

COOPERATIVE FIRE PROTECTION AGREEMENT
Between

WASHOE COUNTY, STATE OF NEVADA
(DUNS #073786998)

And

USDA FOREST SERVICE
HUMBOLDT-TOIYABE NATIONAL FOREST
(DUNS #929332484)

And

USDI BUREAU OF LAND MANAGEMENT
CARSON CITY DISTRICT
WINNEMUCCA DISTRICT
NORCAL DISTRICT
(DUNS #084359236)

This Cooperative Fire Protection Agreement is made and entered into by and between the United States Department of Agriculture, Forest Service (USFS), Humboldt-Toiyabe National Forest (HTF), individually referred to as Forest Service; United States Department of Interior, Bureau of Land Management, Carson City District; Winnemucca District; and NorCal District, collectively referred to as BLM; and Washoe County, hereinafter referred to as the County, hereinafter referred to as the County. When represented jointly the Forest Service and BLM will be referred to as Federal Agencies. Collectively, all will be referred to as Parties.

The above Parties are acting under the authority and provisions of:

- Reciprocal Fire Protection Act of May 27, 1955 (42 U.S.C. 1856a)
- The Federal Land Policy and Management Act of 1976 (43 U.S.C. 1748 et seq.)
- The Timber Protection Act of September 20, 1922 (42 Stat. 857; U.S.C. 594)
- Wyden Amendment, Section 323(A) of the Department of the Interior and Related Agencies Appropriations Act, 1999 as included in Public law 105-277, Div. A, Section 101(e) as amended by PL 109-54, Sec. 434 and the Omnibus Public Lands Act, PL 111-11, Sec. 3001 National Indian Forest Resources Act (PL 101-630, Title III)
- Robert T. Stafford Act Disaster Relief and Emergency Assistance Act, Public Law 93-288
- Homeland Security Act of 2002 (H.R. 5005-8)
- Homeland Security Presidential Directive-5 (HSPD-5)
- Post-Katrina Emergency Management Reform Act of 2006. (P.L. 109-295, 120 Stat. 1355)
- The Granger-Thye Act of 1950 (16 U.S.C. 572)
- The Cooperative Funds and Deposits Act of 1975 (16 U.S.C. 565a 1-3)
- Nevada Revised Statutes Chapter 277

- Disaster Relief Act of May 22, 1974 (42 USC 5121 as amended)
- Nevada Revised Statutes Chapter 474
- Nevada Revised Statutes Chapter 266
- Nevada Revised Statutes Chapter 414 Emergency Management
- Department of the Interior and Related Agencies Appropriations Act, 1999 as included in Public law 105-277, Div. A, Section 101(e)
- Taylor Grazing Act of June 28, 1934 (48 stat. 1269; 43 USC 315)

I. PURPOSE

The purpose of this Agreement is to provide for cooperation in the wildland fire management (prevention, detection and suppression of wildland fires) and in all-hazard emergency support function activities as requested and authorized. This agreement also facilitates the exchange of personnel, equipment, facilities, aircraft, supplies services, and funds among the agencies.

This Agreement describes the conditions in which “mutual aid” periods are established to provide resources to each other on a non-reimbursable basis. This Agreement also describes the conditions of "Assistance by Hire" on a reimbursable basis. This agreement can be used to provide resources for Federal Incident Management Teams.

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

II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS

The Federal Agencies have the responsibility for prevention, protection and suppression of wildland fires on federally administered lands, and on adjacent or intermingled State and private forested/range lands as identified through written agreement.

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

Therefore, it is mutually advantageous, and in the public interest, for the Parties to coordinate their efforts in the prevention, detection, and suppression of wildland fires in and adjacent to their areas of responsibility.

It is also mutually advantageous for the Parties to provide support and participate in presidentially declared emergencies and disasters.

III. DEFINITIONS

1. **Administration/ Planning:** Parties will work together for joint pre-incident planning and administration preparation to coordinate incident operations including development of response plans for high-hazard communities.

