OF EXAMINERS

 Signature – Board of Examiners

On: _____
 Date

Approved as to form by:

 Deputy Attorney General for Attorney General

On: _____
 Date

Attachment A: Scope of Work and Deliverables

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Attachment A: Scope of Work and Deliverables

Identification of Entities

The State of Nevada Department of Conservation and Natural Resources (hereinafter “DCNR”) which exists pursuant to NRS 232.010(1), and the Nevada Division of Forestry (hereinafter “DIVISION”) which exists pursuant to NRS 232.090(c) and administers all fire control laws in Nevada pursuant to NRS 472 and manages wildfire mutual aid pursuant to NRS 414A, are both agencies of the State of Nevada (and are from time to time collectively referred to as “STATE” in this Agreement);

Washoe County, a political subdivision of the State of Nevada, is a Fire Protection Agency (hereinafter “FPA”).

Recitals

WHEREAS, all signatories to this Agreement are public agencies authorized by Chapter 277 of the Nevada Revised Statutes to enter interlocal and cooperative agreements with each other for the performance of governmental functions; and;

WHEREAS, the FPA has jurisdictional responsibility for serving its community in many ways, including wildland fire response, prevention and mitigation.

WHEREAS, the DIVISION is required to adhere to NRS 477.030(1)(a), 477.030(6), NAC 477.281(c).

WHEREAS, the DIVISION and the FPA mutually agree to reduce risk from wildland fire through activities to include, but not limited to, fuel reduction, Fire Adapted Nevada or Tahoe Network of Fire Adapted Communities (TNFAC) program support, and the sharing of equipment, training and supplies.

WHEREAS, the DIVISION has responsibility to supervise or coordinate all forestry and watershed work on state-owned and privately owned lands, including fire control, in Nevada, working with federal agencies, private associations, counties, towns, cities or private persons and;

WHEREAS, the DIVISION may maintain or have access to additional specialized wildfire expertise and suppression resources and;

WHEREAS, wildland fires are defined as unplanned, unwanted wildland fire including unauthorized human-caused fires, escaped wildland fire use events, escaped prescribed fire projects, and all other wildland fires where the objective is to put the fire out;

WHEREAS, it is to the mutual advantage of the DIVISION and the FPA to work closely together to maintain effective wildfire management without duplication, and to coordinate efforts with federal cooperators and;

WHEREAS, the DIVISION and the FPA desire to define their roles, responsibilities and relationships to achieve the most effective protection of forest, range, and watershed lands and;

WHEREAS, the DIVISION and the FPA recognize that safe, aggressive initial attack is the best suppression strategy to keep wildland fires small and costs down and;

WHEREAS, the DIVISION recognizes the FPA as the Agency having primary jurisdiction, the DIVISION will participate at an Incident Command Post (ICP) in a primary Wildland Fire Protection Program (hereinafter WFPP) fiscal role. The DIVISION remains available to assist in other Incident Command System (ICS) roles upon request.

WHEREAS, it is understood that the mission and intent of all parties is to quickly suppress wildland fires regardless of jurisdiction and/or ownership, it is mutually beneficial to all parties to jointly take action as necessary to safely and effectively contain all wildland fires and;

WHEREAS, the FPA has requested to participate in the DIVISION WFPP, and the DIVISION is authorized to render wildland fire protection services, including cost reimbursement, to the FPA;

WHEREAS, all terminology herein shall be defined by the National Wildfire Coordinating Group (NWCG) Glossary of Wildland Fire Terminology (hereinafter “NWCG Glossary”);

WHEREAS, all incident business shall be conducted in accordance with the NWCG Standards for Interagency Incident Business Management (hereinafter “SIIBM”);

Now Therefore, in consideration of the above premises, it is agreed between the parties as follows:

This Scope of Work and Deliverables will serve as the Operating Plan for the WFPP hereby made and entered into by and between the parties. This Operating Plan follows the standards of and is tiered into the Nevada Master Cooperative Wildland Fire Management and Stafford Act Response Agreement for Federal wildfire mobilization (hereafter referred to as the Master Cooperative Fire Agreement) as well as state-to-state mobilization under NRS 527 national wildland fire protection agreement compacts (the Northwest and the Great Plains) or any other agreement the DIVISION has in place.

Mutual aid under this agreement is managed by and through NRS 414A. The FPA is responsible for all costs associated with mutual aid, outside of assistance by hire (ABH) resources. The FPA may have individual mutual aid agreements (such as Friends and Neighbors, R1 Nevada Fire Chiefs Agreement, and Lake Tahoe Chiefs Regional Agreement) outside of this agreement, which is not the responsibility of nor reimbursable by the DIVISION. The DIVISION is not responsible for any costs associated with mutual aid unless as specified below.

Purpose

The purpose of this Operating Plan is to define operating procedures and fiscal responsibilities affecting cooperation, interagency working relationships and protocols, financial arrangements, sharing of resources, and joint activities/projects within the framework of the above-referenced WFPP Agreement.

