

**BOARD OF COUNTY COMMISSIONERS
WASHOE COUNTY, NEVADA**

TUESDAY

10:00 A.M.

JULY 10, 2018

PRESENT:

Marsha Berkbigler, Chair

Kitty Jung, Vice Chair

Vaughn Hartung, Commissioner

Jeanne Herman, Commissioner

Nancy Parent, County Clerk

John Slaughter, County Manager

David Watts-Vial, Deputy District Attorney

ABSENT

Bob Lucey, Commissioner

The Washoe County Board of Commissioners convened at 10:00 a.m. in regular session in the Commission Chambers of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada. Following the Pledge of Allegiance to the flag of our Country, the Clerk called the roll and the Board conducted the following business:

18-0518 **AGENDA ITEM 3** Appearance: Brent Boynton, Community Outreach Coordinator Reno Housing Authority. Presentation and update on RHA.

Reno Housing Authority (RHA) Community Outreach Coordinator Brent Boynton recognized Executive Director Amy Jones. Mr. Boynton thanked the Board for allowing him to share information about the RHA. He conducted a PowerPoint presentation about the housing crisis in Washoe County. He introduced the housing choice voucher program, also known as Section 8 housing, and said it was their largest program, with more than 2,500 families receiving benefits. He said the program was a form of federal assistance although it involved private properties and property owners. He explained the RHA paid a portion of tenants' monthly rent and the tenants paid the balance. He stated eligible tenants were subject to background checks and would not be eligible if they had a history of drug crimes, violent crimes, or sexual charges. He mentioned eligibility was based on income and need but the waiting list was closed because of the overwhelming need for low-income housing. He highlighted success stories from tenants who took part in the RHA's self-sufficiency programs. He stated the Department of Housing and Urban Development, which was the RHA's federal funding source, considered it to be a top performing agency based on several criteria. He expressed concern about the stability of federal funding and noted the need exceeded available funding. He explained the RHA currently received less money from federal funding at a time when rents were increasing, meaning less people received housing benefits. He said the community needed more local solutions and indicated the

community could provide money, land, and buildings. He thanked the Board for its time and for what it did for the community. He encouraged citizens that wanted more information to visit RenoHA.org or contact him by phone at 775-432-6579.

Chair Berkgigler expressed her appreciation for the presentation and said the RHA was a wonderful organization that helped people in the community. Commissioner Hartung thanked Mr. Boynton for his community involvement.

Commissioner Jung commended the RHA for hiring Mr. Boynton as an advocate and activist in the community. She said she could see a difference in the public's understanding of what the RHA did for the community and how important they were as a partner of the County. She asked whether the RHA received local money. Mr. Boynton explained the RHA was reliant on federal funding. He thought some housing authorities across the nation relied on local taxes, some on public and private partnerships, and others partnered with faith based communities to create new housing sources. He noted the RHA was working to create a 501(c)(3) non-profit organization, which would enable them to receive gifts easier.

Commissioner Jung asked what elected officials served on the RHA Board. Mr. Boynton explained the Mayor of Reno served on the RHA Board. He added the RHA contracted with the County and the City of Sparks to serve the entire area.

Commissioner Jung wanted to discuss more details about the research Mr. Boynton completed regarding best practices and a process for implementation in the community. She said some of her favorite houses in her District were Section 8 housing because the houses were clean and people were happy to have a nice place to live. She articulated her appreciation for the RHA's support.

Mr. Boynton said it was an honor to make the presentation to the Board but said questions about issues and improvements should be addressed to Ms. Jones because she was the expert.

Chair Berkgigler said Commissioner Jung was the County's advocate for affordable housing and encouraged the RHA to reach out to her.

18-0519 AGENDA ITEM 4 Public Comment.

Ms. Tammy Holt-Still compared to the situation in Lemmon Valley and the surrounding lakes to the Titanic sinking. She displayed a document outlining the monthly precipitation in Stead. She said she requested a copy of a letter from the City of Reno but had not received the document yet. She indicated copies of a letter she sent to the Board were being distributed to Lemmon Valley residents to sign and they would be submitted to the County. She noted copies of the letters would be forwarded to the President of the United States and the Department of the Interior. She said Governor Brian Sandoval requested installation of temporary stilling wells to monitor measurements in Swan Lake but that was never done. She displayed photos of Swan,

White, and Silver Lake and provided documents, copies of which were placed on file with the Clerk.

Mr. Kent Ervin said he was the co-organizer of a group promoting safety on Peavine Mountain trails. He expressed his support to move forward with a fire season ban on hazardous target shooting as indicated in Agenda Item 10. He stated target shooting was the cause of many recent wildland fires in the area and thought it was common sense to advise residents when conditions were especially dangerous. He stated conflicts on Peavine Mountain had decreased since an ordinance was approved to change congested area boundaries.

Mr. John Garfinkle stated a dog bit him while he was at a park in Hidden Valley. He confronted the owners of the dog and asked for records to prove the animal was current on its rabies inoculation. He indicated the dog owners fled the area quickly without providing any information about the animal. He thought there should be stricter laws about animals in public places and animal owner responsibilities.

Ms. Elise Weatherly said she had an issue once with a rattlesnake in a park and could relate to Mr. Garfinkle's frustration. She expressed concern that people living in Section 8 housing were required to have background checks performed but were not tested for drug use. She said she knew of people who were on disability because of opioid use and mentioned her ex-husband died from an overdose of methamphetamines. She said she tweeted a request for President Donald Trump to restrict businesses from being granted status as a 501(c)(3) non-profit organization. She thought non-profit organizations were taking people's money illegally.

County Assessor Michael Clark stated he was speaking as a private citizen. Mr. Clark provided documents to the Board, which were also placed on file with the Clerk. He spoke regarding the most recent election in Washoe County and expressed his frustration about candidates using nicknames on the ballots. He stated Nevada Revised Statute (NRS) 293.2565 was clear that a candidate was required to use either their given name and/or surname, and they had the ability to use a nickname. One candidate on the ballot only used an initial and Mr. Clark thought it was not fair to voters in the County that might want to search for information about the candidate. He brought the issue to the attention of the Registrar of Voters and was told the candidate always filed that way. He wondered whether it was the candidate or the clerk assisting with the filing for candidacy who directed the name to be registered as such. He stated it was a violation of NRS and he wanted to know what the ramifications and penalties were. He thought the election was tainted because the public did not have the proper information to conduct a search about the candidate.

Ms. Candy Greene said she did marketing and public relations and spent an extreme amount of time on social media. She brought up meetings Commissioner Herman attended without the knowledge of the County or the Board. She mentioned Commissioners were required to place meetings they attended on record. She indicated she did not live in Commissioner Herman's district but lived in the County. She heard

about a lawsuit initiated by George Newell who had met with Commissioner Herman and implied the Commissioner was possibly Mr. Newell's realtor as well. Ms. Greene recalled an instance when Commissioner Lucey disclosed he was associated with a person discussed during a meeting and left the room so as to not appear biased.

County Clerk Nancy Parent stated she received an email from Annemarie Grant, which would be placed on file.

18-0520 AGENDA ITEM 5 Announcements/Reports.

Commissioner Jung said she attended a press conference where the Child Assistance Center received a \$5,000 donation from It's My Community Store. She requested staff reach out to the Reno Housing Authority about having representation from the County Commission and the Sparks City Council. She noted staff had contacted Mr. Garfinkle, who spoke during public comment about a dog bite. She requested Regional Animal Services Director Shyanne Schull present the best practices for animal incidents such as that experienced by Mr. Garfinkle. She announced the Truckee Meadows Fire Protection District's new station on Foothill Road was set to open on July 21 at 10:00 a.m.

Commissioner Hartung wondered whether there were grounds to detain a dog that bit a citizen until proof of rabies inoculation was determined. He announced the southeast connector was now open and it incorporated 5.5 miles of road from Greg Street to the end of Veterans Parkway. He thought significant changes to traffic patterns would be detected. He said the bike path that ran along that stretch of road was a good place to ride. He suggested the City of Reno utilize the old clubhouse on Pembroke Way as an overflow facility for the Children's Cabinet.

Commissioner Herman expressed concern about Ms. Candy Green's public comment and asked for clarification about what qualified as an official meeting that needed to be disclosed. She indicated her District was very large and she encountered people and had discussions with them regularly. Deputy District Attorney David Watts-Vial indicated no protocol was in place to dictate when a Commissioner should disclose conversations with constituents.

Commissioner Herman said the North Valleys Citizen Advisory Board (CAB) met and appointed new members. She mentioned Planning Director Bob Webb provided a presentation to the CAB.

CONSENT AGENDA ITEMS – 6A THROUGH 6F2

- 18-0521** **6A** Acknowledge the communications and reports received by the Clerk on behalf of the Board of County Commissioners. Clerk.
- 18-0522** **6B1** Approve the appointment of Allyson Wong (Residential Industry), Jesse Haw (Commercial Development Industry), Donald Tatro (Construction Industry) and Dave Pearce as an additional member to the Building Enterprise Fund Advisory Committee each for a four-year term commencing on July 1, 2018 and ending on June 30, 2022. Community Services (All Commission Districts.)
- 18-0523** **6B2** Approve an Interlocal Cooperative Agreement Approving RTC Program of Projects between Washoe County, City of Reno, City of Sparks, and the Regional Transportation Commission (RTC) for projects included in the RTC's Fiscal Year 2019 Street and Highway Program of Projects. Community Services. (All Commission Districts.)
- 18-0524** **6C** Approve an amendment to the Independent Contractor Agreement for Litter Control between Washoe County Health District and Keep Truckee Meadows Beautiful to increase the amount associated with the Agreement [From \$100,000.00 to \$111,111.00] and to update the period retroactively to March 1, 2018 through December 31, 2018. Health District. (All Commission Districts.)
- 18-0525** **6D** Approve and authorize the Chair to execute a general banking agreement between the County of Washoe and Wells Fargo, N.A. for general banking services. [\$70,000.00 - \$85,000.00 annually] (All Commission Districts.) Treasurer.
- 18-0526** **6E** Recommendation to approve Washoe County's Indebtedness Report and accompanying schedules for fiscal year 2017/18 as of June 30, 2018. If approved, staff will submit the report and schedules to the Washoe County Debt Management Commission and to the Nevada Department of Taxation by August 1, 2018. Comptroller. (All Commission Districts.)
- 18-0527** **6F1** Approve Washoe County's Debt Management Policy as of June 30, 2018. Manager. (All Commission Districts.)
- 18-0528** **6F2** Approval of a (5) year Cooperative Agreement to include a corresponding Annual Operating Plan between USDA Forest Service Humboldt-Toiyabe National Forest, USDI Bureau of Land Management; Carson City District, Winnemucca District, NorCal District and Washoe County. Manager. (All Commission Districts.)