2. **Agency Representative:** This Incident Command System position serves as the point of contact for an assisting or cooperating agency which has been delegated authority to make decisions on all matters affecting that agency's participation at the incident.
3. **Agency Administrator:** The official responsible for the management of a geographic unit or functional area. The managing officer of an agency, division thereof, or jurisdiction having statutory responsibility for incident mitigation and management. Examples: NPS Park Superintendent, BIA Agency Superintendent, USFS Forest Supervisor, BLM District Manager, FWS Refuge Manager, State Forest Officer, Tribal Chairperson, Fire Chief, Police Chief.
4. **Boundary Line Fire:** Fire occurrences on lands of intermingled and/or adjoining protection responsibilities.
5. **Closest Forces Concept:** Dispatch of the closest available initial attack suppression resources.
6. **Extended Attack Fire:** A fire which has exceeded, or is expected to exceed initial attack capabilities or prescription.
7. **Fee Basis Acquisition of Services:** One agency provides fire management services on the lands under the jurisdiction of another and payment is provided for the service. For a given fee, one agency can become the protecting agency for the other. The fee (or cost) is the price for the work agreed to be performed on each acre of land.
8. **Fire Management Activities and/or Services:** Any or all activities that relate to managing fire or fuels on lands under the jurisdiction of any agency to this Agreement. Activities include, but are not limited to: suppression, prescribed fire/fuels management, fire analysis/planning, rehabilitation, training, prevention, public affairs, and other beneficial efforts.
9. **Geographic Area Coordination Center (GACC):** The physical location of an interagency, regional operation center for the effective coordination, mobilization and demobilization of emergency management resources. A coordination center serves federal, state and local wildland fire agencies through logistical coordination of resources throughout the geographic area, and with other geographic areas, as well.
10. **Division of Emergency Management Coordination Center (DEMC):** This coordination center is recognized as a local center under the Sierra Front Interagency Dispatch Center and /or Great Basin Coordination Center (GBCC) and serves Nevada State (excluding the NDF) and local government agencies through logistical coordination of resources within the Great Basin and other geographic areas utilizing the Resource Ordering and Status System (ROSS).
11. **Initial Attack:** A preplanned response to a wildfire given the wildfire's potential. Initial attack may include size up, patrolling, monitoring, holding action or suppression.
12. **Initial Attack Fire:** A fire that is generally contained by the first dispatched fire suppression resources without significant augmentation or reinforcement.

13. **Initial Attack Area:** An identified area in which predetermined resources would normally be the initial resource to respond to an incident as identified in the jurisdictional maps in the Operating Plan (OP).
14. **Interagency:** Involvement of two or more agencies to this Agreement.
15. **Jurisdictional Agency:** The Agency having land and resource management and/or protection responsibility for a specific geographical or functional area as provided by federal, state or local law or agreement.
16. **Mutual Aid (Reciprocal Fire Suppression):** Reciprocal fire suppression is the act of helping the protecting Agency to suppress wildfires. Reciprocity is attained by agreeing among agencies regarding the kind, location and numbers of firefighting resources which will automatically be made available as part of the initial response to a wildfire, regardless of the protecting Agency. The kind, location, and numbers of resources which constitute reciprocity are defined in the Operating Plan (OP). Reciprocity may be thought of as the implementing mechanism of the closest forces concept.
17. **Off Season:** This period is defined as the period of time where Federal Agencies typically do not have their initial attack resources readily available and local government resources utilized will be considered assistance by hire. Off season dates are defined in the OP.
18. **Operating Plan - Statewide:** A plan which will include all statewide considerations. This will be developed at the state level and approved by affected federal, tribal, and state agencies.
19. **Operating Plan – Local Sub-geographic Area:** A plan generated at a local sub-geographic level and authorized by Unit Administrators for implementing the Master Cooperative Wildland Fire Management Agreement in their respective areas of responsibilities.
20. **Personal Protective Equipment (PPE):** Based on National Wildfire Coordinating Group (NWCG) standards equipment and clothing required to mitigate the risk of injury from or exposure to hazardous conditions encountered during the performance of duty.
21. **Preparedness:** Activities that lead to a safe, efficient, and cost effective fire management program in support of land and resource management objectives through appropriate planning and coordination.
22. **Prescribed Fire:** Any fire intentionally ignited by management actions in accordance with applicable laws, policies, and regulations to meet specific objectives.
23. **Prevention:** Activities directed at reducing the incidence of fires, including public education, law enforcement, personal contact and the reduction of fuel hazards (fuels management).
24. **Procurement Documents:** Agency specific financial obligation documents.
25. **Protecting Agency:** The Agency responsible for providing direct incident management within a specific geographical area pursuant to its jurisdictional responsibility or as specified and provided by federal or state law, contract, cooperative agreement, etc.

