

WASHOE COUNTY

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#### STAFF REPORT BOARD MEETING DATE: May 12, 2015

CM/ACM Finance Legal Risk Mgt. HR<u>N/A</u>

| DATE: | April 27, 2014   |
|-------|--|
| TO:   | Board of County Commissioners  |
| FROM: | Chuck Allen, Sheriff Phone: 775-328-3010 Email: Callen@washoecounty.us |

SUBJECT: Approve the Annual Operating Plan for Cooperative Fire Protection Agreement between U.S. Forest Service – Humboldt-Toiyabe National Forest and the Truckee Meadows Fire Protection District which includes the Sheriff's RAVEN helicopter program for the anticipated deployment term of May 16, 2015 to October 14, 2015. (All Commission Districts)

#### **SUMMARY**

The Annual Operating Plan for Cooperative Fire Protection Agreement between U.S. Forest Service – Humboldt-Toiyabe National Forest and the Truckee Meadows Fire Protection District includes a section for support from the RAVEN helicopter program to assist in suppression of structural and wild land type fires occurring on any private or County lands within the boundaries of both the Truckee Meadows and Sierra Fire Protection districts.

Washoe County Strategic Objective supported by this item: Safe, Secure and Healthy Communities

## **PREVIOUS ACTION**

On April 22, 2014 the Board of County Commissioners and the Board of Fire Commissioners approved and accepted a renewal of the 2014 Annual Operating Plan with the inclusion of the Sheriff's RAVEN helicopter program.

On April 23, 2013 the Board of Fire Commissioners approved and accepted a renewal of the 2013 Annual Operating Plan.

On June 26, 2012 the Board of Fire Commissioners approved and accepted a five (5) year Cooperative Agreement with a corresponding Annual Operating agreement that subsequently require the Annual Operating Agreements be renewed annually for the U.S. Forest Service - Humbolt Toiyabe National Forest.

#### **BACKGROUND**

The Annual Operating Plan outlines common expectations, operating protocols, reimbursement rates and shared responsibilities, mutual and automatic aid parameters during wildland fires involving the TMFPD and the above mentioned agencies.

AGENDA ITEM # 5C

By including Washoe County RAVEN, a much needed resource, into this Annual Operating Plan, it gives RAVEN the ability to fly over Federal Lands benefitting the region as a whole.

Acceptance of the Annual Operating plan will continue the practice of sharing critical resources in a timely and cost efficient manner and providing our citizens with the high level of service they have come to expect from the District.

# FISCAL IMPACT

If RAVEN is utilized, corresponding expenses and the reimbursing revenues will be posted to cost center 150720 (Flight Operations).

# **RECOMMENDATION**

It is recommended that the Board of County Commissioners approve the Annual Operating Plan for Cooperative Fire Protection Agreement between U.S. Forest Service – Humboldt-Toiyabe National Forest and the Truckee Meadows Fire Protection District which includes the Sheriff's RAVEN helicopter program for the anticipated deployment term of May 16, 2015 to October 14, 2015.

# **POSSIBLE MOTION**

Should the Board agree with the staff's recommendation, a possible motion could be: Move to approve the Annual Operating Plan for Cooperative Fire Protection Agreement between U.S. Forest Service – Humboldt-Toiyabe National Forest and the Truckee Meadows Fire Protection District which includes the Sheriff's RAVEN helicopter program for the anticipated deployment term of May 16, 2015 to October 14, 2015.

# 2015 ANNUAL OPERATING PLAN

FOR COOPERATIVE FIRE PROTECTION AGREEMENT Between U.S. FOREST SERVICE – HUMBOLDT-TOIYABE NATIONAL FOREST and THE TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

#### I. IDENTIFICATION

This operating plan is between the Humboldt-Toiyabe National Forest, hereinafter called USFS, and the Truckee Meadows Fire Protection District on behalf of itself and the Sierra Fire Protection District, which has consolidated into the former, hereinafter called DISTRICT.