Commissioner Herman spoke about litter control and clean-up efforts included in Agenda Item 6C. She wondered whether funding could be provided to help people whose homes had burned. She thought there were organizations that could help. She requested this issue be brought back to the Board.

On the call for public comment, Ms. Elise Weatherly spoke about Agenda Item 6B2. She thought the community was growing rapidly. She said she spoke to a Reno police officer who told her there were more cases than the department could handle because of area growth. She thought Regional Animal Services was experiencing the same challenges with growth and a lack of staff. She felt more money was spent on homelessness and clean-up than was needed. She wanted additional money for police to protect citizens.

Commissioner Hartung thanked the appointed members of the Building Enterprise Fund Advisory Committee for their commitment.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried with Commissioner Lucey absent, it was ordered that Consent Agenda Items 6A through 6F2 be approved. Any and all Resolutions or Interlocal Agreements pertinent to Consent Agenda Items 6A through 6F2 are attached hereto and made a part of the minutes thereof.

BLOCK VOTE – 7, 8, 9, 11, 12, 13

18-0529 **AGENDA ITEM 7** Request the Board of County Commissioners to acknowledge payment to Xerox in amount not to exceed [\$228,224.74] for fiscal year 2018-19 for annual maintenance and support agreement for the Second Judicial District Court’s case management system. District Court. (All Commission Districts.)

On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried with Commissioner Lucey absent, it was ordered that Agenda Item 7 be acknowledged.

18-0530 **AGENDA ITEM 8** Recommendation to award Request for Proposal No. 3050-18 for Library Automated Materials Handling equipment for the Sparks and South Valleys library branches, to the most responsive bidder, MK Solutions, in the proposed amount of [\$244,650] for period June 8, 2018 thru August 31, 2018. If approved, authorize Purchasing and Contractors Manager to execute agreement. Library.

On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried with Commissioner Lucey absent, it was ordered that Agenda Item 8 be awarded, approved, and authorized.

18-0531 **AGENDA ITEM 9** Recommendation to approve, effective July 1, 2018, the reclassification of a Management Analyst, pay grade N, to Government Affairs Manager, pay grade Q (Manager's Office); a Librarian III, pay grade O, to a new job classification of Collections Development Manager, pay grade O (Library); a new job classification of Human Resources Proctor, pay grade C (Human Resources); three (3) new Human Services Support Specialist II FTE's, pay grade H (District Attorney), upon award of FY 18/19 VOCA grant funding, as evaluated by the Job Evaluation Committee and the Hay Group; the elimination of unused or obsolete job classifications as listed in Exhibit A; and authorize Human Resources to make the necessary changes. [Net fiscal impact to salaries and benefits is estimated at \$246,750 in FY 18/19] Human Resources. (All Commission Districts.)

On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried with Commissioner Lucey absent, it was ordered that Agenda Item 9 be approved and authorized.

18-0532 **AGENDA ITEM 11** Recommendation to award a bid and approve the Agreement to the lowest responsive, responsible bidder for the STMWRF Utility Operations Modular Office Building Project, [staff recommends Brycon Construction, in the amount of \$199,837.00]. Community Services. (Commission District 2.)

On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried with Commissioner Lucey absent, it was ordered that Agenda Item 11 be awarded and approved.

18-0533 **AGENDA ITEM 12** Recommendation to appoint Travis (Steve) Jackson to fill one of the three vacant seats on the Reno-Tahoe Airport Authority Airport Noise Advisory Panel, with a term effective July 10, 2018 through July 10, 2020. Manager. (All Commission Districts.)

On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried with Commissioner Lucey absent, it was ordered that Agenda Item 12 be approved.

18-0534 **AGENDA ITEM 13** Recommendation to extend the appointment of Sean Shea and Michelle Spencer to the Washoe County Advisory Board to Manage Wildlife, for an additional 3 months to end on October 1, 2018. Manager. (All Commission Districts.)

On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried with Commissioner Lucey absent, it was ordered that Agenda Item 13 be approved.

18-0535 **AGENDA ITEM 10** Recommendation to approve a request to initiate proceedings to amend the Washoe County Code (Chapter 50 - Public Peace, Safety and Morals) pursuant to a request by Commissioners to allow for limiting target shooting within Washoe County when conditions present a danger for wildland fire; and direct the County Clerk to submit the request to the District Attorney for preparation of a proposed ordinance, pursuant to Washoe County Code Section 2.030 and 2.040. Community Services. (All Commission Districts.)

At the request of Commissioner Herman, Agenda Item 10 was pulled from the block vote.

Commissioner Hartung wondered how the County could stop people from shooting on Bureau of Land Management (BLM) land. Assistant County Manager Dave Solaro said legal conversations that addressed County Code included a law that could permit the Board to limit the discharge of firearms in congested areas. Mr. Solaro noted the purpose of this item was to provide the County Manager the ability to limit shooting when conditions warranted it. He explained the County Manager would determine when to limit shooting based on red flag fire dangers and would report the action to the Board.

Commissioner Hartung questioned the process to enforce the law. Mr. Solaro stated many laws were difficult to enforce but he thought educating the public about protecting property from wildland fires could be effective. He explained the intention was not to limit the discharge of firearms, but to limit it during extreme fire danger. During red flag fire danger, an approved range would be the only place to discharge a firearm. He thought discussions could be held with the Truckee Meadows Fire Protection District (TMFPD) about the process to prosecute someone who was found guilty of starting a fire.

Commissioner Herman was concerned that people could argue about other potential fire dangers such as the use of construction equipment. She noted many things could start fires and the County could not control them. She thought people should be educated not to shoot in times of high fire danger. She said banning shooting at any time could violate the constitutional rights of citizens and could create lawsuits.

Commissioner Jung said people wondered why this took so long but there were numerous legal processes required to create this item. She stated TMFPD Chief Charles Moore made it clear on the news that someone would be forced to pay for the damages if they were found guilty of starting a fire. She thought this provided the County with the authority to ban shooting when it was not appropriate as well as the authority to prosecute offenders.

County Manager John Slaughter explained the action for this item was a request to initiate the proceedings to draft an ordinance. He stated staff would consider comments from the Board, Chief Moore, and the community for the language to be included in the ordinance.

Commissioner Hartung requested the BLM's suggestions be included in the Ordinance language. He wanted statistics from Chief Moore about the amount of recent fires that were caused by target shooting. He was curious how many red flag days occurred in the 2017 fire season and so far in the current season.

Commissioner Hartung stated he would support this item with the understanding that staff would bring clarifying information to the Board at the first reading.

Chair Berkgigler said she was in support of this item because many houses could be at risk. She thought the County needed to have more control over fire danger in red flag conditions.

On motion by Commissioner Jung, seconded by Commissioner Hartung, with Commissioner Herman voting "no" and Commissioner Lucey absent, it was ordered that Agenda Item 10 be approved and directed.

18-0536 **AGENDA ITEM 14** Recommendation to appoint John Arrascada as Washoe County Public Defender effective August 20, 2018 with an annual salary of \$173,576. Manager. (All Commission Districts.)

County Manager John Slaughter indicated Public Defender Jeremy Bosler would be retiring effective August 31, 2018. He said on April 24 the Board approved a recruitment process for the appointment of a new Washoe County Public Defender. He explained the process included recruitment, job postings, and applications submitted to an application review committee. The committee consisted of representatives from the Washoe County Bar Association, the State Bar of Nevada, the Federal Public Defender, the Criminal Defense Bar, members of private practice, the National Association for the Advancement of Colored People (NAACP) of Reno-Sparks, the American Civil Liberties Union (ACLU), and Washoe County Legal Services. He said the committee reviewed all applications and ranked the candidates, six of whom were interviewed by a panel that include himself, Assistant County Manager Kate Thomas, and Clark County Public Defender Phil Kohn. He thanked Mr. Kohn for his involvement in the recruitment process. He said he was pleased to recommend Mr. John Arrascada for the position of Washoe County Public Defender. He explained Mr. Arrascada had spent time in the Public Defender's Office and then in private practice. He stated Mr. Arrascada was very qualified and excited to take on this challenge.

Chair Berkgigler invited Mr. Arrascada to the podium to speak.

Mr. Arrascada thanked the Board for its time. He remarked the selection process was very professional. He acknowledged the other candidates and said he was grateful to be the recommended candidate. He explained since 1983 there had been three Public Defenders and each of them had left an impact on him personally and professionally. He said he witnessed Mr. Bosler used a more holistic approach with the Office of the Public Defender to address the needs of the criminal justice system and the

community. He said the former Public Defenders helped make him the person and lawyer he was today and they provided a model for the Public Defender he would strive to become. He stated the core mission of the Public Defender's Office would not change but the justice system and the needs of the community had changed over the years. He said the Public Defender's Office provided resources to assist citizens with rehabilitation, recovery from addiction, mental health needs, parental rights issues, and juvenile justice. He said he looked forward to working within the criminal justice system with the District Attorney, the courts, and law enforcement to strive to make the system fair, efficient, and effective.

Commissioner Hartung said he knew the Arrascada family for many years and lauded the work ethic of Mr. Arrascada.

Commissioner Jung encouraged Mr. Slaughter and staff to continue the recruitment process used for this appointment. She thanked Mr. Bosler for his service.

On motion by Commissioner Hartung, seconded by Commissioner Herman, which motion duly carried with Commissioner Lucey absent, it was ordered that Agenda Item 14 be approved.

18-0537 AGENDA ITEM 17 Announcements/Reports.

There were no announcements or reports.

18-0538 AGENDA ITEM 15 Possible Closed Session for the purpose of discussing labor negotiations with Washoe County and Truckee Meadows Fire Protection District per NRS 288.220.

11:25 a.m. On motion by Commissioner Hartung, seconded by Commissioner Herman, which motion duly carried with Commissioner Lucey absent, it was ordered that the meeting recess to a closed session for the purpose of discussing negotiations with Employee Organizations per NRS 288.220.