26. **Protection:** The actions taken to limit the adverse environmental, social, political, economic, and community values at risk.
27. **Protection Area:** That area for which a particular fire protection organization has the primary responsibility for attacking and uncontrolled fire and for directing the suppression action.
28. **Protection Area Maps:** Official maps which identify areas of direct fire protection responsibility for each agency.
29. **Protection Boundary:** The exterior perimeter of an area within which a specified fire agency has assumed a degree of responsibility for wildland fire control. It may include land in addition to that for which the agency has jurisdiction or contractual responsibility.
30. **Reimbursable Costs:** All costs associated with operations and support ordered on a resource order or project plan by or for an incident or project within the provisions of this Agreement. Actual costs may include, but are not limited to, the following:
- a. Agency costs for transportation, salary, benefits, overtime, backfill for personnel assigned to an incident, project or prepositioning of resource and per diem of individuals assigned to the incident or project.
 - b. Additional support dispatching, warehousing or transportation services supporting a resource order.
 - c. Cost of equipment in support of the incident such as contract equipment, approved equipment repairs, and operating costs for agency equipment (use). For long duration assignments (greater than 30 days), Fixed Ownership Rates (FOR) may be charged to the incident for each completed 30-day period.
 - d. Aircraft, airport fees, and retardant and other fire chemical costs.
 - e. Agency-owned equipment and supplies lost, damaged, or expended by the supporting agency.
 - f. Cost of supplies expended in support of the incident. Supplies are defined as per National Mobilization Guide.
 - g. Charges from state-provided resources.
 - h. Federal, State and local agency equipment rates listed in the rate schedule are considered "wet" and operating costs (such as fuel) should be factored into the rate schedule. Fuel, oil and other operating supplies provided at the incident are billable by the incident agency. Operating supplies for rental vehicles are reimbursable and may be billed to the incident agency.
31. **Servicing Dispatch Center:** The dispatch center of the federal agency or County who supports the initial response resources and/or first qualified agency fire officer on-scene who assumes command responsibility.
32. **Supplemental Fire Department Resources:** Overhead tied to a local fire department generally by agreement, which are mobilized primarily for response to incidents or wildland fires outside their district or mutual aid zone. They are not a permanent part of the local fire organization and are not required to attend scheduled training, meetings, etc. of the department staff.

33. **Supplemental Fire Suppression and Cost Share Agreement:** A document prepared to distribute costs on a multi-jurisdictional incident.
34. **Supporting Agency:** An agency providing suppression or other support and resource assistance to a protecting agency.
35. **Suppression:** Management action to extinguish a fire or confine fire spread beginning with its discovery.
36. **Third Party:** A municipal or rural fire district that does not have a local agreement with a federal agency but is formally recognized by their respective state and has entered into a local agreement with the state for fire management services.
37. **Unit Administrator:** The individual assigned administrative responsibilities for an established organizational unit, such as Forest Supervisor for the Forest Service, District Manager for the Bureau of Land Management, Agency Superintendent for the Bureau of Indian Affairs, Park Superintendent for the National Park Service, and Project Leader for Fish and Wildlife Service, State Forester/Fire Warden for Nevada Division of Forestry (NDF) and local jurisdiction administrator.
38. **Wildfire:** An 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.
39. **Wildland Fire:** A non-structure fire that occurs in vegetation or natural fuels. Wildland fires are categorized into two distinct types:
- a. **Wildfires** – Unplanned ignitions or prescribed fires that are declared wildfires
 - b. **Prescribed Fires** – Planned ignitions