## II. <u>AUTHORITY</u>

This Annual Operating Plan (AOP) is required by the Cooperative Fire Protection Agreement # 12-FI-11041701-064 (herein after called the Agreement) between the Truckee Meadows Fire Protection District on behalf of itself and the Sierra Fire Protection District and the Humboldt-Toiyabe National Forest dated 5/18/2012. This plan shall be attached to and become part of the Agreement upon signature of all parties, and shall be reviewed annually not later than March 30. Upon annual review of AOP if District and USFS agree no changes are necessary a letter, signed and dated by both parties documenting that decision, will be issued by USFS to the District. In addition a copy of this letter will be placed in the "official" agreement file located at the USFS Supervisor's Office.

## III. PURPOSE

This operating plan provides the officers and employees of the agencies guidelines and information necessary to properly execute the terms of the Agreement.

## IV. DEFINITIONS AND DESCRIPTIONS

#### A. Protection Units

The Direct Protection Areas (DPA) of the following units are covered by this plan:

- 1. Humboldt-Toiyabe National Forest, Carson Ranger District
- 2. Truckee Meadows and Sierra Fire Protection districts

#### B. Direct Protection Areas:

Each agency assumes the responsibility to directly provide adequate fire protection services to the lands of the other agency.

## C. Protection Area:

The agencies agree to exchange maps of the protection districts.

The District is primarily responsible for suppression of structural fires and wildland type fires occurring on any private, or County Lands within the boundaries of both the Truckee Meadows and Sierra Fire Protection districts.

USFS is primarily responsible for suppression of wildland fires within the protection boundaries of the Humboldt-Toiyabe National Forests, Carson Ranger District and lands identified as Direct Protection Area (DPA) lands under the California Cooperative Fire Protection Agreement.

USFS will not assume the protection or suppression responsibility for wildland/urban interface lands that are the legal jurisdiction of another entity (State, Tribal, County, local, or property holder) unless the county, or local government entity assumes the lead responsibility for structural protection.

#### D. Mutual Dispatch Areas (MDAs):

Protection units shall coordinate their initial attack response by identifying the "closest forces" and agreeing which resources will be automatically dispatched.

#### E. Mutual Aid

It is understood that the mission and intent of both Parties is to quickly suppress wildland fire regardless of jurisdiction and/or ownership. It is considered mutually beneficial to both Parties to jointly take action as necessary to achieve this mission and intent. All ground resources may be considered mutual aid for up to 24 hours. The Mutual Aid period is defined as follows: the 24 hour period following the initial dispatch of suppression resources. All assistance beyond this 24 hour period may be considered assistance by hire, and will be billed retroactively for the full period from the time of initial dispatch. Mutual aid shall be provided within the limits of local resources. Defined as resources within the local dispatch center's area of responsibility, however, neither party should be required to deplete its own fire protection resources, services and facilities to the detriment of its fire protection responsibilities.

#### F. Assistance by Hire

1. Hand crews are considered assistance by hire

2. All resources provided by District for suppression activities on USFS jurisdiction fires during the "off season" will be considered assistance by hire. This period is defined as the period of time that the USFS does not normally have its initial attack engine resources staffed. This is usually between October 15th and May 15<sup>th</sup>.

3. All aviation resources are considered assistance by hire. Responding chief officers shall determine the need for aircraft support on behalf of their own jurisdictional lands. No department or agency will pay for aircraft cost dispatched on another department's or agency's initial attack/ CAD run unless specifically requested by the threatened agency or department. Once unified command is in place, the threat will be determined by the unified commanders. Responses to false alarms or resources canceled en route will not be billable

#### G. RAVEN HELICOPTER PROGRAM:

1. The Washoe County Sheriff's Department Raven Helicopter Program may be utilized on US Forest Service jurisdictional lands pursuant to Washoe County's consent signature at the end hereof and pursuant to the terms and conditions of this AOP, the Agreement governing this AOP, DISTRICT's interlocal agreement with Washoe County and Forest Service Annual Letter of Authorization. USFS and the County Sheriff will coordinate directly with one another the use of said helicopter program.

2. Aircraft and aircraft services provided by County Sheriff's Department Raven Helicopter Program shall be furnished consistent with the operating standards prescribed in the USDA Forest Service, FSM 5713.43 in as well as Interagency Helicopter Operation Guide.

3. County Sheriff's Department Raven Helicopter Program will annually provide a written request to the Humboldt-Toiyabe National Forest Supervisors Office for approval and carding of aircraft which will be accomplished through the USDA Forest Service, Intermountain Region aviation personnel. The request will include a listing of the aircraft and pilots that to be inspected.