11:41 a.m. The meeting reconvened with Commissioner Lucey absent.

18-0539 AGENDA ITEM 16 Public Comment.

There was no response to the call for public comment.

* * * * *

11:42 a.m. There being no further business to discuss, the meeting was adjourned without objection.

MARSHA BERKBIGLER, Chair
Washoe County Commission

ATTEST:

NANCY PARENT, County Clerk and
Clerk of the Board of County Commissioners

Minutes Prepared by:
Doni Gassaway, Deputy County Clerk

**INTERLOCAL COOPERATIVE AGREEMENT
APPROVING RTC PROGRAM OF PROJECTS**

This Agreement is made and executed this ____ day of _____, 2018, by and between the Board of Commissioners of Washoe County, Nevada, hereinafter referred to as "County", the City Council of Reno, Nevada, hereinafter referred to as "Reno", the City Council of Sparks, Nevada, hereinafter referred to as "Sparks", and the Regional Transportation Commission of Washoe County, hereinafter referred to as "RTC".

WITNESSETH:

WHEREAS, on June 15, 2018, the RTC approved the FY 2019 Program of Projects listed on Exhibit A attached to this Agreement. Each project on Exhibit A is referred to herein as a "Project" and all of such Projects are collectively referred to herein as the "Projects".

WHEREAS, the Projects will require pavement maintenance, rehabilitation, reconstruction, new construction or engineering and environmental analysis, and may require the acquisition of real property through consensual agreements with the owners or through eminent domain proceedings; and

WHEREAS, pursuant to the requirements of NRS 373.140, NRS 377A.080 and the Regional Road Impact Fee (RRIF) Program, the County, Reno, Sparks, and RTC desire by this Agreement to authorize the Projects and to set forth each entity's respective responsibilities with respect to the Projects.

NOW, THEREFORE, pursuant to the provisions of NRS 373.140, NRS 377A.080, NRS Chapter 277A, and the RRIF Ordinances/Manuals, and in consideration of the mutual promises contained herein and for other good and valuable consideration, it is hereby agreed by and between the parties hereto as follows:

I. APPROVAL OF PROJECTS

A. Reno, the County and Sparks hereby approve each and every Project and authorize the RTC to design, survey, engineer, acquire through purchase or eminent domain real property for, and construct, each of the Projects. Approval for any Project for any fiscal year shall be approval for all continued work by or on behalf of the RTC on that Project for any later fiscal year.

18-0523

The RTC may expend money from one or more than one of the Regional Street and Highway Fund (the "Fuel Tax Fund"), the Transportation Sales Tax Fund (the "Sales Tax Fund") or the Regional Road Impact Fee Fund (the "RRIF Fund") on each Project as listed on the column next to the Project on Exhibit A. The cost of each Project is estimated by the RTC as shown on Exhibit A. These costs are only estimates and the RTC may expend additional monies from any one or more of the Fuel Tax Fund, the Sales Tax Fund or the RRIF Fund on each Project as such additional expenditures are reviewed and approved by the RTC Staff and/or the RTC Board of Commissioners pursuant to the RTC's policies and procedures.

B. Reno, the County and Sparks hereby authorize the RTC to adopt an appropriate resolution of condemnation and initiate and prosecute to judgment such eminent domain proceedings as may be necessary for the acquisition of such property within their respective jurisdictions as the RTC deems necessary for the construction and/or maintenance of any Project and, if prudent, future expansions of each Project identified by the Regional Transportation Plan.

II. RTC DUTIES

RTC agrees to perform the followings tasks and the County, Reno and Sparks hereby authorize the RTC to do so:

A. Provide all required services, including but not limited to design, environmental assessments and studies, surveying, construction engineering, construction management and quality assurance inspection, utilizing RTC staff and/or qualified consultants;

B. Obtain appraisal reports for any property being considered as necessary for the implementation of any Project and, if prudent, future expansions of the Project identified within the Regional Transportation Plan, conduct preliminary negotiations with the owners in an effort to arrive at a mutually agreeable purchase price and negotiate, execute and close contracts to purchase the property;

C. Offer not less than the appraisal value for the property and property rights deemed necessary for a Project and, where the prospect of reaching a mutually agreeable purchase price appears unlikely following reasonable negotiations, cause the RTC Board of Commissioners to adopt a "Resolution of Condemnation" finding that particular properties are necessary to the

success of a Project and authorize legal counsel to seek acquisition through eminent domain proceedings;

D. Coordinate all activities related to a Project including, but not limited to, advertising, receipt and review of construction bids, and execution of a contract with the contractor submitting the lowest responsive and responsible bid;

E. Maintain necessary files on each Project;

F. Pay all authorized Project costs from the Fuel Tax Fund, the RRIF Fund or the Sales Tax Fund. Payments for construction or engineering services will be paid to the contractor or consultant upon receipt of a claim or claims which have been certified as a true and correct account of the expenses incurred as a result of or in conjunction with the provisions of a contract entered into as a result of this Agreement. All submitted claims will have supporting documents attached which substantiate the basis of the claim. Such claim or claims shall be reviewed and approved in accordance with the policies and procedures of the RTC; and

G. Not permit the payment of non-reimbursable or non-payable items established by the policies and procedures of the RTC.

III. COUNTY'S, RENO'S AND SPARK'S DUTIES

The County, Reno and Sparks shall do the following:

A. Cooperate with RTC and its consultants in all phases of each Project located within their respective jurisdictions;

B. Assist the RTC in communicating with the public regarding the Project(s) located within their respective jurisdictions;

C. Accept ownership of and maintain each Project located wholly or partially within their respective jurisdictions upon completion of construction;

D. Upon notification from the RTC, require utilities having franchise agreements that require relocation to relocate their facilities prior to award of the Project in accordance with the franchise agreement; for utilities that do not address the issue of relocation in the franchise

agreement, require relocation of the subject facilities prior to the award of the Project if state law provides authority to do so; and

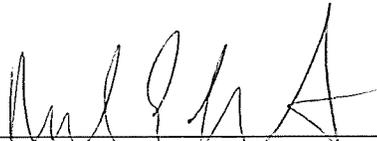
- E. Coordinate development and administration of the Project with the RTC.

This Agreement is effective from and after the date first above written.

APPROVED AS TO LEGALITY AND FORM

BY: 
RTC GENERAL COUNSEL

REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY

BY: 
RON SMITH, CHAIR

BOARD OF COMMISSIONERS, WASHOE COUNTY, NEVADA

By: Marilyn Bertbigly
CHAIR



ATTEST
BY: Amy L. Parent
WASHOE COUNTY CLERK

APPROVED AS TO FORM AND CONTENT:
BY: [Signature]
ATTORNEY

CITY COUNCIL OF RENO, NEVADA

By: _____
MAYOR

ATTEST:

APPROVED AS TO FORM AND CONTENT:

BY: _____
RENO CITY CLERK

BY: _____
DEPUTY CITY ATTORNEY

CITY COUNCIL OF SPARKS, NEVADA

BY: _____
MAYOR

ATTEST:

APPROVED AS TO FORM AND CONTENT:

BY: _____
SPARKS CITY CLERK

BY: _____
DEPUTY CITY ATTORNEY

EXHIBIT A

RTC PROGRAM OF PROJECTS 2019

RTC FISCAL YEAR (FY) 2019 PROGRAM OF PROJECTS (POP) - Approval June 15, 2018
PAVEMENT PRESERVATION, MOBILITY AND CORRIDOR IMPROVEMENT PROJECTS

*** ACTIVITY CODES**

C = CONSTRUCTION (INCLUDES CONSTRUCTION SERVICES)

D = DESIGN

N = ENVIRONMENTAL (NEPA, INCLUDES PRELIMINARY DESIGN)

P = PLANNING

R = RIGHT OF WAY

PROJECT (YEAR OF CONSTRUCTION) & TERMINI	PROJECT OBJECTIVE	CURRENT EST COST	FUNDING SOURCE	PREVIOUSLY APPROVED		FY 19 POP FUNDS (PROPOSED)		TOTAL FUNDS PROGRAMMED (PROPOSED)
				AMOUNT	ACTIVITY *	AMOUNT	ACTIVITY *	
4TH & PRATER BUS RAPID TRANSIT PROJECT (2016) Evans Ave to Pyramid Hwy	CORRIDOR/TRANSIT CAPACITY IMPROVEMENT	\$57,807,102 (INCLUDES BUSES)	FUEL TAX	\$12,004,879				\$12,004,879
			SALES TAX	\$6,250,000			\$6,250,000	
			CMAQ/STP/TIGER/SMALL STARTS	<u>\$39,552,223</u>			<u>\$39,552,223</u>	
				\$57,807,102	D, R, C			\$57,807,102
VIRGINIA STREET BUS RAPID TRANSIT EXTENSION (2017) Plumb to Liberty & Maple to 19TH	CORRIDOR/TRANSIT CAPACITY IMPROVEMENT	\$78,000,000	FUEL TAX	\$5,598,000		\$33,000,000	D,C,R	\$38,598,000
			FTA CMAQ	<u>\$5,042,142</u>			<u>\$5,042,142</u>	
				\$10,640,142	D, N, R			\$43,640,142
ANNUAL PAVEMENT PRESERVATION (2017/2018) Various Regional Roads	PAVEMENT PRESERVATION	\$13,494,893	FUEL TAX	\$7,744,893		\$5,750,000	D,C	\$13,494,893
ANNUAL PAVEMENT PRESERVATION (2018/2019) Various Regional Roads	PAVEMENT PRESERVATION	\$7,425,000	FUEL TAX	\$0		\$7,425,000	D,C	\$7,425,000
ANNUAL PAVEMENT PRESERVATION (2019/2020) Various Regional Roads	PAVEMENT PRESERVATION	\$750,000	FUEL TAX	\$0		\$750,000	D	\$750,000
CLEAN WATER WAY McCarran Blvd. to Treatment Plant	PAVEMENT PRESERVATION	\$2,700,000	FUEL TAX	\$2,700,000				\$2,700,000
SUN VALLEY CORRIDOR MULTI-MODAL IMPROVEMENTS Scottsdale Road to Highland Ranch Parkway	CORRIDOR IMPROVEMENT	\$11,000,000	RRIF	\$77,500				\$77,500
			FUEL TAX	<u>\$1,472,500</u>			<u>\$1,472,500</u>	
				\$1,550,000	D			\$1,550,000
ODDIE/WELLS CORRIDOR MULTI-MODAL IMPROVEMENTS Kuenzli St to Pyramid Hwy	CORRIDOR IMPROVEMENT	\$20,000,000	FUEL TAX	\$77,500				\$77,500
				<u>\$1,472,500</u>			<u>\$1,472,500</u>	
				\$1,550,000	D			\$1,550,000
ARLINGTON BRIDGES at Truckee River Island to West 1st Street	CORRIDOR IMPROVEMENT	\$500,000	FUEL TAX	\$0		\$500,000	D,N	\$500,000