Modifications / Negotiating Expenses

FPA should notify the DIVISION of any questions, issues or situations regarding any Operating Plan modifications or qualifying expenses that are not clear or require negotiation and do not contradict the WFPP Agreement. The DIVISION will convene a meeting with the FPA to discuss and/or resolve a mutually agreeable resolution. If the parties are unable to reach a mutually agreeable resolution, either party may refer the matter to the Review Committee for further action.

Executive Committee

An executive committee shall be formed and maintained by the DIVISION for the WFPP. The executive committee shall consist of five voting members, inclusive of the chair of the Nevada Fire Chiefs Association and the State Forester Firewarden and up to four advisory members. Other members will be discussed and voted on by the larger participating entities but must be representative of both rural and urban districts or counties. The executive committee is responsible for updating the WFPP formula, agreement revisions, and other matters pertaining to the WFPP partnership. The executive committee must have a final updated draft WFPP agreement template for membership review no later than January 31 of the renewal year. The executive committee shall provide a final WFPP agreement to all FPA participants no later than April 30 of the contract renewal year to allow adequate time for both the FPA and DIVISION to obtain final contract approval by July 1.

Review Committee

The DIVISION will establish a Review Committee to adjudicate issues or questions between the DIVISION and the FPA which cannot be resolved informally between the parties. The Director of the Department of Conservation and Natural Resources (DCNR) will request one DIVISION representative and two individuals from FPA jurisdictions other than where the dispute is occurring, one of whom serves on the WFPP Executive Committee, to serve on the Review Committee. The FPA requesting modifications or clarity must agree to the selected Review Committee membership. The FPA involved in the dispute shall also appoint one non-voting advisory representative. The Review Committee shall review the issue and make a non-binding recommendation to the DCNR Director, who will issue the final determination. This process does not limit the legal rights of either party.

General Provisions

The FPA who chooses to enter or maintain an existing WFPP Agreement must integrate and become a user within the DIVISION's Fire Billing System (FBS). This system is used to support all financial functions between the DIVISION and the FPA. The FPA will be required to input all approved Fire Rate Agreement (FRA) rates within the system and designated specific personnel and equipment types according to the FRA, which will include adding and or removing personnel/equipment, agreeing to the terms, and creating/submitting all wildland requests for reimbursement electronically within FBS. All FRA's shall be updated by **July 1, annually**. If the FRA is unable to be updated by July 1 of each year or requires adjustments anytime in a calendar year, the FPA must notify the DIVISION as soon as possible.

The FPA is primarily responsible for all hazard response, prevention, structure suppression and wildland fire suppression occurring to property within their jurisdictional boundaries. These structures and lands are protected by the FPA that can be intermingled or adjacent to lands protected by State and Federal Agencies.

The DIVISION shall coordinate with and support the FPA in prevention, suppression, suppression repair, and fire rehabilitation of wildland fires on State and private forested and rangelands as identified through the Nevada Master Cooperative Wildland Fire Management and Stafford Act Response Agreement as well as with Nevada Revised Statutes and Administrative Codes. The DIVISION is not responsible for fighting structure fires; however, the DIVISION may assist in providing structure protection or water support during a wildland fire event. Such activities will be limited to the exterior of structures, and only when such actions can be accomplished safely, within the qualifications of staff, and in accordance with established wildland fire operations standards. Fire suppression damage repairs include any infrastructure or environmental repairs that are required to restore their condition that was damaged because of wildfire suppression activities (e.g., dozer line, fence cutting, culvert crushing, etc.). Fire rehabilitation includes taking actions to restore ecosystem integrity and functions following a wildfire (e.g., seeding, planting, erosion control devices, etc.)

The FPA agrees that the employees mobilized under this WFPP Agreement and Operating Plan meet all the requirements for the position(s) qualifications in accordance with National Wildfire Coordinating Group NWCG-PMS 310-1, National Incident Management System, Wildland Fire Qualifications System, NWCG SIIBM, or NFPA approved equivalency. The FPA is required to issue each employee who will respond to wildfire, in or out of state under the WFPP agreement, a qualification card (aka Red Card) using the Incident Qualifications System (IQS).

The DIVISION will assist the FPA in organizing, equipping, and training FPA to meet the NWCG standards and the utilization of the IQS and Incident Resource Ordering Capability (IROC), by April 30 of each year or directly following hiring of new staff.

Annual Coordination Meeting

The DIVISION shall hold an annual meeting inviting all FPA members by March 1 of each year to jointly discuss, review, and update the following items:

1. Updates to the WFPP Agreement provided by the executive committee (year 2 of contract only)
2. The FPA's rates for personnel and equipment
3. Identification and prioritization of hazardous fuel treatment areas
4. Training needs for both FPA and the DIVISION
5. Sharing needs regarding facilities, resources, and equipment
6. Fire season review and process improvements, as needed

Sharing Facilities, Resources, Equipment and Training

Sharing facilities for the purpose of training is beneficial for all parties to this agreement; therefore, there will be no charge for the use of either Division or FPA facilities for training. The DIVISION will provide training upon request from the FPA for wildland fire training, engine/water tender training, helicopter training, hoist rescue training, etc. within the DIVISION's capabilities and availability. If the FPA has agreements with the DIVISION for the following, the agreements will be attached.