4. USDA Forest Service, Intermountain Region aviation personnel will annually issue a letter listing the approved County Sheriff's Department Raven Helicopter Program personnel and aircraft that has meet standards. A copy of this letter will be carried aboard all approved aircraft and made available upon request. It will be the responsibility of the USFS using agency to ensure that only personnel and aircraft that have been approved by Intermountain regional aviation personnel are utilized.

5. Dispatching and flight following of County Sheriff's Department Raven Helicopter will be in accordance with FSM 5700 and will be dispatched by the local agency dispatch center (County Sheriff). Requests for Raven assistance on a Forest Service incident will come from the Federal Dispatch center to the Local Dispatch Center. The Local Dispatch Center will notify the Federal Dispatch Center of the aircraft being dispatched. In the notification will be the aircraft tail number, location of incident, pilot and crew, hours of fuel, and radio frequency. Off -forest dispatches, other than the Humboldt-Toiyabe NF will require notification of the Forest Duty Officer to ensure the response is to a Forest Service incident.

6. Reimbursement (Clause F.3) for the use of County Sheriff's Department Raven Helicopter will be accomplished utilizing form FS-122, Aircraft Use Report, and payment procedures prescribed by the FSM in Attachment 3. All flight time recorded on the Hobbs meter will be documented on form FS-122. Non-revenue flights will be noted "Not for payment purposes" in the remarks section. The USFS will only pay for actual flight hours as reflected in the rates. USFS will not pay for stand-by or extended hours. County Sheriff's Department Raven Helicopter Department flight personnel shall fill out the FS-122. Once processed by County Finance Section, the FS-122 will be forwarded to the Forest Supervisors Office for review and completion. Rates are posted in Section V part 6 of this AOP.

H. <u>Cost Sharing</u>: On multi-jurisdictional incidents and or incidents that threaten to burn across direct protection boundaries, the parties agree to jointly develop a cost share agreement which details a fair distribution of financial responsibilities as described in the Cooperative Fire Protection agreement.

I. <u>Third Party Cost Recovery</u>: In responding to and suppressing a wildland fire, the agency that has the land management jurisdiction/administration role (i.e., the agency that administers the lands where the fire ignited) is considered the "lead" agency. The lead agency is responsible for determining the fire origin and cause of ignition and the suspected person who or entity that negligently or intentionally ignited the fire. The other Parties law enforcement and/or fire investigation personnel may assist the lead agency in making those assessments. Consequently, at the outset of the investigation of multi-jurisdictional fires, the lead agency must invite the other Parties enforcement personnel or other appropriate fire investigation personnel to work jointly with the lead agency to determine the fire cause and origin and determine whether the fire was human and negligently caused.

For all fire trespass matters, both Parties will provide cost figures and cost documentation to the lead agency. Such costs include fire suppression, natural resource damages, emergency stabilization, and rehabilitation. An estimate of these costs shall be provided to the lead agency within 180 days of the fire being declared out. As final costs are determined, this information also will be provided to the lead agency.

# V. PROTECTION ORGANIZATION & RATES

#### A. USFS and DISTRICT

1. Billable protection rates will conform to the rate schedule.

2. Portal to Portal pay provisions will be acceptable when the responding personnel have been designated entitlement to "portal to portal pay" by home agency per the rate schedule.

3. Equipment is not included in portal to portal pay provisions; however mileage will be reimbursed at the rate indicated in the rate schedule.

4. Vehicles costs are generally figured "wet." If fuel, oil, etc. are provided to another agency's "wet" vehicles, those charges are billable.

5. When an incident does not provide subsistence for assistance-by-hire personnel then per diem at the federally established regional or CONUS rate shall apply at the location of the incident or RON while in travel status

#### B. County Fire Suppression Raven Helicopter

Flight Hours: \$1,754.47 Fuel Truck \$1.00 per mile from Stead Air Base Fuel Truck Driver – Holiday \$37.00 per base hour, \$55.00 per hour (OT) Helicopter Manager-- Holiday \$37.00 per base hour, \$55.00 per hour (OT)

#### VI. DISTRICT'S PLAN

#### 2015 BILLING RATES

All Rates based on actual cost to the Fire Protection District. Billed rates may be different than the rate quoted in this document.