RTC FISCAL YEAR (FY) 2019 PROGRAM OF PROJECTS (POP) - Approval June 15, 2018
PAVEMENT PRESERVATION, MOBILITY AND CORRIDOR IMPROVEMENT PROJECTS

* ACTIVITY CODES

- C = CONSTRUCTION (INCLUDES CONSTRUCTION SERVICES)
 D = DESIGN
 N = ENVIRONMENTAL (NEPA, INCLUDES PRELIMINARY DESIGN)
 P = PLANNING
 R = RIGHT OF WAY

PROJECT (YEAR OF CONSTRUCTION) & TERMINI	PROJECT OBJECTIVE	TOTAL PROJECT ESTIMATE	FUNDING SOURCE	PREVIOUSLY APPROVED		FY 19 POP FUNDS (PROPOSED)		TOTAL FUNDS PROGRAMMED (PROPOSED)
				AMOUNT	ACTIVITY *	AMOUNT	ACTIVITY *	
BICYCLE AND PEDESTRIAN IMPROVEMENTS (2018) Mill Street - Terminal Way to McCarran Blvd.	SAFETY	\$3,000,000	FUEL TAX	\$1,147,125	D, C	\$1,874,500	D, C	\$3,021,625
BICYCLE AND PEDESTRIAN IMPROVEMENTS (2018) Keystone Avenue and California Avenue up to Newlands Avenue	SAFETY	\$2,294,250	FUEL TAX	\$1,147,125	D, C	\$1,125,000	D,C,R	\$2,272,125
BICYCLE AND PEDESTRIAN IMPROVEMENTS (2018) Other mobility spots, ADA, Transit to bike-Ped Connectivity	SAFETY	\$800,000	FUEL TAX	\$0		\$790,000	D,C	\$790,000
VICTORIAN AVE BIKE LANES (2019)	SAFETY	\$500,000	FUEL TAX	\$0		\$460,000	D,C	\$460,000
CENTER STREET MULT-MODAL IMPROVMENTS (2019)	SAFETY	\$1,080,000	FUEL TAX	\$0		\$1,080,000	D,C	\$1,080,000
RENO SPARK INDIAN COLONY RIVERSIDE PATHWAY Truckee River - E. 2nd St to Giroux St	SAFETY	\$1,212,754	SALES TAX NDOT TAP	\$10,638 \$202,116				\$10,638 \$202,116 \$212,754

PRESERVATION/MOBILITY/CORRIDOR IMPROVEMENT SUMMARY	PREVIOUS APPROVED	FY 19 POP FUNDS (PROPOSED)	PROPOSED TOTAL
RRIF/FUEL & SALES TAX:	\$39,702,660	\$52,754,500	\$92,457,160
FEDERAL/OTHER NON RTC:	\$44,796,481	\$0	\$44,796,481
TOTAL:	\$84,499,141	\$52,754,500	\$137,253,641

RTC FISCAL YEAR (FY) 2019 PROGRAM OF PROJECTS (POP) - Approval June 15, 2018
CAPACITY AND CONGESTION RELIEF

*** ACTIVITY CODES**

- C = CONSTRUCTION (INCLUDES CONSTRUCTION SERVICES)
 D = DESIGN
 N = ENVIRONMENTAL (NEPA, INCLUDES PRELIMINARY DESIGN)
 P = PLANNING
 R = RIGHT OF WAY

PROJECT (YEAR OF CONSTRUCTION) & TERMINI	PROJECT OBJECTIVE	TOTAL PROJECT ESTIMATE	FUNDING SOURCE	PREVIOUSLY APPROVED		FY 19 POP FUNDS (PROPOSED)		TOTAL FUNDS PROGRAMMED (PROPOSED)
				AMOUNT	ACTIVITY *	AMOUNT	ACTIVITY *	
SOUTHEAST CONNECTOR PHASE 2 (2015) South Meadows Parkway to Clean Water Way	CAPACITY IMPROVEMENT	\$211,325,000	RTC BOND	\$140,000,000				\$140,000,000
			FUEL TAX	\$72,006,608	C	\$2,000,000	C	\$74,006,608
			UTILITY REIMBURSEMENT	\$1,198,343				\$1,198,343
				\$213,204,951	D, R, N, C			\$215,204,951
PYRAMID FREEWAY/US-395 LINK (TBD) US-395 to Pyramid Hwy (Preliminary Design Only)	CAPACITY IMPROVEMENT	\$15,000,000	NDOT/FED	\$9,671,464	N			\$9,671,464
			FUEL TAX	\$0	D	\$5,000,000	D	\$5,000,000
				\$9,671,464				\$14,671,464
NORTH VALLEYS IMPROVEMENTS (Package 3) Lemmon Drive and N. Virginia, N. Virginia and Old 395	CAPACITY IMPROVEMENT	\$1,294,500	FUEL TAX	\$0		\$1,294,500 D,C	\$1,294,500	
NORTH VALLEYS IMPROVEMENTS (Package 2) US-395 and Lemmon Drive Interchange Red Rock and Moya Intersection	CAPACITY IMPROVEMENT	\$3,900,000	FUEL TAX	\$900,000				\$900,000
			RRIF	\$2,942,000				\$2,942,000
				\$3,842,000	D, C, R			\$3,842,000
TRAFFIC ENGINEERING SPOT 8 INTERSECTION IMPROVMENTS Various Intersections TBD	CAPACITY IMPROVEMENT	\$3,000,000	RRIF	\$0		\$3,000,000 D,C	\$3,000,000	
TRAFFIC ENGINEERING SPOT 7 INTERSECTION IMPROVEMENTS Pyramid Hwy and Calle De La Plata Intersection (design) Prater Way and Lillard Drive Intersection Various Other Signal Improvements	CAPACITY IMPROVEMENT	\$2,750,000	RRIF	\$2,750,000	D, C			\$2,750,000
TRAFFIC MANAGEMENT 1 (2016) DESIGN & PILOT PROJECT	INTELLIGENT TRAFFIC SYSTEMS (ITS)	\$993,000	FUEL TAX	\$215,335				\$215,335
			CMAQ	\$1,051,365				\$1,051,365
				\$1,266,700	D, C			\$1,266,700
TRAFFIC MANAGEMENT 2A (2017) Fiber Optic Connectivity and ITS Equipment Installation	INTELLIGENT TRAFFIC SYSTEMS (ITS)	\$1,000,000	FUEL TAX	\$840,000	D, C			\$840,000
TRAFFIC MANAGEMENT 2B (2018) Fiber Optic Connectivity and ITS Equipment Installation (with potential right of way)	INTELLIGENT TRAFFIC SYSTEMS (ITS)	\$1,000,000	FUEL TAX	\$1,000,000	D, C, R			\$1,000,000

CAPACITY/CONGESTION RELIEF SUMMARY	PREVIOUS APPROVED	FY 19 POP FUNDS (PROPOSED)	PROPOSED TOTAL
RRIF/FUEL & SALES TAX:	\$81,852,286	\$11,294,500	\$93,146,786
RTC BONDS:	\$140,000,000	\$0	\$140,000,000
FEDERAL/OTHER NON RTC:	\$10,722,829	\$0	\$10,722,829
TOTAL:	\$232,575,115	\$11,294,500	\$243,869,615