Equipment, Supplies, and Cache Items

The parties recognize that wildland fire suppression and pre-suppression activities such as hazardous fuels reduction projects 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 supplied by one party and received by another party, shall be accompanied by a written agreement. The equipment or supplies then becomes 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. Parties agree that the receiving party shall replace or reimburse for damage in excess of reasonable wear and tear, and shall replace or reimburse items lost or destroyed. The receiving party will replace or reimburse for items lost, destroyed, or expended with items of like or similar standard from the fire cache or supply unit on the incident, or via an authorization for replacement using a unique request number. Insurance or other reimbursement options should be pursued, if such options are available, prior to replacement or reimbursement for lost, stolen or destroyed items.

Incident Replacement

Incident replacement shall be in accordance with the NWCG -SIIBM, Chapter 30. The incident should limit replacement to those items that are consumed, lost, damaged, or rendered unserviceable during the incident.

These items can be replaced at the incident, or the incident can approve an Incident Replacement Requisition (OF-315), Saw Parts Order, or General Message (OF-213) for replacement of items by a cache or at the home unit. Approval for replacement of non-standard items (Non NFES) may need to be approved by the Incident Business Advisor (IBA). Personnel who need to replace/repair damaged property will document the request on an OF-289, Property Loss or Damage Report.

Personal Protective Equipment (PPE) Standards

It is required that all individuals who engage in wildfire suppression activities, under the Agreement, have and use appropriate NWCG Personal Protective Equipment (PPE). The DIVISION may support the FPA with PPE and other equipment and supplies as necessary if DIVISION funds and/or supply are available.

Interagency Cooperation

Interagency Dispatch Centers

Within Nevada there are five interagency dispatch centers. Specific staffing, funding and level of participation is agreed to and documented in the Local Operating/Financial Plan for each respective dispatching zone. The interagency dispatch center where the incident occurs will coordinate the use of aircraft resources. The FPA may order air tankers, helicopters, or observation flights through the interagency dispatch center, but the operational control will remain under the direction of the Incident Commander. The FPA will provide mission objectives, geographic coordination, and hazards in the area (power lines, houses, etc.) When a wildfire incident requires assistance and coordination with the interagency dispatch center, the FPA must provide the center manager with the following:

- A list of resources on scene that have been mobilized using Mutual Aid agreements.
- ICS-209 “Situation Report” by **4:30pm** for each operational period.
- Updates on fire activity and information of any major events such as Fire Management Assistance Grant (FMAG) declaration, evacuations, injuries / accidents, road closures, law enforcement needs, etc.
- Request all Resource Orders (RO) within 21 days from the date the fire is declared as controlled.
- RO’s will only be filled using the same unit identifiers that are listed in IROC.

The FPA may request support from NDF’s Chief Officer/Agency Administrator or Incident Business Unit (IBU) when the complexity of the incident is warranted, and staff are available.

Communications / Frequencies

The FPA and DIVISION agree to maintain and annually provide a current list of telephone numbers for each principal emergency contact. Any additional changes throughout the year shall be communicated between the FPA and DIVISION.

Each party that is signatory to the WFPP Agreement and this Operating Plan is permitted to use each other’s frequencies during emergency activities or training events to contact cooperator’s resources following the communications plan for the incident or event. 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 in the field 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 other tactical channels may be used (such as NV-V Fire 21, 22, 23, 24, and 25 or NDF Red 1). It is imperative that response resources make positive communications on the incident, preferably face-to-face initially, to ensure all resources can communicate via radio on the incident.

Air-to-ground channels should be monitored by all parties as the application of retardant and water delivered by aircraft is often used during the incident, particularly during the initial attack. Drops cannot occur unless the line (drop zone) is clear of personnel and equipment.

Weather warnings, emergency broadcasts, command changes, etc. will be transmitted over the command frequency to all units on the scene of the incident.

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

Preparedness / Non-Suppression Related Activities

The FPA and DIVISION staff will work collaboratively towards the implementation of the National Cohesive Wildland Fire Management Strategy (Resilient Landscapes, Fire Adapted Communities and Safe and Effective Wildfire Response) through the establishment of mutually beneficial and agreed upon goals and project activities. The FPA and the DIVISION have the authority through this agreement to request assistance by hire and reimburse any other FPA resources for prioritized hazardous fuel reduction and resilient landscape projects within the FPA jurisdiction if a Supplemental Project Agreement (SPA) is in place. The Division will assist treatment plans; Threatened and Endangered (T&E) species identification and avoidance techniques; and other technical services as requested and available. DIVISION may provide, at the FPA's request, subject to availability, personnel and apparatus to assist in public wildfire education programs, and the DIVISION and the FPA will collaborate on a wildland fire prevention program that includes common messaging.