#### APPARATUS RATES

Equipment responding to an incident on an equipment resource order ("E" number) will be billed for hours worked as indicated on the Crew Time Report/Shift Ticket and will include travel time. Equipment is not included in portal to portal pay provisions; however usage will be reimbursed at the rate indicated in the rate schedule.

| • | Structure Engine - Type I | \$187.33/hr |
|---|---------------------------|-------------|
|---|---------------------------|-------------|

- Brush Engine Type III \$151.43/hr
- Water Tender \$117.23/hr
- Patrol Truck Type VI \$93.86/hr
- Rescue \$75.00/hr
- Heavy Rescue \$175.00/hr
- Air Truck \$142.00/hr
- Fuel Truck \$75.00/hr
  Water Rescue Unit w/Boats \$75.00/hr
- Hazmat Unit
   S212.50/hr
- Heavy Mechanic Truck \$118.00/hr

#### SUPPORT VEHICLE AND EQUIPMENT RATES

Medical Equipment: Reimbursement will be made for expendable medical supplies such as drugs, IV fluids, cardio electrodes, etc. A pre-incident and post-incident inventory, approved by the Incident Commander, will be required for reimbursement request submitted with the billing package. If a pre and post-incident inventory cannot be obtained, an invoice of supplies consumed signed by the Incident Commander will suffice.

• ALS, Durable Medical Equip. Kit \$250.00/day

#### **County or Fire District Owned Vehicles:**

- Command Vehicle \$96.00/day plus 57.5 cents per mile
- SUV/Pickup (1/2 ton and below) \$86.00/day plus 57.5 cents per mile
- Pickup (<sup>3</sup>/<sub>4</sub> ton & above) \$96.00/day plus 57.5 cents per mile

- Polaris UTV
- Privately Owned Vehicle

\$150.00/day (must be ordered via resource order) 57.5 cents per mile

- Masticator
- Ambulance

\$65.00/hr \$112.33/hr

PERSONNEL RATES

Rates shown are for regular, overtime and callback overtime and will be billed portal to portal for the person assigned to the incident. Backfill (for 56 hour personnel only) personnel and their invoices amounts will be shown on the same invoice as incident personnel. Backfill dates will be noted. All personnel are charged consistent with the District's current labor agreements and/or resolutions as approved by the Board.

| 40 Hour Rate               | Regular | ОТ    | СВОТ   |
|----------------------------|---------|-------|--------|
| Chief                      | 95.84   | N/A   | N/A    |
| Deputy Fire Chief          | 96.79   | 99.04 | 138.57 |
| Fire Marshal               | 74.46   | 82.36 | 105.09 |
| Battalion Chief            | 85.84   | 87.30 | 122.15 |
| Fire Prevention Specialist | 52.50   | 56.53 | 72.14  |
| Logistics Captain          | 66.96   | 67.05 | 93.82  |
| Fire Mechanic              | 44.05   | 50.74 | 64.74  |
| Training Captain           | 68.78   | 69.00 | 96.55  |

| 56 Hour Rate     | Regular | ОТ    | CB OT |
|------------------|---------|-------|-------|
| Battalion Chief  | 61.32   | 62.36 | 87.26 |
| Training Captain | 44.95   | 44.81 | 62.70 |
| Captain          | 44.95   | 44.81 | 62.70 |
| Operator         | 40.39   | 39.92 | 55.86 |
| Paramedic        | 38.28   | 37.66 | 52.70 |
| Firefighter      | 34.77   | 33.90 | 47.44 |

#### **BILLING ADDRESS**

Truckee Meadows/Sierra Fire Protection District PO Box 11130 1001 E. Ninth Street Reno, NV 89520-0027