IV. GENERAL PROVISIONS

OPERATING PLANS. The Parties will meet annually, prior to the initiation of fire season (recommend by April 1) to prepare an Operating Plan (OP). This OP will include mutual aid time/duration and distance/boundaries; command structure; communications; qualifications; reimbursement/compensation; cooperation; agency reviews and investigations; dispatch center operations; protection area maps for all Parties and any other items identified in this Agreement as necessary for efficient implementation. The OP shall become attached to and a part of this Agreement. If an OP has not been executed for the current year, the last executed OP shall be used.

RECIPROCAL FIRE PROTECTION (Mutual Aid). As deemed appropriate, the Parties will establish reciprocal initial attack areas for lands of intermingled or adjoining protection responsibilities. Within such areas supporting Parties will, upon request or voluntarily, take initial attack action in support of the Protecting Party. The length of mutual aid period should not exceed 24 hours, unless specifically stated by agreement or contract, and will be documented in the OP.

ASSISTANCE BY HIRE. Assistance by Hire is the provision of fire suppression resources, by one Party to another, on a reimbursement basis. All requests to hire fire protection assistance must be

clear and precise and shall be processed and recorded through the dispatching systems of the Parties. Requests not processed in this manner will not be reimbursable. Personnel, equipment, supplies or services provided by the Supporting Party and essential to filling the resource order, which are necessary and reasonable, shall be considered as reimbursable as Assistance by Hire. The County may provide out-of-region assistance as defined within the Nevada Intrastate Mutual Aid System Operating Plan to the federal agencies when requested. Maps for this region will be attached to the OP. Such assistance will be Assistance-by-Hire unless otherwise specified as mutual aid in the OP pursuant to this agreement.

Local fire department personnel responding to incidents on BLM lands must:

- be 18 years of age or older;
- have and use the required personal protective equipment (PPE) found in the *Interagency Standards for Fire and Fire Aviation Operations* (“Red Book” Ch. 7); and
- have a basic level of wildland fire training. The National Wildfire Coordinating Group (NWCG) course S-190 and S-130 are recommended, both courses can be modified to fit local needs.

Non-dispatched resources from any party will be considered a voluntary contribution.

All resources provided by the County for suppression activities on federally administered lands during the “off season” will be considered assistance by hire. This period is defined as the period of time that Federal Agencies typically do not have their initial attack resources readily available. Off season dates are defined in the OP.

The Federal Agencies and the County will provide current rate schedules and updates when rates change. The rates will be posted and updated in the OP.

Fire engines (all types), water tenders (all types) and initial attack overhead are mutual aid resources. All other resources, personnel and equipment are assistance by hire including personnel assigned to recognized incident management teams. Aircraft and hand crews and their associated support costs are considered assistance by hire.

REQUESTED ASSISTANCE. Outside initial attack areas, when requested by the Protecting Party, the Supporting Party will, within their capability, provide initial action or other support on wildland fires. Such requested assistance is reimbursable.

CLOSEST FORCES. The County and the Federal Agencies agree to aggressively pursue initial attack plans that utilize “Closest Forces” wherever appropriate, and to identify preplanned initial attack areas within their respective jurisdictions. This philosophy dictates that the closest available appropriate resources, regardless of ownership, shall be utilized initially. The emphasis to get the closest resources to respond to initial attack fires is in the best interest of all Parties. The first qualified agency fire officer on-scene shall assume command responsibility, and will transition to a qualified incident commander upon their arrival. The servicing dispatch center shall be notified of all changes in command as soon as possible. This philosophy will also be applied to ongoing incidents whenever there is a critical and immediate need for the protection of life and property. Beyond “initial attack”, this concept is modified and the Protecting Party will request the “most appropriate resource” to aid in the suppression of a wildfire.

INDEPENDENT ACTION. Except as otherwise described in the OP, any Party on its own initiative and without reimbursement may go upon lands protected by another Party to suppress wildfires, if the fire is a threat to property within that Party's protection responsibility. In such instances, the Party taking action will promptly notify the Protecting Party.