Fire Adapted Communities

DIVISION's FMO, RMO, and other staff, as available, will coordinate with Grant Coordinators and FPA's within their respective jurisdictions to identify communities at risk and facilitate the implementation of fire adapted community concepts through the creation or updating of Community Wildfire Protection Plans (CWPPs) that meet the national standards of Healthy Forests Restoration Act (HFRA). The FPA and DIVISION staff, as available, will work together to facilitate community involvement, investment, and proactivity through Fire Adapted Nevada or TNFAC, National Fire protection Association's Firewise USA® Communities recognition program and implementation of CWPP priority projects (e.g., fuels reduction projects, defensible space inspections, identifying local community leaders, grant application assistance, etc.). The FPA is highly encouraged to register with and participate in the International Association of Fire Chief's "Ready, Set, Go!" program.

Safe and Effective Wildfire Response

Purpose: Create and maintain an interagency safe, effective, comprehensive, and cost-effective wildfire management program in support of wildland fire and natural resource management objectives through coordinated planning and implementation.

DIVISION FMO, and other staff, as available, will work with the designated FPA staff to create wildfire suppression, pre-position, Quick Reaction Task Force (QRF) opportunities, communication strategies, and other activities needed to prepare all forces for wildfire response.

Fire Prevention

Both signatory parties will, to the extent possible, provide fire prevention programs targeted at the highest need in a fire year or general prevention messaging. The DIVISION and the FPA will work together to identify, prioritize and plan opportunities to prevent wildfires. (e.g., staff attendance for prevention education and outreach events, common public messaging, etc.). In addition, the FPA is encouraged to undertake joint prevention and mitigation activities in areas of mutual interest whenever practical.

Fire Restrictions

Both the FPA and the DIVISION retain the authority to implement fire restrictions or closures within their respective jurisdictions based on local conditions and operational judgment. While participation in the Nevada Fire Board's coordinated fire restriction messaging is encouraged, it is not mandatory. The DIVISION and the FPA will work together, when possible, to coordinate timing and public communication to promote consistency and clarity in statewide or regional messaging.

Prescribed Burning

Prescribed burning costs are not generally reimbursable under the WFPP agreement. However, prescribed fire and associated costs may be eligible for reimbursement when they are specifically identified, planned, and approved in a Supplemental Project Agreement (SPA) between the DIVISION and the FPA, and meet all applicable NWCG standards and burn plan requirements. Either party may provide resources at their sole discretion based upon availability.

Operations

Wildfire Suppression

The DIVISION will provide dispatching/mobilization services and support to local government FPA for mutual aid and extended attack wildfire response. All responding resources must be processed and recorded through the local interagency dispatch center and documented on RO's or corresponding documentation. All responding resources beyond the mutual aid period, shall be on an ABH basis, paid back to the time of dispatch and require RO's.

The FPA is required to utilize reasonable and available initial attack suppression forces within their purview prior to requesting Assistance by Hire (ABH) resources (aircraft, hand crews, and contracted vendors) within the mutual aid period. For purposes of this agreement the mutual aid period is 24 hours (initial dispatch to an incident through hour 24 by individual resource). Mutual aid resources are defined as: all agency engines, agency tenders, agency dozers and agency initial attack personnel. Resources exceeding the mutual aid period will be billed retroactively for the full period from the time of initial dispatch. Resources not exceeding the mutual aid period, even if the fire exceeds the mutual aid period, will not be reimbursed. ABH resources during mutual aid are billable. Resources that are not ABH and are not assigned beyond the mutual aid period will not be reimbursed. In the event of disagreement over the classification of ABH mutual aid resources or reimbursement responsibility, the matter will be reviewed jointly by the DIVISION and FPA, and may be elevated to the WFPP Review Committee for non-binding recommendation. Financial responsibility will not default to the FPA without mutual agreement or formal determination by the Division Director.

The DIVISION and the FPA will utilize the "closest forces" concept for all wildland fire responses. This concept dictates that the closest available, appropriate resources respond to initial attack fires, regardless of jurisdiction, whenever there is a critical and immediate need for the protection of life and property. Beyond

initial attack, the "closest forces" concept is modified, and the respective agencies will request the most appropriate resource to aid in the suppression of a wildfire.

Under this agreement, the FPA has authority to fill requests outside of its jurisdiction within Nevada and out of state for federal wildland fire response mobilization. The DIVISION manages two wildfire suppression budget accounts: account 4193 for solely out of state fires and account 4196 for all in-state or cross-border incidents. The DIVISION will notify the FPA at least quarterly of the status of account 4193. If available funding for account 4193 falls below 25% of the budgeted allocation, the DIVISION will communicate the need for pre-approval on out-of-state deployments. If Account 4193 is depleted, the DIVISION will request suspension of out-of-state assignments under this agreements authority; however, the FPA retains the authority to mobilize under direct federal agreement or alternate cost-recovery arrangements, if available at the FPAs expense (not reimbursable by DIVISION). The FPA will initiate a bill in the FBS for all out-of-state assignments within 30 days of the resource's return to quarters. If additional time is needed, a written request for extension must be submitted to the DIVISION prior to the end of the 30-day period.