#### **DUNS NUMBER**

006811244

#### TAX ID NUMBER

EIN # 38-3856902

#### CONTACT INFORMATION

Charles A. Moore, Fire Chief (775) 328-6123 Mobile (775) 313-8903

Tim Leighton, Deputy Fire Chief (775) 328-6125 Mobile (775) 315-6649

Administrative Office (775) 326-6000 Fax (775) 326-6003

#### STATION LOCATIONS

Career Stations

Station #13 – 10575 Silver Lake Rd., Stead,

Station #14 - 12300 Old Virginia Rd., Reno

Station #15 – 110 Quartz Ln., Sun Valley

Station #16 – 1240 East Lake Blvd., Washoe Valley

Station #17 - 500 Rockwell Blvd., Spanish Spring

Station #18 - 3680 Diamond Peak Dr., Cold Springs

Station #30 – 3905 Old Hwy 395, Washoe Valley

Station #35 – 10201 W. 4th St., Mogul

Station #36 – 13500 Thomas Creek Rd., Reno

Station #37 – 3255 W. Hidden Valley Dr., Reno

Station #39 - 4000 Joy Lake Rd., Reno

Volunteer Stations

VFD #220 - 3405 White Lake Pkwy., Cold Springs

VFD #221 - 11525 Red Rock Rd., Silver Lake

VFD #223 – 130 Nectar St., Lemmon Valley

VFD #225 - 400 Stampmill Dr., Wadsworth

VFD #227 - 3010 Lakeshore Blvd., Washoe Valley

VFD #229 - 6015 Ironwood Rd., Palomino Valley

VFD #237 – 23006 US 395 A, Pleasant Valley

VFD #301 – 345 Bellevue Rd., Washoe Valley

VFD #321 - 250 South Ave., Cold Springs

VFD #331 – 11005 Longview Ln., Reno

VFD #351 - 165 Bridge St., Verdi

VFD #381 - 16255 Mt. Rose Hwy., Reno

#### VII. USFS RATE SCHEDULE

Rates based on actual cost to government personnel rates per 2015 Work Plan for Carson Ranger District. Billed rate will be at the actual cost and may be different than the rate quoted in this document.

| EQUIPMENT  | BASE PAY PER HOUR                                | OVERTIME RATE PER HOUR                     |
|--|--|--|
| Brush Engine – Type IV<br>(Staffed with Capt. plus 4 pe  | \$150.00/hr<br>rsonnel rates)                    | \$225.00/hr                                |
| SUV<br>Pick Up<br>Engine Type IV<br>Engine Type VI   | \$0.30/mi<br>\$0.35/mi<br>\$1.50/mi<br>\$0.52/mi | \$29.00/hr for pump<br>\$70.00/hr for pump |
| <u>PERSONNEL</u><br>Division Chief Officer<br>Battalion Chief Officer<br>Fire Operation Specialist | \$48.00/hr<br>\$38.00/hr<br>\$39.00/hr           | \$72.00/hr<br>\$57.00/hr<br>\$59.00/hr     |

#### VIII. MAPS

The following items should be shown on each map:

- 1. Protection Boundary
- 2. Protection Unit Facilities

#### IX. OPERATING PROCEDURES

#### A. Notification and Reports

- 1. Fires occurring on or threatening lands inside the boundaries of TMFPD or SFPD will be reported immediately to Washoe County Dispatch, phone 9-1-1 or 775-785-4252.
- 2. Fires occurring on or threatening lands of federal ownership inside the boundaries of the USFS will be reported immediately to the SFIDC Dispatcher, telephone 775-883-3535. On Call after hour numbers are; 775-721-0312 and 775-230-4782.
- 3. The initial fire report will include, if available, the following information: location, present size, type of fuel, rate of spread, time discovered, and name, location and telephone number of reporting party.
- 4. Once unified command is established SFIDC (Minden), if staffed, will become the single point ordering contact point and servicing Dispatch Center for the wildland incident.

#### X. SHARING OF COMMUNICATIONS SYSTEMS AND FREQUENCIES

Each agency that is a signatory to this operating plan is permitted to use the cooperator's frequencies during emergency activities or training to contact resources of the cooperator or in conjunction with the communications plan for the incident. The communications plan may be a formal document, as in the case of a command team deployment or it may be an informal verbal agreement made on the ground by the Incident Commander(s) and/or Agency Representative. Use of federal Frequencies between 162.000 and 174.000 is permitted in "Narrowband band" mode only.