Attachment C

2018 Preventive Maintenance Project

Road Name	From	To	Jurisdiction
AIRWAY DRIVE	END PCC 174' E E/S NEIL ROAD	W/S LONGLEY LANE	CITY OF RENO
ARLINGTON AVENUE	N/S FIRST STREET	N/S SIXTH STREET	CITY OF RENO
CARAT AVENUE	E/S DOUBLE DIAMOND PARKWAY	N/S STEAMBOAT PARKWAY	CITY OF RENO
CASHILL BOULEVARD	E/S McCARRAN BOULEVARD	W/S SKYLINE BOULEVARD	CITY OF RENO
CENTER STREET	N/S TRUCKEE RIVER BRIDGE	S/S NINTH STREET	CITY OF RENO
COURT STREET	E/S ARLINGTON AVENUE	W/S VIRGINIA STREET	CITY OF RENO
DEL MONTE LANE	W/S BONDE LANE	W/S NEIL/KIETZKE RAB	CITY OF RENO
DEL WEBB PARKWAY EAST	C/L SOMERSETT RIDGE PARKWAY	C/L SOMERSETT PARKWAY	CITY OF RENO
DEL WEBB PARKWAY WEST	C/L SOMERSETT RIDGE PARKWAY	C/L SOMERSETT PARKWAY	CITY OF RENO
DOUBLE DIAMOND PARKWAY	N/S DOUBLE R BOULEVARD	W/S DOUBLE R BOULEVARD	CITY OF RENO
FIFTH STREET	E/S WEST STREET	E/END CDS	CITY OF RENO
LAKE STREET	N/S MILL STREET	S/S SECOND STREET	CITY OF RENO
LANCASTER DRIVE	E/S YORKSHIRE DRIVE	W/S VIRGINIA STREET	CITY OF RENO
LIBERTY STREET	E/S ARLINGTON AVENUE	W/S CENTER STREET	CITY OF RENO
LONGLEY LANE	127' N N/S HOUSTON DRIVE	S/S ROCK BOULEVARD	CITY OF RENO
MAE ANNE AVENUE	S/S LA SALLE HEIGHTS	239' N N/S SHARLANDS AVENUE	CITY OF RENO
MILL STREET	W/S LAKE STREET	100' E E/S ROCK BOULEVARD	CITY OF RENO
NEIL ROAD	W/S NEIL-KIETZKE RAB	S/S McCARRAN BOULEVARD	CITY OF RENO
NINTH STREET	E/S VIRGINIA STREET	CITY LIMITS E OF SHOSHONE	CITY OF RENO
WEDGE PARKWAY	N/S MT ROSE HWY	S/S WHITE CREEK LANE	CITY OF RENO
RALSTON STREET	N/S FIFTH STREET	S/S UNIVERSITY TERRACE	CITY OF RENO
RED ROCK ROAD	N/S MOYA BOULEVARD	2636 FT N/O MOYA	CITY OF RENO
RIO WRANGLER PARKWAY	25' S S/S WESTERN SKIES DRIVE	S/S STEAMBOAT PARKWAY W/S	CITY OF RENO
RYLAND STREET	E/S HOLCOMB AVENUE	102' E E/S KIRMAN AVENUE	CITY OF RENO
SEVENTH STREET	E/S McCARRAN BOULEVARD	W/S VIRGINIA STREET	CITY OF RENO
SIERRA STREET	W/S VIRGINIA STREET	N/S CALIFORNIA AVENUE	CITY OF RENO
SILVER LAKE ROAD	E/S RED ROCK ROAD	300' E C/L MARINER COVE DRIVE (E)	CITY OF RENO
SIXTH STREET	E/S RALSTON STREET	W/S VIRGINIA STREET	CITY OF RENO
STEAMBOAT PARKWAY	E/S DAMONTE RANCH PARKWAY	E/S RIO WRANGLER PARKWAY	CITY OF RENO
UNIVERSITY TERRACE	E/S VINE STREET (N)	W/S SIERRA STREET	CITY OF RENO
VASSAR STREET	E/S VIRGINIA STREET	W/S TERMINAL WAY	CITY OF RENO
VIRGINIA STREET	W/S BUSINESS 395	E/S STEAD BOULEVARD	CITY OF RENO
CONEY ISLAND DR	W/E GREG PKWY	DEAD END	CITY OF SPARKS
DEMING WAY	SPICE ISLANDS DR	GLENDALE AVE	CITY OF SPARKS
DISC DR	PYRAMID HWY	SPARKS BLVD	CITY OF SPARKS
E GLENDALE AVE	MCCARRAN BLVD	E/E MEREDITH WAY	CITY OF SPARKS
E VICTORIAN AV	E/E STANFORD WAY	W/E NO MCCARRAN BLVD	CITY OF SPARKS
EL RANCHO BLVD	S/E SULLIVAN LN	W/E OF ISLAND @ MOOREPARK	CITY OF SPARKS
FRAZER AVE	S 21ST ST	CUL DE SAC	CITY OF SPARKS
GALLERIA PKWY	DISC DR	LOS ALTOS PKWY	CITY OF SPARKS
GLEN CARRAN CIR	SO STANFORD WAY (S)	SO STANFORD WAY (N)	CITY OF SPARKS
GREENBRAE DR	ROCK BLVD	4TH ST	CITY OF SPARKS
HULDA CT	HULDA WY	CDS	CITY OF SPARKS
HYMER AVE	E/E S 21ST ST	DEAD END	CITY OF SPARKS
INDUSTRIAL WAY	N/E CONEY ISLAND DR	S/E GLENDALE AVE	CITY OF SPARKS
KLEPPE LN	E GREG ST	E GREG ST	CITY OF SPARKS
LARKIN CIR	E GREG ST	CUL DE SAC	CITY OF SPARKS
LOS ALTOS PKWY	VISTA BLVD (S)	E/E PYRAMID HWY	CITY OF SPARKS
MEREDITH WAY	KLEPPE LN	S/E E. GLENDALE AVE	CITY OF SPARKS
N WINGFIELD PKWY	VISTA BLVD	WINGFIELD SPRINGS RD	CITY OF SPARKS
PITTMAN AVE	S 18TH ST	DEAD END	CITY OF SPARKS
PURINA WAY	SPICE ISLANDS DR	E GREG ST	CITY OF SPARKS
ROCK BLVD	VICTORIAN AVE	MCCARRAN BLVD	CITY OF SPARKS
S STANFORD WAY	NUGGET AVE	RAILROAD	CITY OF SPARKS
S WINGFIELD PKWY	WINGFIELD HILLS RD	VISTA BLVD	CITY OF SPARKS
SHABER AVE	S 18TH ST	S 15TH ST	CITY OF SPARKS
SPICE ISLANDS CT	SPICE ISLANDS DR	CUL DE SAC	CITY OF SPARKS
VICTORIAN AVE	E/E PYRAMID WAY	E/E STANFORD WAY	CITY OF SPARKS
VISTA BLVD	W/E N WINGFIELD SPRINGS PKWY	E/E (NORTH) HUBBLE DR	CITY OF SPARKS
WINGFIELD HILLS RD	E/E S WINGFIELD PKWY	97 S/O VISTA BLVD @ PCC	CITY OF SPARKS
ARROWCREEK PARKWAY	PRIVATE ENTERANCE @ TURN AROUND	W SIDE THOMAS CREEK	WASHOE COUNTY
DANDINI BOULEVARD	W. SIDE OF CLEARACRE LANE	170' W. OF W. LEONESIO DR	WASHOE COUNTY
DEL MONTE LANE	W. SIDE OF BONDE LANE	25 FT. N. OF VIEWCREST DR	WASHOE COUNTY
EASTLAKE BOULEVARD	CATTLEGUARD @ THE N. END	1750 FT. SO. CATTLEGUARD	WASHOE COUNTY

Attachment C

2018 Preventive Maintenance Project

Road Name	From	To	Jurisdiction
EIGHTH AVENUE	E. SIDE SUN VALLEY DRIVE	W. SIDE LUPIN DRIVE	WASHOE COUNTY
FIFTH AVENUE	E. SIDE LUPIN DRIVE	E. SIDE OF SUN VALLEY DR.	WASHOE COUNTY
FOOTHILL ROAD	WEST SIDE CARIBOU ROAD	WEST SIDE OF SO. VIRGINIA	WASHOE COUNTY
HIGHLAND RANCH PKWY	S.E. SIDE SUN VALLEY BLVD	37' W. OF PYRAMID HWY	WASHOE COUNTY
ISIDOR COURT	N. OF CALLE DA LA PLATA	280' W. OF CIRCUIT CT.	WASHOE COUNTY
LAKESIDE DRIVE	110 N. SIDE HUFFAKER LN.	NO. SIDE OF PARK GATE (SIDE ENT.)	WASHOE COUNTY
LUPIN DRIVE	N. SIDE FIFTH AVENUE	S. SIDE OF 9TH AVE.	WASHOE COUNTY
RED ROCK ROAD	228' S. OF BIRD SPRINGS	16' N. OF SPOKE RD.	WASHOE COUNTY
SOUTH VERDI ROAD	995' E. OF BRIDGE ST.	25' E. OF GARSON RD.	WASHOE COUNTY
SUN VALLEY BOULEVARD	N. SIDE OF 7TH AVE.	51' E. HIGHLAND RANCH PKW	WASHOE COUNTY
THOMAS CREEK ROAD	SO. SIDE OF ZOLEZZI LANE	35' N. STATE HWY 431	WASHOE COUNTY
WEST CALLE DE LA PLATA	29' W. OF PYRAMID HWY	N. SIDE OF EAGLE CANYON DR.	WASHOE COUNTY

Attachment D

Arterial Rehabilitation/Reconstruction Candidates

NAME	FROM	TO	AGENCY
SKY VISTA PARKWAY	W/S LEMMON DRIVE	N/S SILVER LAKE ROAD	CITY OF RENO
CALIFORNIA AVENUE	W/S BOOTH STREET	SW/S NEWLANDS CIRCLE (S)	CITY OF RENO
SUTRO STREET	N/S COMMERCIAL ROW	S/S FOURTH STREET	CITY OF RENO
NORTH HILLS BOULEVARD	N/S GOLDEN VALLEY ROAD	890' E E/S BECKWOURTH DRIVE	CITY OF RENO
NORTH HILLS BOULEVARD	125' W W/S BECKWOURTH DRIVE	S/S BUCK DRIVE	CITY OF RENO
NORTH HILLS BOULEVARD	890' E E/S BECKWOURTH DRIVE	125' W W/S BECKWOURTH DRIVE	CITY OF RENO
FIRST STREET	E/S CENTER STREET	W/S LAKE STREET	CITY OF RENO
SUTRO STREET	N/S McCARRAN BOULEVARD	1400' NORTH	CITY OF RENO
STATE STREET	E/S CENTER STREET	W/S LAKE STREET	CITY OF RENO
STATE STREET	E/S VIRGINIA STREET	W/S CENTER STREET	CITY OF RENO
GOLDEN VALLEY ROAD	E/S YORKSHIRE DRIVE	W/S VIRGINIA STREET	CITY OF RENO
15TH ST	C ST	PRATER WAY	City of Sparks
CARLYLE DRIVE	150' N C/L MONTGOMERY WAY	W/S YORKSHIRE DRIVE	CITY OF RENO

Attachment E

Collector Rehabilitation/Reconstruction Candidates

NAME	FROM	TO	AGENCY
COLBERT DRIVE	NW/S LONGLEY LANE	194' NW NW/S LONGLEY LANE	CITY OF RENO
HUNTER LAKE DRIVE	S/S FOSTER DRIVE	N/S FOSTER DRIVE	CITY OF RENO
LAKE STREET	S/END TRUCKEE RVR BRIDGE	N/END TRUCKEE RVR BRIDGE	CITY OF RENO
RALSTON STREET	N/S UNIVERSITY TERRACE	S/S ELEVENTH STREET	CITY OF RENO
SIERRA HIGHLANDS DRIVE	W/S SIMONS DRIVE	87' S SE/S IDLEBURY WAY	CITY OF RENO
SILVER LAKE ROAD	270' E E/S RED ROCK ROAD	941' E E/S RED ROCK ROAD	CITY OF RENO
SUSILEEN DRIVE	148' E C/L MERIDIAN LANE	W/S ARMSTRONG LANE	CITY OF RENO

Attachment F

Industrial Rehabilitation/Reconstruction Candidates

NAME	FROM	TO	AGENCY
FRANKLIN WAY	S/E RR XING	E GREG ST	City of Sparks
HAMMILL LANE	E/S KIETZKE LANE	E/END CDS	CITY OF RENO
NEWPORT LANE	NE/S RANGER ROAD	13' W W/S LINK LANE	CITY OF RENO
NEWPORT LANE	13' W W/S LINK LANE	BULLNOSE @ COLLINS (W/S)	CITY OF RENO
OHM PLACE	431' S S/S MILL STREET	S/S MILL STREET	CITY OF RENO
PANTHER DRIVE	470' W W/S NEW PANTHER DRIVE	W/S NEW PANTHER DRIVE	CITY OF RENO

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.