If either Party takes action on an incident independently, the Supporting Party will furnish the Protecting Party a preliminary report (verbal) within 24 hours of the action taken and a written incident report within ten (10) days.

ALL HAZARD RESPONSE. The Federal Agencies shall not respond to all hazard incidents (i.e., structure fires, vehicle fires or traffic accidents) in lieu of the County. The County has the authority to mitigate any all hazard incidents considered to be a hazard to the public. The Federal Agencies may, as trained and available, respond to such incidents when adjacent wildlands covered under this Agreement are threatened by fire from such incidents

NOTIFICATIONS. Supporting Party will promptly notify the Protecting Party of fires burning on or threatening lands for which that Party has protection responsibility. When taking action, the Supporting Party will, as soon as possible, notify the Protecting Party in accordance with the OP, detailing what equipment and personnel have been dispatched to the incident location.

BOUNDARY LINE FIRES. Boundary line fires will be the initial attack responsibility of the Protecting Parties on either side of the boundary. Neither party will assume the other is aware of the fire or is taking action. Each party will make every reasonable effort to communicate with the other Parties concerning the fire. The officer-in-charge who arrives first at the fire will act as initial attack Incident Commander. When all Parties have arrived, they shall establish a command structure including Unified Command, as appropriate and notify the servicing dispatch center.

COST SHARING. Whenever multiple jurisdictions are affected due to the location of a fire, it is mandatory to develop and implement a Cost Share Agreement (or Apportionment Process, if applicable). The Operating Plan must address how the Parties to this Agreement will handle cost-sharing for wildland fires that spread to another jurisdiction.

The Agencies agree that all reasonable and necessary costs incurred to meet the protection responsibilities within an Agency's Direct Protection Area will be the responsibility of that Agency.

Typically, suppression actions and their associated costs are driven by perceived threat to values at risk. Values at risk may, in turn, require more intense suppression efforts and, therefore, higher suppression costs in one Agency's direct protection area than in another. These situations will be considered when determining each Agency's share of the costs for an incident, along with simple and equitable cost sharing.

Incidents within the mutual aid period not utilizing assistance by hire resources do not require a cost share.

If the County is covered under a Wildland Fire Protection Program (WFPP) agreement with NDF and the incident falls under that agreement, NDF will be a signatory party on the cost share.

COMMUNICATION SYSTEMS. The Parties agree to share the use of communication systems, radios and radio frequencies for the execution of this Agreement. Sharing of frequencies must be approved only by authorized personnel for each Party and documented in the OP. Pre-identified incident communication protocols will be established and followed (e.g., frequencies plans, points of contact, and interoperable radio hardware).

FACILITIES, EQUIPMENT AND SUPPORT The Parties may procure, loan, lease, share or exchange facilities, equipment and support services. This may include, but is not limited to, such things as dispatch centers, training facilities, administrative offices, fire stations, air attack bases, lookouts, warehouses, vehicles, fire equipment, remote automated weather stations, lightning “detection” equipment and communications equipment. OPs may outline conditions for specific situations. Whenever it has been mutually agreed, fees for such use, as might be found in special use permits or other similar documents, may be waived. Any operational costs required for such proposed use may be shared and/or reimbursed. Any shared cost or reimbursements will be governed in accordance with the existing policy of involved Parties.

NATIONAL INCIDENT MANAGEMENT SYSTEM. The Parties to this Agreement will operate under the concepts defined in the National Incident Management System (NIMS) including: the Incident Command System (ICS), qualification system, training system, the management of publications, and participate in the review, exchange, and transfer of technology as appropriate for providing qualified resources, and for the management of incidents covered by this Agreement. During initial attack, all agencies will accept each other’s training and qualifications, and equipment standards. Once jurisdiction is clearly established, the standards of the jurisdictional agency shall apply.