#### Federal frequencies per this Plan:

| <u>RX</u> | $\underline{TX}$ | <u>USE</u>                                    |
|-----------|------------------|---|
| 169.875   | 169.875          | FOREST NET/SIMPLEX                            |
| 169.875   | 170.475          | FOREST NET/ REPEATER                          |
| 169.975   | 169.975          | 2 <sup>ND</sup> FOREST NET/LEVIATHAN/SIMPLEX  |
| 169.975   | 171.425          | 2 <sup>ND</sup> FOREST NET/LEVIATHAN/REPEATER |
| 168.200   | 168.200          | Crew Net (tac)                                |

#### **HTF REPEATER TONES**

| Tones | Frequency | Name    |
|-------|-----------|---------|
| 1     | 110.9     | Slide   |
| 2     | 123.0     | Peavine |
| 3     | 131.8     | Hawkins |
| 4     | 136.5     | Rawe    |
| 5     | 146.2     | Lobdell |
| 6     | 156.7     | Mean    |
| 7     | 167.9     | Cory    |

#### **DISTRICT** frequencies per this plan:

| <u>RX</u> | <u>TX</u> | <u>USE</u>   |
|-----------|-----------|--------------|
| 158.745   | 159.390   | TM Repeater  |
| 158.745   | 158.745   | TM Local     |
| 158.880   | 158.880   | TM VHF Tac 1 |
| 158.940   | 158.940   | TM VHF Tac 2 |
|           |           |              |

#### **DISTRICT REPEATER TONES**

| Tones | Frequency | Name             |
|-------|-----------|------------------|
| 1     | 107.2     | TM Slide         |
| 2     | 118.8     | TM Peavine       |
| 3     | 136.5     | TM Virginia Peak |
| 4     | 127.3     | TM Gerlach       |

#### XI. PERSONAL PROTECTIVE EQUIPMENT

USFS may loan District personal protective equipment required for wildland fire suppression. All equipment loaned must be documented on an AD-107 "Report of Transfer or Other Disposition or Construction of Property" and FS 6400-6 "Property Use Notice". Such property will remain the property of the U.S. Government and shall be returned to USFS at the end of the fire season.

# XII. FIRE PREVENTION ACTIVITIES

#### A. General Cooperative Activities:

All protection units will, to the extent possible, provide fire prevention programs, inspections, and enforcement as necessary to adequately address the fire problem in their Direct Protection Areas. In addition, units are encouraged to undertake joint prevention activities in areas of mutual interest whenever practical.

#### B. Information and Education:

## 1. Joint Press Releases:

Protection units should develop joint press releases on cooperative fire protection issues to ensure that the interests of all affected agencies are adequately addressed.

#### 2. <u>Smokey Bear Program</u>:

Protecting units should cooperate in the coordinated delivery of Smokey Bear program in direct protection areas.

## 3. Local Education Program:

The use of interagency teams to conduct local educational programs is encouraged to facilitate improved public knowledge of the mission and responsibilities of all the cooperating agencies.

#### 4. Fire Prevention Signs:

Coordination and placement of fire prevention signs should be used in order to prevent duplication of effort or sending mixed messages. This is especially important for fire danger rating signs.

## XIII. GENERAL PROVISIONS:

#### A. Local Fire Team

Participation of District fire resources is encouraged on area and national IMT's and as single resources. All District team Members will have approval of the Fire Chief or his designee prior to any assignment. Payment of personnel will be in accordance with attached addendum of approved rates.

#### B. Updating of Plan:

All units will meet at least annually prior to March 30, to review the entire Operating Plan and update it as necessary.

#### C. Interagency Training:

Interagency training activities can be mutually beneficial and units are encouraged to:

- 1. Participate in shared local level training at each other's facilities on an on-going basis.
- 2. Allocate available slots in appropriate formalized training sessions for personnel of the other agencies.
- 3. Department agrees to adhere to NWCG 310-1 training standards when assigned to a federal incident outside their jurisdictional area.

#### D. Agency Personnel Policies:

It is agreed that employees of the Parties to this Agreement shall at all times be subject only to the laws, regulations, and rules governing their employment, regardless of agency, and shall not be entitled to compensation or other benefits of any kind other than that specifically provided by the terms of their employment and will adhere to the IIBMH guidelines when assigned to Federal incidents.

#### E. Claims:

Except as otherwise provided in the Master Agreement, all parties to this agreement 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 to ensure proper documentation and investigation.

Should parties to this agreement not be able to resolve a claim regarding compensation, reimbursement, damage or equipment repair through negotiation with an IMT or agency, it should contact the appropriate agency's administration offices.