18-0598

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

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

- 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 repositioning 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.

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

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.

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

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.

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

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.

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

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@tmfcpd.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.

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

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.

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

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:

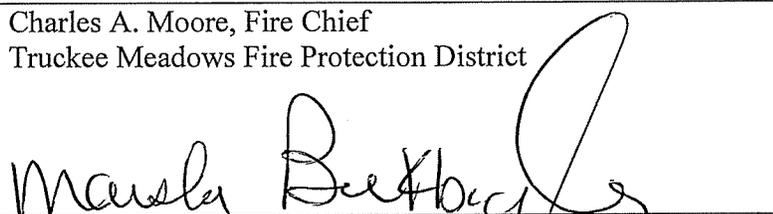
- a. When the Federal Agencies and County agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
- b. By 30 days written notification County to the Federal Agencies setting forth the reasons for termination, effective 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.

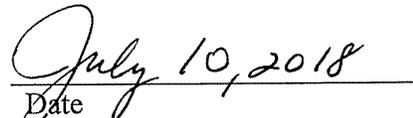
AUTHORIZED REPRESENTATIVES. By signature below, each Party certifies that the individuals listed in this document as representatives of the individual Parties are authorized to act in their respective areas for matters related to this instrument. In witness whereof, the Parties hereto have executed this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

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

Date



Marsha Berbigler, Chair
~~Truckee Meadows Fire Protection District~~ Washoe County
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 Date
USDA, Forest Service
Southwest Idaho/Nevada Group

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

FS Agreement No. _____
BLM Agreement No. _____
County Agreement No. _____

**2018
OPERATING PLAN
for
COOPERATIVE FIRE PROTECTION AGREEMENT
between the**

WASHOE COUNTY, STATE OF NEVADA

**and
USDA, FOREST SERVICE
HUMBOLDT-TOIYABE NATIONAL FOREST**

**and
USDI, BUREAU OF LAND MANAGEMENT
CARSON CITY DISTRICT
WINNEMUCCA DISTRICT
NORCAL DISTRICT**

This Operating Plan (OP) is entered into by and between Washoe County hereinafter referred to as the County; United States Department of Agriculture, Forest Service (USFS), Humboldt-Toiyabe National Forest, hereinafter referred to as the Forest Service; and the USDI, Bureau of Land Management, Carson City District; Winnemucca District; and NorCal District, hereinafter referred to as the BLM. Forest Service and BLM jointly will be referred to as the Federal Agencies. Collectively, all will be referred to as Parties. This OP becomes attached to and made part of the cooperative fire protection agreements listed above.

The Parties agree to the following:

A. PURPOSE:

The purpose of this OP is to define operating procedures and responsibilities within the framework of the above referenced Cooperative Fire Protection Agreement.

B. GENERAL PROVISIONS:

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.

FS Agreement No. _____
BLM Agreement No. _____
County Agreement No. _____

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.

The Federal Agencies have the responsibility for prevention, protection and suppression, including direct and indirect perimeter control, of wildland fires on federally administered lands, and on adjacent or intermingled State and private forested/range lands as identified through written agreement in the Cooperative Fire Protection Agreement between signatory agencies dated _____. The Federal Agencies will not assume responsibility for structure fire suppression and/or protection that is the legal jurisdictional of another entity (State, County, Local, Tribal or property holder). The Federal Agencies are not responsible for fighting structure fires. However, the Federal Agencies may assist in providing structure protection, but not structure suppression. Such activities will be limited to the exterior of structures, and only when such actions can be accomplished safely and in accordance with established wildland fire operations standards.

The mission and intent of this agreement is to provide for cooperation by the Parties in the wildland fire management (prevention, detection and suppression of wildland fires) and in all-hazard emergency events, conduct support function activities as requested by other Parties, to the extent the provision of such support is properly authorized.

1. The mutual aid period for the purposes of this OP shall be up to 24 hours unless specified otherwise (i.e., cost share agreement).
2. All assistance beyond the 24 hours shall be assistance-by-hire and will be billed retroactively for the full period from the time of initial dispatch.
3. For the purpose of this OP, fire engines (all types), water tenders (all types) and initial attack overhead are understood by the Parties to be 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.
4. On multi-jurisdictional incidents a cost share agreement shall be developed, documented and signed. Incidents within the mutual aid period not utilizing assistance by hire resources do not require a cost share. See Exhibit G for cost share agreement template.
5. No Party to this agreement will be required to deplete its own fire protection resources, services and facilities to the detriment of its fire protection responsibilities.
6. Participation of County resources is encouraged on local, geographic and national incident management teams, as well as single resource assignments. Payments of personnel will be in accordance with Exhibit E rates.

FS Agreement No. _____
BLM Agreement No. _____
County Agreement No. _____

All resources provided by County for suppression activities on the federal jurisdiction fires during the “off season” will be considered assistance-by-hire. This period is October 15 to May 15 each year.

For any “off season” federal fires to be considered for assistance-by-hire reimbursement, the County must:

- Contact the Sierra Front Interagency Dispatch Center immediately, and provide a verbal size-up of the incident upon arrival of the initial attack Incident Commander (IC).
- Furnish the Protecting Party a written incident report within ten (10) days. A sample fire report is included as Exhibit F.
- Ordering of resources beyond the initial response will be coordinated with the federal duty officer.

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

C. AGENCY CROSS NOTIFICATION OF FIRES:

Fires will be reported as follows:

Fires occurring on or threatening lands inside the boundaries of the County will be reported immediately to agency of jurisdiction dispatch center.

Fires occurring on or threatening lands of federal ownership will be reported immediately to the Sierra Front Interagency Dispatch Center (SFIDC).

Initial size up report will be provided to the appropriate dispatch center as soon as possible.

The initial fire report shall include, if available, the following information:

1. Fire Name
2. IC’s Name
3. Location (lat & long and general or common name location)
4. Present size (in acres)
5. Spread Potential
6. Resources needed, increase or decrease response

D. ANNUAL COORDINATION MEETING:

A coordination meeting between the County and the Federal Agencies will be held as needed annually by April 1. This meeting will review the past year of cooperative assistance and revise the OP, as needed. All exhibits will be reviewed, updated as needed, and attached to the OP as part of the annual review. Parties to this agreement will communicate preseason to identify critical resources areas (i.e., critical wildlife habitat, etc.).

FS Agreement No. _____
BLM Agreement No. _____
County Agreement No. _____

Maps which identify each of the Parties' jurisdictional boundaries will be exchanged and updated annually and provided during the coordination meeting. This is critical in establishing an understanding of responsibilities, unprotected areas, overlap areas, and mutual aid areas. Exhibits A and B identify each of the Parties' jurisdictional boundaries and shall become part of this OP. It is preferred that maps be produced in a GIS format.

E. COMMUNICATIONS/FREQUENCIES:

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

Each agency that is signatory to this Operating Plan is permitted to use each other's frequencies during the emergency activities or training to contact resources of the cooperators in conjunction with the communications plan for the incident. The communications plan may be a formal document, as in the case of an incident command team deployment or it may be an informal verbal agreement made on the ground by the Incident Commander(s) and/or Agency Representative. Use of frequencies is permitted in "narrowband" and VHF mode only. Federal Communications Commission procedures will be followed when operating radio(s) on any Party's frequency.

When multi-agency or a rapidly expanding incident occurs, the use of VFIRE frequencies for the tactical channel is mandatory to ensure common communications on the fire ground. Weather warnings, emergency broadcasts, tactical changes etc. will be transmitted over the command frequency to all units on the scene.

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

See Exhibit D for a current list of frequencies and repeater locations.

F. OPERATIONS:

Rapid dispatching of personnel and equipment to fires is primary to both Parties. It is critical that dispatch organizations have clear direction and understanding of procedures. It is equally important that initial attack resources understand their roles and responsibilities, and those of the other agencies. It is highly recommended that all Parties to this document attend annual Computer Aided Dispatch (CAD) or similar reviews. Personnel shall be familiar with the following:

1. When one Party requests assistance for purposes other than mutual aid or initial attack from the other, reimbursement may be provided. Standards for qualifications, training, and physical fitness as set in the National Wildfire Coordinating Group (NWCG) PMS 310-1 "*Wildland Fire Qualification System Guide*" or National Incident Management

FS Agreement No. _____
BLM Agreement No. _____
County Agreement No. _____

System (NIMS) Certification Standards are required. At the time of the request, the Supporting Party will identify the person in charge of responding resources.

- a. During initial action, all agencies (federal, state, local and tribal) accept each other's standards. Once jurisdiction is clearly established, then the standards of the agency(s) with jurisdiction prevail.
 - b. Prior to the fire season, federal agencies should meet with their state, local and tribal agency partners and jointly review the qualification/certification standards and Personal Protective Equipment (PPE) that will apply to the use of local, non-federal firefighters during initial attack on fires on lands under the jurisdiction of a federal agency. Each Party will advise the other of applicable cross training opportunities for personnel.
2. Personal Protective Equipment: All fire personnel assigned to fire line suppression duties on an uncontrolled wildfire incident will wear NWCG approved or equivalent appropriate PPE.

Additional PPE as identified by local conditions, material safety data sheet (MSDS) or Job Hazard Analysis/Risk Assessment (JHA/RA) (i.e. specialized leg protection/chaps during chain saw use) may be required.

3. Before fire suppression efforts begin all fire fighters will be briefed.
4. The Parties agree to operate under the concept defined in the National Incident Management System (NIMS) including the Incident Command System (ICS). Unified command should be used whenever multiple jurisdictions are involved, unless extraordinary circumstances dictate otherwise.
5. The Incident Commander (IC) or unified command shall establish a command structure communications plan and incident objectives, identify and make hazards known, and name the incident (if necessary). All resources on scene and arriving will have the incident name provided to them. The Incident Commander will be identified as "Incident Command or IC". The IC shall inform the servicing dispatch center with the incident name, and provide to dispatch their name and agency position title (i.e., Elko Battalion 35).
6. The IC or designee will order and track all resources through a single point. Once unified command is established, the interagency dispatch center will become the single point of ordering for wildland resources. All HAZARD resource ordering will be ordered through the District and payment for those resources will be the responsibility of the District.