DETERMINATION OF CAUSE AND PRESERVATION OF EVIDENCE. The Parties will attempt to protect the point of origin of the fire and evidence pertaining to the fire cause. On initial attack actions, the Party taking the action is responsible to gather and preserve evidence and information pertaining to the origin and cause of the fire. To the extent permitted by applicable County, State and Federal laws, the Parties will cooperate to jointly investigate wildland fires of mutual interest and provide the appropriate jurisdictional Party with investigation files relative to specific fires. Each Party will promptly notify the other Parties when there is potential for cost recovery on a fire occurring on lands under the jurisdiction of the other Party.

TRAINING. The Parties will cooperate to insure that jointly provided training will produce safe and effective fire and aviation programs. The intent is to provide high quality training that will minimize training costs by sharing of resources, standardization of courses, improve firefighting efficiency and safety. Each Party will bear the cost of training for their respective employees unless specifically addressed in the OP.

EQUIPMENT. Equipment owned and used by either Party to suppress fires on lands for which the other is responsible shall normally be operated, serviced, and repaired by the owning Party. This includes fuel, lubricants, and maintenance. See III.31 Definitions, reimbursable equipment costs. Special rates for Federal Excess Personal Property (FEPP) equipment will be displayed in the rate schedule, which eliminates any purchase or replacement costs for the apparatus. Drivers and equipment operators will hold appropriate operating licenses to meet their respective County, State and Federal regulations.

BILLING PROCEDURES. The Supporting Party will bill the Protecting Party for actual costs incurred for assistance provided and identified as reimbursable. Reimbursable costs include all costs associated with the direct fire operations and incident support ordered by or for the incident (except as otherwise described in reciprocal initial attack and independent action situations or cost share agreements). All billing packages will include documentation showing the order was processed through and tracked by the Protecting agency. This request process requires the servicing dispatch center to notify the Federal Agency duty officer prior to submission of the request to DEMC.

For reimbursement under the terms of this agreement all resource orders beyond initial attack must be mobilized and processed by an interagency dispatch center.

Reimbursable costs may also include transportation, salary, benefits, overtime, and per diem of County personnel assigned to Incident Management Teams and those resources dispatched to other miscellaneous assignments. Rates and conditions of use for the equipment and personnel will be mutually agreed to and documented in the OP. Reimbursement will not be provided for both the “backfill” resource and resources mobilized to an incident for the same time period (i.e., Only one type of resource may be billed per day – either the backfill resource or the incident resource. Occasionally, more than one person may be required to fulfill an agency’s backfill shift requirement. In those cases, no more than 24 hours per day will be billed for the backfill resources.).

On fires where costs are incurred pursuant to the terms of this agreement, the Supporting Party shall submit a bill or estimate for reimbursement as soon as possible, but no later than 180 days after the fire is declared out. If the total cost is not known at the time of initial billing, a partial bill or estimated bill, so identified, may be submitted. Payment shall be made to the Supporting Party within 90 days after receipt of the billing invoice.

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

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

Wildland Fire Protection Program (WFPP) - If the County is covered under a WFPP agreement with NDF and the incident falls under that agreement, billings may be submitted to NDF. Costs for incidents that do not fall under a WFPP agreement shall be billed to the appropriate Federal Agency.

INDIRECT COST RATES - COOPERATIVE FIRE PROTECTION. When indirect cost rates are applied to federal reimbursements, the Parties agree to the following:

1. If the payment recipient has never received or does not currently have a negotiated indirect cost rate, they are eligible for a de minimis indirect cost rate up to 10% of Modified Total Direct Costs (MTDC). MTDC is defined as all salaries and wages, fringe benefits, materials and supplies, services, travel, and contracts up to the first \$25,000 of each contract.
2. For rates greater than 10%, the payment recipient shall provide either an applicable negotiated indirect cost rate agreement (NICRA) from a cognizant Federal agency, or an indirect cost rate summary in a format that clearly defines the indirect cost rate and MTDC.

3. The payment recipient must maintain adequate documentation to support the methodology and computation of the indirect cost rate. Documentation must be made available to the Federal agency upon request.
4. Failure to provide adequate documentation supporting the indirect cost rate could result in disallowed costs and repayment to the Federal agency.