# **XIV.** <u>STAFFING PLAN</u> Anticipated Deployment Period: May 16<sup>th</sup> thru October14th

# IN WITNESS WHEREOF, the parties have executed this Annual Operating Plan for Cooperative Fire Protection Agreement between U.S. Forest Service – Humboldt-Toiyabe National Forest and the Truckee Meadows Fire Protection District as of the last date of signature.

Concurrence:

|   | Date   |
|---|--|
| WILLIAM A. DUNKELBERGER,<br>Forest Supervisor<br>Humboldt-Toiyabe National Forest                   |  |
| MICHAEL WILDE<br>Carson District Fire Management Officer<br>Humboldt-Toiyabe National Forest        | Date   |
| DEBBIE LYNCH<br>Usda Forest Service<br>Grants Management Specialist                                 | Date   |
| CHARLES A. MOORE<br>Fire Chief<br>Truckee Meadows Fire Protection District                          | Date   |
| Marsha Berkbigler<br>Chair, Board of Fire Commissioners<br>Truckee Meadows Fire Protection District | Date   |
| Attest to:  |  |
| County Clerk  | Date   |
| WASHOE COUNTY, on behalf of its Sheriff<br>and conditions set forth above concerning its            | Department, does hereby acknowledge and consent to the terms RAVEN Helicopter program. |
| Marsha Berkbigler<br>Chair, Washoe County Board of Commission                                       | Date   |

\_\_\_\_\_

Attest to:

Date\_\_\_\_\_

County Clerk

#### Exhibit

USDA Department of Agriculture

s Forest of Service

Intermountain Region

324 25<sup>th</sup> Street Ogden, UT 84401 801-625-5605

File Code: 5710 Date: June 20, 2014

Ralph Caldwell Sergeant Washoe County Sheriff 911 Parr Blvd. Reno, NV 89512

Dear Sergeant Caldwell:

Office of Aviation Services (OAS) personnel conducted a review of the Washoe County Sheriff Aviation Program (Raven) in May of 2014. The review revealed no discrepancies or areas of concern relating to safety, training, maintenance, or operational capability of the Aviation Unit.

In accordance with interagency agreements, the Aviation Unit (Raven) will have the authority to perform reconnaissance/surveillance, fire suppression retardant/water delivery, and transport Interagency Fire Crews during initial attack missions when commercial contracted helicopters are not at the incident.

In order to promote safe and effective helicopter operations, the Interagency Helicopter Operations Guide (IHOG) will be complied with during all wild land firefighting operations.

When commercial contracted helicopters are available at an incident, the authorization to transport interagency fire crews is <u>NOT AUTHORIZED</u>. During large complex assignments where critical resources are not available, the Incident Commander, the Washoe County Sheriff, Fire Management Officer (FMO), and the Intermountain Regional Aviation Officer must provide approval for transport of Interagency Fire Crews.

This letter of approval is in compliance with USDA Forest Service, FSM 5713.43, documenting that the Washoe County Sheriff aircraft and pilots listed below are comparable to contract aircraft and pilots in providing a level of safety and mission effectiveness.

#### AUTHORIZED ROTARY WING AIRCRAFT

N911NV SN 70-2457

#### **AUTHORIZED HELICOPTER PILOTS**

| Douglas V Russell | Certificate: | 2541574 |
|-------------------|--------------|---------|
| Joseph P Baumann  | Certificate: | 2761976 |

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#### AUTHORIZED SPECIAL MISSIONS FOR HELICOPTER PILOTS

Fire Suppression

Water Delivery

Mountain Flying

Reconnaissance/Surveillance

Interagency Fire Crew Transport

#### A copy of this letter of authorization will be carried in all aircraft listed above.

#### This letter of authorization expires June 30, 2015.

Questions concerning this letter of authorization should be directed to Mitch Mignano at 801-620-1890 (office), or 801-745-7867 (cell), or Shannon Hall at 801-620-1880 (office), or 801-391-2798 (cell).

Sincerely,

/s/ Susan A. Stewart

SUSAN A. STEWART Director, Fire and Aviation Management

cc: Susan A Stewart Elizabeth W Lund Mitchell Mignano Kevin Bailey Brent W Campbell Shannon Hall Loren D Walker