FS Agreement No. _____
BLM Agreement No. _____
County Agreement No. _____

7. It shall be the policy of all Parties to release a Supporting Party's personnel and equipment from emergency duties as soon as practical and mutually agreed upon between the IC and the Supporting Party.
8. Each Party will make available and familiarize their officers with the contents of this OP.
9. Sierra Front Interagency Dispatch Center will coordinate the use of aircraft resources. The County may order air tanker, helicopter, or observation flights through the interagency dispatch center, but the operational phase will remain under the direction of the incident IC. The County will provide mission objectives, geographic coordination, and hazards in the area (power lines, houses, etc.). Any aircraft not ordered by the Parties to this agreement is limited to operations on private lands, and incident personnel will not have any operational control. It is imperative that County who has non-federal aircraft responding inform the interagency dispatch center. A review of aerial coordination procedures (e.g., frequencies, Fire Traffic Area (FTA)) will be part of the annual coordination meeting agenda. The Federal Agencies will not pay for aircraft that are not approved for federal use. All aviation resources and associated support ordered will be considered assistance-by-hire, and therefore always billable.
 - a. Air Operations: Wildland fire aviation includes a variety of aircraft and operations. Helicopters are used to drop water, transport crews, reconnaissance, infrared, and deliver resources to the fire line. Fixed-wing aircraft include smokejumper aircraft, air tactical platforms, Single Engine Airtankers (SEATs), large airtankers (LAT), and very large airtankers (VLAT). These aircraft play a critical role in supporting firefighters on the ground.
 - b. Pilot and Aircraft Approval: All pilots and aircraft involved with aviation suppression operations over Federal Lands will be approved and/or carded for their specific mission(s) by Office of Aircraft Services (OAS) or United States Forest Service (USFS).
 - c. Boundary Issues: The requirement for increased management and coordination is due to the possibility of two or more agencies/cooperators conducting simultaneous, uncoordinated aviation operations within those areas which would unknowingly put the responding aerial resources within close proximity to one another, placing aircraft and crews at risk. Airspace boundary plans should be employed in areas where this occurs. Any agency conducting aerial operations within a "neutral air" corridor or zone (ten mile width) will immediately notify the adjoining agency/cooperator of such operations. This is accomplished to and from dispatch offices prior to the commencement of operations and when operations cease. Agency aircraft will establish contact on the assigned air-to-air frequency. Should contact not be made, the contact air-to-air frequency will be "Air Guard" 168.625 MHz (TX tone 110.9). Examples of aviation operations

FS Agreement No. _____
BLM Agreement No. _____
County Agreement No. _____

include fire reconnaissance, fire suppression missions, special aviation projects, resource management flights, helicopter logging, etc.

- d. Airspace De-confliction: Airspace de-confliction is a term used to describe the process of reducing the risk of a near mid-air collision or TFR intrusion by sharing information regarding flight activity with Department of Defense military units, general aviation and other agency aviation programs. Airspace de-confliction will occur for both emergency and non-emergency aviation activities by contacting the local federal dispatch center.
 - e. Temporary Flight Restrictions (TFR): In order to enhance safety during an incident or project, the FAA may be requested to issue a Notice to Airmen (NOTAM) to pilots; these could be either a Temporary Flight Restriction (TFR) or a NOTAM (L) or NOTAM (D).
 - f. Fire Traffic Area (FTA): The Incident Commander or designee will monitor the assigned Air to Ground frequency assigned to the incident.
 - g. At no less than twelve nautical miles from the incident, all aircraft will establish radio communication with the incident before entering the Fire Traffic Area. If positive radio communication is not established, aircraft must hold at seven nautical miles.
10. Raven Helicopter Program: Through this Plan, and pursuant to the Agreement, County Sheriff's Department Raven Helicopter Program may be utilized on Federal jurisdictional lands.
- a. Aircraft and aircraft services provided by County Sheriff's Department Raven Helicopter Program shall be furnished consistent with the operating standards prescribed in DOI Manual 351 DM 4.4 (Cooperator Aircraft Other Government Agency)(Attachment 1) and DOI AM Operational Procedures (OPM) Memorandum NO. 06 21 (Attachment 2) as well as Interagency Helicopter Operation Guide.
 - b. County Sheriff's Department Raven Helicopter Program will annually provide a written request to the BLM Carson City District Office for approval and carding of aircraft which will be accomplished through Office of Aviation Services (OAS). The request will include a listing of the aircraft and pilots to be inspected.
 - c. OAS will annually issue a letter listing the approved County Sheriff's Department Raven Helicopter Program personnel and aircraft that meets the 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 federal agencies to ensure that only personnel and aircraft that have been approved by OAS are utilized.

FS Agreement No. _____
BLM Agreement No. _____
County Agreement No. _____

- d. Dispatching and flight following of County Sheriff's Department Raven Helicopter will be in accordance with DOI Manual DM 351 and will be dispatched by the local agency dispatch center (County Sheriff). The local dispatch center will notify Sierra Front Interagency Dispatch Center (SFIDC) 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.
 - e. Reimbursement for the use of County Sheriff's Department Raven Helicopter will be accomplished utilizing form OAS-23E, Aircraft Use Report, and payment procedures prescribed by OAS in Attachment 3. All flight time recorder on the Hobbs meter will be documented on form OAS-23E. Non revenue flights will be noted "Not for payment purposes" in the remarks section. BLM will only pay for actual flight hours as reflected in the rates. BLM will not pay for stand-by or extended hours. County Sheriff's Department Raven Helicopter flight personnel shall fill out the OAS-23E. Once processed by County Finance Section, the OAS-23E will be forwarded to the Carson City District Office for review and completion. The OAS 23E will then be submitted to the NOC Finance Office. Rates are posted in Exhibit E of this Operating Plan.
11. All Parties will coordinate fire restrictions or closures due to weather or fire severity where practical.
12. General Cooperative Activities: All protection units will, to the extent possible, provide fire prevention programs, inspections, and enforcement as necessary to adequately address fire issues in their Direct Protection Areas/jurisdiction. In addition, units are encouraged to undertake joint prevention activities in areas of mutual interest whenever practical.
13. Information and Education:
- a. Joint Press Releases: Parties should develop joint press releases on cooperative fire protection issues/incidents to ensure that the interests of all affected agencies are adequately addressed.
 - b. Smokey Bear Program: Parties should cooperate in the coordinated delivery of Smokey Bear program in direct protection areas.
 - c. Local Education Program: The use of interagency teams to conduct local educational programs is encouraged to facilitate improved public knowledge of the mission and responsibilities of all the cooperating agencies.
 - d. Fire Prevention Signs: Coordination and placement of fire prevention signs should be used in order to prevent duplication of effort or sending mixed messages. This is especially important for fire danger rating signs.
14. Cause and Origin Investigations:

FS Agreement No. _____
BLM Agreement No. _____
County Agreement No. _____

- a. Each Party will be responsible for cause and origin investigations within the boundaries of their jurisdictional areas. If multiple jurisdictions are affected by the same wildland fire, the jurisdiction in which the suspected origin is located will serve as the lead for the investigation. Any Party may request assistance from Agencies outside the suspected origin jurisdiction.
 - b. For multi-jurisdictional incidents the lead Agency must invite all Parties' appropriate fire investigation personnel to work jointly with the lead Agency to determine the fire cause and origin, whether the fire was human caused, and if human caused whether it was the result of negligence or intentionally set.
 - c. Where the cooperating agency is federal, appropriate federal law enforcement and/or fire investigation personnel will assist the lead agency in making those assessments.
 - d. For all fire trespass/arson matters, cooperating agencies will provide fire investigation reports, cost figures and cost documentation to the lead agency.
 - i. Costs include, but are not limited to, fire suppression, natural resource damages, emergency stabilization, and rehabilitation.
 - ii. Cooperating agencies will provide an estimate of these costs to the lead agency within 60 days of the fire being declared out.
15. When one Party to this Agreement takes initial action on a fire in another Agency's jurisdiction, every effort will be made to protect the area containing the origin of the fire and protect evidence that may be pertinent to identifying the fire cause. Information generated from investigation of the origin of the fire and other information concerning incendiary fires, etc. will be shared with all Parties to increase probability of prosecution and/or cost recovery.
16. Wildland Urban Interface – The operational roles of the Federal Agencies as partners in the wildland urban interface are wildland firefighting, cooperative prevention and education. Structural fire suppression is the responsibility of State, Local or Tribal governments.
17. Federal Agency firefighters who encounter structure, vehicle, or landfill fires during normal wildland suppression duties, or who are dispatched to such fires due to significant threat to adjacent agency protected lands/resources, will not engage in direct suppression action. Structure protection (not suppression) activities will be limited to exterior efforts, and only when such actions can be accomplished safely and in accordance with established wildland fire operations standards. For the current Great Basin Community and Structure Fire Protection Guidelines see Exhibit H.

FS Agreement No. _____
BLM Agreement No. _____
County Agreement No. _____

18. Emergency Medical Responses – Federal Agency personnel are not funded, trained or equipped to respond to medical emergencies. Under no circumstances will Federal Agency resources be dispatched for medical emergencies.

G. SHARING FACILITIES:

Administrative/Training: Sharing of facilities for the purpose of training is beneficial for all agencies to this agreement; therefore there will be no charge for the use of Agencies’ facilities for training.

Incidents: Agencies to this agreement agree that the use of facilities will be free for the first twenty-four hours (24) for incident support. After 24 hours facilities will be rented to the other agency. Facilities such as fire stations and work centers are not designed to support the large numbers of personnel involved in incidents. Bases and camps need to be established if the incident goes beyond initial attack and/or a large number of personnel is required by the incident.

H. PROTECTION ORGANIZATION & RATES:

See the Agency Rate Tables in Exhibit E.

I. COST SHARE:

Cost share agreements must be easily understood and correspond to agency cost accounting/tracking methods in order to facilitate the billing process. Jurisdictional agencies should implement a method to track costs that occur outside of the cost share period (e.g., assign resources new incident order numbers and establish new agency-specific accounting codes).