For FPA volunteer fire departments that do not have established personnel rates, the DIVISION will reimburse personnel time at \$20 per hour per individual, with a two-hour minimum per assignment. Equipment shall be reimbursed at the FPA's established FRA rates.

Disaster Declaration Mobilization / All Hazard

State, County, and Local government agencies can request "all hazard" assistance resources (in the form of a Request for Assistance (RFA) through the Nevada Department of Emergency Management (NDEM) once a disaster declaration has been made at the associated level (county and/or state declaration). Once an RFA has been made, NDEM will issue a mission assignment to the Emergency Operations Center-Emergency Support Function (ESF)-4-Fire (DIVISION is the primary coordinator of this function, FPA may assign and train staff to assist) for the requested resources. If the mission assignment is accepted, the ESF4 coordinator will fill the request through normal interagency dispatching procedures. Any order filled through this system, shall be submitted to NDEM first to be routed to the DIVISION.

Length of Assignment

When mobilized under this agreement, FPA personnel should be prepared for assignments of up to 14 days, excluding travel days. However, shorter assignment lengths may be implemented at the discretion of the FPA based on internal staffing policies, collective bargaining agreements, or operational constraints. If a shorter assignment is planned, the FPA shall notify the ordering agency and ensure documentation of the planned rotation. FPA staff shall be self-sufficient during travel status and must arrive with the necessary wildland gear for the assignment. Depending on the location of the incident, one or more days may be necessary for travel, increasing the total assignment time. Extensions or paid days off must follow SIIBM Chapter 10 guidance and include appropriate documentation for reimbursement.

Demobilization from Incident

During demobilization the Finance Section provides the FPA with original documentation required for reimbursement. This includes the original Incident Time Report OF-288 and OF-289 Property Loss or Damage Report. When OF-288's are not provided at the incident, original Crew Time Reports (CTR) SF-261 must be submitted for reimbursement.

Incident Management Teams

The FPA will notify the DIVISION Regional and State Duty Officers and the local interagency dispatch center of any wildland fire in their jurisdiction that exceeds the FPA's capacity and may require mobilization of an Incident Management Team (IMT). The DIVISION, together with the FPA, when possible, will participate

in a unified command role and actively participate as an Agency Administrator/Agency Representative on any wildland incident in a WFPP jurisdiction. Time spent by FPA personnel serving as an Agency Administrator or Agency Representative on incidents occurring within the WFPP jurisdiction shall be eligible for reimbursement, provided the assignment is documented in the incident action plan (IAP), ICS-203, resource order, or official assignment documentation.

Delegation of Authority

The FPA may issue a delegation of authority to the DIVISION to manage any wildfire within its jurisdiction. Regardless, the DIVISION and FPA must work together on all complex incidents that involve cost share agreements on any cost-related items. This includes participation from the DIVISION as an agency representative in all agency administrator meetings, cost share discussions, WFDSS discussions, IMT briefs, etc. Resources ordered during complex incidents involving cost share agreements must be mutually agreed upon by the DIVISION and FPA. Agreement may be documented via resource orders, ICS forms (such as the ICS-203 or ICS-204), or written communication between agency representatives. In cases where time-sensitive orders are made under urgent operational need, the ordering entity must notify the other party as soon as practical, and no later than 24 hours, to confirm cost responsibility. If disagreement arises over a specific resource or cost item, the matter shall be elevated to the DIVISION Regional FMO and the FPA Fire Chief (or designee) for resolution. If unresolved, it may be referred to the WFPP Review Committee for non-binding recommendation.

Decision Process / Wildfire Decision Support System (WFDSS)

The appropriate Agency Administrator(s) from the DIVISION and the FPA will be included in the WFDSS decision-making process when a wildfire involves federal jurisdiction or impacts lands under WFPP. If the FPA does not have WFDSS access or technical capability, the DIVISION or federal agency will provide a summary of the WFDSS analysis and decision rationale within 24 hours of entry. No WFDSS decision involving lands under FPA jurisdiction shall be finalized without reasonable effort to obtain input from the FPA, and any cost-related implications for the FPA must be discussed prior to finalization. The DIVISION agrees to assist FPAs in obtaining WFDSS training or guidance, as resources allow.

Preservation of Evidence and Fire Investigations

Evidence will be preserved in accordance with applicable Agency regulations and policies.

FPA and the DIVISION shall render mutual assistance in investigation and law enforcement activities, and in court prosecutions, to the fullest extent possible. The FPA will request a wildland fire investigator through the resource ordering system for all fires which may warrant cost recovery actions or is suspicious in nature. The DIVISION and FPA shall collaborate to build fire investigation capacity through training opportunities, resource sharing, and development of qualified INVf personnel. The DIVISION agrees to provide technical support, guidance, or supplemental investigation resources when requested and available.

Cost Recovery

To support successful cost recovery, the DIVISION will coordinate with local District Attorney offices or, where appropriate, the Nevada Attorney General's Office to assist in case preparation and prosecution of human-caused fires. The DIVISION and FPA may also enter into a joint cost recovery agreement, when feasible, to pursue claims on behalf of the public.