APPROPRIATED FUND LIMITATION. Parties to this agreement are not obligated to make expenditures of funds or reimbursement of expenditures under terms of this agreement unless the Congress of the United States of America appropriates such funds for that purpose by the County of Washoe.

FIRE PREVENTION. Parties agree to share responsibilities and materials for fire prevention activities. Materials may include posters for display in public buildings, businesses and the like. Parties will share responsibility for fire protection and rural fire safety presentations and demonstrations.

NONDISCRIMINATION. The County shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive orders, regulations, and policies. These include, but are not limited to Sections 119 and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, participation in any public assistance program, or disability.

FREEDOM OF INFORMATION ACT (FOIA) Public access to agreement records shall not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to “Freedom of Information” regulations (5 U.S.C. 552).

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

Principal District Contacts:

| District Program Contact | District Administrative Contact |
|--|--|
| Name: Kate Thomas Address: P.O. Box 11130 City, State, Zip: Reno, NV 89520 Telephone: (775) 328-2008 FAX: Email: kathomas@washoecounty.us | Name: Brian Bunn Address: P.O. Box 11130 City, State, Zip: Reno, NV 89520 Telephone: (775) 378-6126 FAX: (775) 326-6003 Email: bbunn@tmfpd.us |

Principal Forest Service Contacts:

| Forest Service Program Manager Contact | Forest Service Administrative Contact |
|--|--|
| Name: Michael Wilde Address: 1536 S. Carson St. City, State, Zip: Carson City, NV 89701 Telephone: (775) 884-8145 FAX: (775) 884-8199 Email: mwilde@fs.fed.us | Name: Irene Burkholder Address: 1200 Franklin Way City, State, Zip: Sparks, NV. 89431 Telephone: 775-355-5364 FAX: 775-355-5399 Email: imburkholder@fs.fed.us |

Principal Bureau of Land Management Contacts:

| Bureau of Land Management Program Manager Contact | Bureau of Land Management Administrative Contact |
|--|--|
| Name: Dennis Strange Address: 5665 Morgan Mill Road City, State, Zip: Carson City, NV 89701 Telephone: (775) 885-6103 FAX: (775) 885-6106 Email: dstrange@blm.gov | Name: Bianca Acosta Address: 5665 Morgan Mill Road City, State, Zip: Carson City, NV 89701 Telephone: (775) 885-6123 FAX: (775) 885-6106 Email: bacosta@blm.gov |

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

FIRE RESTRICTIONS AND CLOSURES. Parties will coordinate restrictions and closures to the extent practicable.

PRESCRIBED FIRE AND FUELS MANAGEMENT. The Jurisdictional Party will inform all Parties of prescribed fires it is managing. Support during a prescribed burn is not covered under this Agreement. The agencies to this agreement may provide assistance to one another as requested and agreed to for the purposes of performing fuels management work. Conditions of the assistance and details related to reimbursement will be agreed to and documented in a separate instrument.

EMPLOYMENT POLICY. Employees of the Parties of this Agreement shall at all times be subject only to the laws, regulations, and rules governing their employment, regardless of incident location, and shall not be entitled to compensation or other benefits of any kind other than specifically provided by the terms of their employment.

RECIPROCAL WAIVER OF CLAIMS. Except as otherwise provided in this agreement, all Parties to this agreement hereby waive claims between and/or against each other arising from the performance of this agreement, for compensation for loss or damage to each other's property, and personal injury including death of employees, agents, and contractors, except that this waiver shall not apply to intentional torts.

Federal Agencies or Cooperators may reimburse each other providing resources were ordered through the dispatch system for the cost of emergency apparatus or equipment loss or damage where the loss or damage is directly attributable to the incident, and where the local agency, its employees, and/or operational failures in the emergency apparatus or support equipment are not a contributing factor to such damage or loss. Loss or damage to local agency emergency apparatus or support equipment while travelling to or from an incident, and repairs due to normal wear and tear or due to negligent or unlawful operation by the operator shall be the responsibility of the local agency providing the emergency apparatus or support equipment.

Loss or damage to local agency emergency apparatus or support equipment occurring on an incident as provided in this agreement is to be reported to the incident finance section or incident agency to ensure proper documentation and investigation are completed.