Accident Investigations / Claims

Vehicles and equipment furnished under this agreement may be subjected to extreme environmental and/or strenuous operating conditions. These could include but are not limited to unimproved roads; steep, rocky,

hilly terrain; dust; heat; and smoky conditions. As a result, by entering into this agreement, the FPA agrees that what is considered wear and tear under this agreement is in excess of what the vehicle or equipment is subjected to under normal operations.

When an accident occurs involving a vehicle or equipment from an FPA during the response of wildfire, in or out of state, the FPA shall notify the DIVISION as soon as practical. The FPA shall initiate an investigation of the accident following the FPA policy and procedures. All claims must be properly reported and documented through the Finance Section at the incident. If a claim is made after returning to the home unit, the host agency of the incident where the resource was responding must approve the claim in writing. Depending on the type of claim, follow the Standards within Chapter 30 and 70 of the IIBMH. A supply RO and appropriate approval documentation is required to be provided by the FPA to the DIVISION prior to reimbursement. The DIVISION will reimburse the FPA for any repair or replacement of uninsured items and small equipment damaged or destroyed during fire suppression when approved by incident commander and a completed OF-289 Property Loss or Damage Report is submitted to the DIVISION. The DIVISION will reimburse any cost above the insurance reimbursed amount if deemed allowable. The DIVISION will not reimburse for loss or damage which is deemed to be negligence in an investigation or police report.

Fire Management Assistance Grant (FMAG)

The FPA will coordinate with the DIVISION Duty Officer or representative to complete the FMAG request checklist at the earliest sign the incident will grow to a qualifying event and/or into a major disaster. The FMAG request will contain a detailed list of all threatened resources prompting the request.

For FEMA Fire Management Assistance Grant (FMAG) billing, the DIVISION will serve as the lead agency for submission to FEMA. FPAs shall provide an initial estimated cost summary within 25 days of the fire being declared out. The FPA may request an extension to the DIVISION; however, the DIVISION can only approve if FEMA has approved an extension for the DIVISION. Updated estimates shall be submitted every 30 days thereafter until the final billing package is complete. The final billing package should be submitted within 90 days of the fire being declared out unless an extension is requested and approved in writing by the DIVISION.

Cost Share Agreement

The type of cost share methodology utilized will vary according to a great variety of environmental, resource, tactical, political, and other considerations. The following factors should be discussed to clarify how such factors will influence the ultimate selection of the cost share methodology for any given wildland fire:

- A wildfire spreads to a neighboring jurisdiction in a location where fire is not wanted.
- A jurisdiction chooses to accept or receive a wildland fire and manage it for multiple objectives.
- The fire that spreads to another jurisdiction is attributed to a strategic decision, versus environmental conditions (weather, fuels, and fire behavior) or tactical considerations (firefighter safety, resource availability) that preclude stopping the fire at jurisdictional boundaries.
- Amounts and types of resources used for specific portions or actions of the wildfire could be attributed to specific jurisdictions for cost-apportionment.
- Simplicity is desired by the cooperating agencies to cost-apportion evenly.

Examples of cost sharing methodologies may include, but are not limited to, the following:

- When a wildland fire that is being managed for multiple objectives spreads to a neighboring jurisdiction because of strategic decisions, and in a location where fire is not wanted, the managing jurisdiction may be responsible for wildfire suppression costs.
- In those situations where weather, fuels or fire behavior of the wildland fire precludes stopping at jurisdiction boundaries, cost share methodologies may include, but are not limited to:
 - Each jurisdiction pays for its own resources – fire suppression efforts are primarily on jurisdictional responsibility lands.
 - Each jurisdiction pays for its own resources – services rendered approximate the percentage of jurisdictional responsibility, but not necessarily performed on those lands.
 - Cost share by percentage of ownership. (aka black acres)
 - Cost is apportioned by geographic area or percent of effort. This method must be decided up front and all resources must be tracked daily to ensure accuracy of cost apportionment.
 - Reconciliation of daily costs (for larger, multi-day incidents). This method relies upon daily agreed to costs, using Incident Action Plans or other means to determine multi-agency contributions.

Billing Procedures

Only reasonable and prudent expenses incurred for wildland fire suppression and support activities will be eligible for reimbursement. To be allowable and reimbursable, these costs must meet the following conditions:

1. Cost Basis:
Expenses must reflect actual costs and be consistent with established rates on file with the DIVISION.
2. Jurisdiction:
Reimbursable activities must occur:
 - a. Within the FPA's jurisdiction; or
 - b. Under a cost-share agreement involving Federal Agencies on adjacent or co-managed lands.
 - c. When on other agency jurisdictions when an FMAG has been approved; or
 - d. When on other agency jurisdictions and the fire has gone beyond the mutual aid period and resources have been shared under other agreements.
3. Documentation Requirements:
Each reimbursable expense must be supported by one or more of the following documents:
 - a. A valid RO,
 - b. A NDEM Request for Assistance (RFA), or
 - c. An official WildCAD incident record.
4. FPA Responsibilities:
 - a. It is the FPA's responsibility to secure proper authorizations from the incident.
 - b. FPAs participating under the DIVISION's WFPP must be registered FBS users.
 - c. All expenses must be submitted through the online FBS to be reimbursed.
 - d. It is the FPAs responsibility to track resources and costs associated with wildland fires, including the costs of resources assigned during the mutual aid period and to submit a complete package to the DIVISION for reimbursement.
5. Fire Tracking and Border Incidents:
 - a. Each fire is tracked individually using fire names, codes, reports, and function codes.
 - b. Fires occurring on Nevada lands but assigned out-of-state designators (border fires) will be reviewed on a case-by-case basis and may be included in state-level consolidated billing.
6. Billing and Cost Reconciliation Process:
 - a. The DIVISION is responsible for managing consolidated billing in FBS, including all agency and cost-share data.

- b. Each responding FPA must track and enter actual incident costs into FBS as they become available.
- c. Costs are subject to audit and verification. Disputes over cost shares, severability, or cost validity will be resolved via a cost adjudication meeting involving all billing entities.
- d. Once discrepancies are resolved, a final bill will be issued. Any post-reconciliation adjustments will be handled jointly by parties involved.

7. Billing Deadlines:

- a. Out of state fires (Account 4193)
 - i. FPA must begin an entry in FBS within 30 days following return to duty location.
 - ii. Complete billing packages must be submitted in FBS within 90 days, unless a written extension is requested and approved.
 - iii. FPA must request a written extension 30 days prior to the 90-day deadline. DIVISION will respond within 2 weeks of receipt with an affirmative with a new deadline or in denial.
- b. In state and border fires (Account 4196)
 - i. FPA must begin an FBS entry within 60 days of fire being declared out for all non-FMAG fires.
 - ii. FPA must begin an FBS entry within 30 days for all FMAG approved fires.
 - iii. FPA must submit a final billing package within 90 days unless an extension is approved in writing.
 - iv. FPA must request a written extension 30 days prior to the 90-day deadline. DIVISION will respond within 2 weeks of receipt with an affirmative with a new deadline or in denial.

For both in and out of state fires, bills submitted by the FPA with deficiencies will be rejected by the DIVISION in FBS and the DIVISION will notify the FPA of this action and the need for the FPA to remedy deficiencies. All deficiencies must be corrected and the bill resubmitted and accepted as adequate within the 90-day timeframe, unless there is a written, approved extension.

For both in and out of state fires, the DIVISION will reimburse the FPA for wildland fire response within 180 days after receiving a final bill from the FPA so long as DIVISION funding is available. When funding is not available or exceeds the 180-day time frame the DIVISION will notify the FPA in writing that funds are insufficient with projected reimbursement timeframes.

Billing Content

The following items will be included as a minimum for each bill. Provide as a minimum on each invoice/bill:

- Agency name, address, phone number, and agency financial contact
- Invoice or bill number
- Agreement number
- Incident name and number
- Dates of the incident covered by the billing
- Appropriate fire code or charge code
- Summary cost data for the amount being billed or fully signed cost share split spreadsheet. Summary data may include but is not limited to, a list of personnel, travel, and equipment expenses; and a listing by vendor's name and amount spent on supplies and services procured with all appropriate backup (i.e., RO, SO, CTR/OF-288, etc.).

Generally, cost source documents will not be required unless summary cost data is disputed, there is an approved Fire Management Assistance Grant, or unless specific agency regulations require cost source documents. At times, supplemental information, summary data or additional billing documentation may be requested by the DIVISION and provided if agreed upon by the parties. Requests for additional

documentation or clarification to bills will be made electronically to the DIVISION at ndffirebilling@forestry.nv.gov.

Billing Rates / Fire Rate Agreement (FRA)

The FPA is required to develop a Fire Rate Agreement (FRA) and upload it into the Fire Billing System (FBS) and will be stored in FBS until updated by the FPA. The DIVISION's IBU staff are available by request to assist the FPA through the process using FBS. The FRA will identify all equipment available for fire assignments, set hourly rates, or daily rates and identify minimum and standard staffing levels for each piece of equipment. Minimum staffing levels identified should be in accord with those defined by NWCG standards, the NFPA standards, and the FPA's policies and procedures on initial attack. Changes to the FRA within FBS shall be reviewed and updated by the FPA, if necessary, by **July 1, annually**. Any FPA updates after this date must be communicated with the DIVISION as both parties will need to electronically sign within FBS in order for the equipment to be available for assignment and reimbursement.

Qualifying Expenses

Documented costs incurred as the result of an incident are reimbursable. 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. Qualifying expenses include, but are not limited to, the following:

1. Assistance by Hire (ABH) resources, including during mutual aid. ABH resources are aviation assets, hand crews, and contracted equipment. (see Wildfire Suppression section for more details).
2. Mobilization of state and local government task forces which are ordered by the DIVISION on high fire danger threat periods for quick initial attack.
3. FPA overhead personnel costs not specifically assigned to the incident such as a Fire Chief or Agency Administrator/Representative.
4. Extended attack resources, approved ABH, services and supplies with a RO and/or Supply number provided by dispatch and/or incident.
5. Vehicles, equipment, and apparatus utilizing the established FBS billing rates based on actual operating costs either hourly or daily. The hourly rate is only reimbursed for the hours the vehicle or equipment is in use or in travel status. The FPA must update billing rates in Fire Billing Systems (FBS) annually for the FPA vehicles, equipment, and apparatus or they will be reimbursed at the current listed FBS billing rates available. FPA must delineate whether the FRA rates include fuel or not. If not, fuel is an allowable expense.
6. Incident Command Post set-up and operational costs.
7. Lodging, meals, and incidentals for assigned incident personnel will be reimbursed at the GSA conus rates established by the city and state of the incident location.
8. Transportation to/from the Incident for assigned resources.
9. Any repairs needed to vehicles or equipment from damage occurred during fire suppression with a formal FPA Incident investigation, IC approval and a completed OF-289 "Property Loss or Damage Report". (See guidance above in section, Accident Investigations / Claims)
10. Aircraft, airport fees, retardant and other fire chemical costs, airbase personnel and associated aviation support required as part of the approved response.
11. FPA costs of individuals either assigned to the incident, or station backfill, for salary, benefits, and overtime including premium pay when it is earned according to the policies, laws, and rules governing the employees of the FPA. The FPA can either request reimbursement for a responding resource or the backfill covering the responding resources' shift. In no case will both be reimbursed within the same response. Reimbursement for personnel costs must utilize the established billing

rates based on actual operating costs. All bills will be submitted with time keeping documentation such as an OF-288, crew time report (CTR), or similar documentation that shows hours worked or hours the personnel participated in the incident.

12. Proposition/Severity assignments ordered by the DIVISION. Any other actions, including non-suppression, will require a supplemental agreement for any exchange of funding or resources.
13. Incident Management Team, mobilization, and support cost.
14. FPA's liability for Cost Share percentages.
15. Reimbursement for additional dispatching support personnel is allowable when requested via Resource Order (RO) or when documented as providing direct wildfire-related support through local 911 dispatch systems. For 911 dispatchers not assigned via RO, agencies must provide payroll documentation, incident logs, or other verifiable records (e.g., CAD reports, shift logs, overtime slips) that demonstrate the hours worked in direct support of wildfire incidents. Pre-coordination with the DIVISION is encouraged where possible.
16. Rental equipment will be reimbursed if requested by the incident and noted on the RO.
17. Crew roster changes must be initiated by the incident and have a RO or have documentation from the incident to be eligible for reimbursement.
18. Agency owned vehicles (AOV) and rental vehicles that are utilized to respond or accompany single resource personnel to incidents must be approved by the incident and listed on a RO to be eligible for compensation.
19. Fire suppression damage repair.
20. Administrative fees or fire invoice processing fees directly associated with administrative costs borne by the FPA in the processing of fire bills and/or providing wildfire suppression on an individual fire. This cost could be billed directly with backup associated with each line item (i.e., timesheets or bills directly associated with costs requested for reimbursement), or indirectly as a percentage of all administrative costs associated with the billing of the fires as a percentage of the total bills processed per year (i.e., two billing personnel and their associated operating costs spread across all bills that year). If the FPA charges indirectly for these costs, they must provide the DIVISION the backup methodology for the administrative/invoice processing fee. Inadequate backup or rates not tied directly to associated fire billing costs, will be sent to the review committee for final determination of eligibility.
21. FPA contracted vendor services, with proof of contract and entered into the direct vendor payment tab or included in FBS reimbursement. If entered in the direct vendor payment tab, the vendor must be notified by the FPA of the requirement to register with the State of Nevada Controllers Office. If the vendor refuses or is unable to sign up, the FPA is responsible for paying first and seeks reimbursement from the DIVISION.

Non-Qualifying Expenses

Non-qualifying expenses include, but are not limited to:

1. Costs submitted outside of FBS.
2. Bills submitted outside of the 90 days following the return to the Home Unit without written extension approval.
3. Mutual aid costs other than ABH.
4. Resources demobilized before the end of the mutual aid period, even if the fire exceeds the mutual aid period.
5. FPA vehicle or equipment repair/maintenance costs that are not associated with identified wildland fire response or considered normal wear and tear.
6. Negotiated indirect cost rate agreements (NICRA) or other indirect rates that include general agency operations outside fire billing or direct association with fire suppression (as outlined above in Qualifying Expenses).

7. Non-expendable (non-consumable) accountable property, such as fax machines, and mobile air conditioners.
8. Claims and award payments from legal actions.
9. Interest and indemnities payments from legal actions.
10. FPA fire rehabilitation beyond suppression damage repair.
11. Any expense incurred for activities outside of a wildfire incident without a supplemental project agreement, separate agreement, or other appropriate written document, executed by the authorized signatories of the involved parties within their legal authorities.
12. Crew roster changes or rotations of individuals, vehicles, rentals, airfares, and supplies not approved by the incident.
13. Escaped prescribed burn costs of FPA.