If any Party is not able to resolve a claim regarding compensation, reimbursement, damage or equipment repair through negotiation with an assigned Incident Management Team or local incident agency, they should contact the appropriate agency's administrative office in Nevada.

Agencies will be liable for their own actions during mutual aid response or independent action as outlined in clause IV.6.

REIMBURSEMENT FOR EMERGENCY APPARATUS LOSS OR DAMAGE. Parties to this agreement may be reimbursed for the cost of emergency apparatus loss or damage where the loss or damage is directly attributable to the incident, and where the local agency, its employees, and/or operational failures in the emergency apparatus or support equipment are not a contributing factor to such damage or loss. Loss or damage to local agency apparatus or support equipment while traveling to or from an incident, and repairs due to normal wear and tear, or due to negligent or unlawful operation by the operator shall be the responsibility of the local agency providing the emergency apparatus or support equipment. Loss or damage to local agency emergency apparatus or support equipment occurring on an incident is to be reported to the incident finance section (or jurisdictional agency when finance section is not available) to ensure proper documentation and an investigation is completed.

CLAIMS DISPUTE RESOLUTION. Should any Party not be able to resolve a claim regarding compensation, reimbursement, damage or equipment repair through negotiation with the protecting agency, it should be elevated to the next higher level of management for resolution.

MODIFICATION. Modifications within the scope of the instrument must be made by mutual consent of the Parties, by the issuance of a written modification, signed and dated by all Parties, prior to any changes being performed. The Federal Agencies are not obligated to fund any changes not properly approved in advance.

COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of last signature and is effective for five years from said date, at which time it will expire unless extended.

TERMINATION BY MUTUAL AGREEMENT. This Agreement may be terminated, in whole or part, as follows:

- a. When the Federal Agencies and County agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
- b. By 30 days written notification County to the Federal Agencies setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated.
- c. If, in the case of a partial termination, the Federal Agencies determines that the remaining portion of the agreement will not accomplish the purposes for which the agreement was made, the Federal Agencies may terminate the agreement in its entirety.

Upon termination of an agreement, County shall not incur any new obligations for the terminated portion of the agreement after the effective date, and shall cancel as many outstanding obligations as possible. The Federal Agencies shall allow full credit to County for the United States federal share of the non-cancelable obligations properly incurred by County up to the effective date of the termination. Excess funds shall be refunded within 60 days after the effective date of termination.

AUTHORIZED REPRESENTATIVES. By signature below, each Party certifies that the individuals listed in this document as representatives of the individual Parties are authorized to act in their respective areas for matters related to this instrument. In witness whereof, the Parties hereto have executed this instrument as of the last date written below.

Charles A. Moore, Fire Chief
Truckee Meadows Fire Protection District

Date

Marsha Berkbigler, Chair
Truckee Meadows Fire Protection District
Board of Fire Commissioners

Date

William A. Dunkelberger, Forest Supervisor
USDA, Forest Service
Humboldt-Toiyabe National Forest

Date

FS Agreement No. _____
BLM Agreement No. _____
Cooperator Agreement No. _____

| | |
|---|------|
| Colleen Dulin, Acting District Manager USDI, Bureau of Land Management Carson City District | Date |
| Dennis Strange, District Fire Management Officer USDI, Bureau of Land Management Carson City District | Date |
| Ester McCullough, District Manager USDI, Bureau of Land Management Winnemucca District | Date |
| Donovan Walker, District Fire Management Officer USDI, Bureau of Land Management Winnemucca District | Date |
| Alan Bittner, District Manager USDI, Bureau of Land Management NorCal District | Date |
| Walter Herzog, District Fire Management Officer USDI, Bureau of Land Management NorCal District | Date |

FS Agreement No. _____
BLM Agreement No. _____
Cooperator Agreement No. _____

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

Sarah Russell, Grants and Agreements Specialist
USDA, Forest Service
Southwest Idaho/Nevada Group

Date

David Appold, Supervisory Procurement Analyst
USDI, Bureau of Land Management
Nevada State Office

Date