A cost share agreement will be developed on the basis of one or a combination of the following four criteria:

1. Initial Attack Agreement (mutual aid)
2. Acres Burned
3. You Order, You Pay (YOYP)
 - a. A unified ordering point is required and agencies agree to who will order which resources.
 - b. On-incident support costs may be split by the percentage of agency requested resources.
 - c. Off-incident support costs are paid for by the ordering unit.
4. Cost Apportionment

Fire cost tracking and accountability (i.e. air tanker and helicopter drop numbers and location) should be established and maintained early during initial attack.

FS Agreement No. _____
BLM Agreement No. _____
County Agreement No. _____

An after-action fiscal review may be conducted at the request of any Party.

Cost Shared Items: The following is a list of items that are typically cost shared in multi-jurisdiction incidents. This list is not all-inclusive. Costs associated with, and incurred by, incident generated resource orders are typically shared.

- a. Aircraft Costs - Aircraft (fixed and rotor wing) and associated retardant and personnel costs.
- b. Equipment Costs - Emergency equipment used to support the incident.
- c. Incident Cache Costs - Cache costs may include refurbish, replacement, resupply, and labor costs.
- d. Incident Rehabilitation Costs - Rehabilitation activities of assigned incident personnel to mitigate further damage to improvements and land occurring from direct suppression activity can be included in cost sharing, e.g., minor fence repair, dozer line, erosion control.
- e. Initial Attack Resource Costs - Initial attack resource costs are included in determining the cost-share percentages and in deriving actual incident costs. In a cost-share incident, the provisions in the Cooperative Agreement associated with this OP for initial attack assistance at no cost do not apply.
- f. Off-Incident Support Sites - Mobilization, demobilization, rest and recuperation sites, etc., usually serve multiple incidents and are typically not ordered for a specific incident. The incident cost share agreement usually will not address cost sharing of these sites. Incident agencies should establish separate cost share agreements for these items.
- g. On-Incident Support Costs - Costs incurred for services supplied within the incident, e.g., shower units, catering units, commissary units, cache supplies and materials.
- h. Personnel Costs - Costs of assigned incident personnel including the IMT, crews, casuals, etc.
- i. Transportation Costs - Costs associated with movement of resources to and from an incident.
- j. Administrative Surcharge (Indirect Charge) - The Parties to this agreement will not charge each other an Administrative Surcharge/Indirect Charge. Resources obtained via external agreements which include an administrative surcharge are allowable.

Non-Cost Shared Items: The following lists items that are typically not cost shared:

- a. Accountable Property - Accountable and/or sensitive property, as defined by each agency, that is purchased by the agency and becomes property of that agency.
- b. Administrative Overhead Costs - Costs of agency personnel, support, and services not directly assigned or ordered by an incident. These include normal operating expenses such as basic utility costs, buildings and facilities rent, administrative support, and personnel. These costs are usually agency-specific, unless addressed in master or cost share agreements.
- c. Claims Costs - Responsibility for tort claims or extraordinary settlement costs will be addressed through a separate agreement between agencies.

FS Agreement No. _____
BLM Agreement No. _____
County Agreement No. _____

- d. Move Up and Cover Costs - Includes additional costs over and above base salary of “backfilling” agency personnel to meet agency-specific staffing requirements.
- e. Post-Incident Rehabilitation Costs - Costs incurred to rehabilitate burned lands, such as seeding, check dam construction, and archaeological mitigation.

Final Cost Determination: Costs will be determined by using agency financial records.

Transfer of Responsibility Procedures: When Incident Management Teams (IMTs) are rotated, the departing team must brief their counterparts on all cost sharing agreements and documentation to date, and provide copies of these documents. If there is a change in the Agency Administrators or representatives the departing Agency Administrators shall brief and provide copies of any existing cost sharing agreements and documentation to the incoming Agency Administrators to ensure the incoming Agency Administrators have a clear understanding of all the decisions and agreements used to develop the final cost share percentages and conditions that will be used to generate the final cost share agreement.

Wildland Fire Protection Program (WFFP). If the County is covered under a WFFP agreement with Nevada Division of Forestry (NDF) and the incident falls under that agreement, NDF will be a signatory Party on the cost share. The County is required to notify NDF Duty Officer of any wildland fire within their jurisdiction that may require a cost share agreement. NDF will assume an active role in the development of cost share agreements.

J. COMPENSATION FOR SERVICES:

This portion of the OP establishes standard payment rates and billing procedures for equipment and personnel used for the purpose of this agreement.

It is understood that no Party is entering this plan to make a profit from assisting the other, but rather, developing a method of recovering legitimate expenses. Every effort will be made by the Parties to minimize costs.

1. Within Mutual Aid Period: No billing will occur for expenses with the mutual aid period except for the resources identified as assistance-by-hire.
2. Resources working beyond Mutual Aid Period: The Supporting Agency will bill the Protecting Agency for actual costs incurred for assistance provided and identified as reimbursable. Resources exceeding the mutual aid period will be billed retroactively for the full period from the time of initial dispatch.
3. Incident Billing Documentation: Federal, State and Local cooperators should receive an OF-288, Emergency Firefighter Time Report for each resource assigned to the incident. Resources are to ensure that OF-288s are complete and accurate prior to demobilization from the incident. Incident agencies are not to submit OF-288s to the agency payment center on behalf of the federal (excluding Forest Service AD employees), State or Local

FS Agreement No. _____
BLM Agreement No. _____
County Agreement No. _____

cooperators. (Note: On smaller local incidents, an SF-261, Crew Time Report, signed by an incident supervisor will suffice in place of an OF-288.)

OF-286, Emergency Equipment Use Invoice, shall not be completed by the incident agency for federal, state and local cooperator vehicles (including rental vehicles) nor should any type of equipment invoice be submitted to the Protecting Agency payment center on behalf of the federal, State or Local cooperators. Supporting Agencies will bill the Protecting Agency for vehicle use based on work time recorded on the OF-288 using the guidelines below.

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

Non-Billable Items: The following items are NOT considered billable by the Parties:

- a. Agency overhead personnel performing agency specific duties and not assigned to the incident
- b. Non-expendable accountable property
- c. Interest and indemnities payments
- d. Agency specific Burned Area Emergency Rehabilitation (BAER) beyond suppression damage rehab
- e. False Alarms with the exception of assistance by hire resources and their associated supporting costs
- f. Administrative Surcharge/Indirect Charges

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.

Billable and Shareable: Associated Costs Not On Resources Orders – There are associated costs that both State, County and Federal Agencies incur in providing resources to an incident. Personnel, equipment, supplies or services provided by a supporting agency and essential to filling the resource order, which are necessary and reasonable, shall be considered as reimbursable as Assistance-by-Hire. While, on the surface, they are not ordered “by and for the incident,” they are necessary to mobilize ordered resources or acquire services for the incident and are valid charges (i.e. mobilization of crews, equipment contractors, etc.). These associated costs that are a result of the incident are considered to be an added cost to the agency. These activities may not be “documented” on a resource order and will be billed using agency specific financial system reports. Examples include, but are not limited, to:

- a. Dispatchers
- b. Airbase Costs - Includes salaries, travel expenses, retardant and supplies associated with the airbase in support of the incident.
- c. Warehouse/Cache - Includes local and regional cache personnel and associated transportation costs when performing activities in support of the incident.
- d. Mobilization Centers - Includes personnel performing activities within a mob center in support of the incident. These mobilization centers are established by agencies to support the incident.
- e. Travel Per Diem/Transportation Costs - Includes mileage and lodging/meals and incidental expenses incurred while enroute to/from the incident or not provided at the incident. These expenses shall not exceed the published General Services Administration (GSA) allowable rates. Exception: Those instances where the GSA lodging rate (excluding room taxes) cannot be obtained shall be documented and copies of the documentation shall be provided with the billing invoice.
- f. Temporary Incident Payment Center Activity - Includes personnel performing activities in support of the incident, which may include salaries, travel expenses, supplies and temporary facility rental.
- g. Agency Support Cost Covered Under Specific Labor Agreements - Includes cost of lodging/per diem and related mileage to and from the incident.
- h. Personnel Backfill - Backfill coverage for shift firefighters assigned to fire stations is billable to the incident. Reimbursement will not be provided for both the “backfill” resource and resources mobilized to an incident for the same time period (i.e., Only one type of resource may be billed per day – either the backfill resource or the incident resource. Occasionally, more than one person may be required to fulfill an agency’s backfill shift requirement. In those cases, no more than 24 hours per day will be billed for the backfill resources.).
- i. Invoice Preparation - Includes actual charges by agency staff for the preparation of incident billing documents/packages.
- j. Correction Officers - All time for State correction officers will be fully

FS Agreement No. _____
BLM Agreement No. _____
County Agreement No. _____

reimbursable. Base pay and overtime is reimbursable if there is no back fill. If the Department of Corrections back fills then only overtime for the correctional officer and backfill is reimbursable.

- k. Compensated Days off at End of Incident - It is agreed that employees of the Parties to this Agreement shall at all times be subject only to the laws, regulations, and rules governing their employment, regardless of their employing agency, and shall not be entitled to compensation or other benefits of any kind other than that specifically provided by the terms of their employment.

4. Billing Submission:

On fires where costs are incurred pursuant to the terms of this agreement, the Supporting Agency shall submit a bill or estimate for reimbursement as soon as possible, but not later than 180 days after the fire is declared out. If final costs are not known at that time, an estimated amount will be provided to the Protecting Parties. Contested items will be resolved by the Parties signatory to this Operating Plan. If consensus cannot be reached, those items of concern will be elevated to the next higher level of management for resolution. Payment shall be made to the Supporting Party within 90 days after receipt of the billing invoice.

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

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

Federal Agency Billings:

Submit bills to the County whenever the County is the protecting agency and billing is appropriate. If the County is covered under a WFPP agreement with Nevada Division of Forestry (NDF) and the incident falls under that agreement, billings will be submitted to NDF for payment.

Washoe County Management Services
C/O Truckee Meadows Fire Protection District/Department
Charles Moore, Fire Chief
P.O. Box 11130
Reno, NV 89520

County Billings:

"Off-season" billing reimbursement requests for federal fires will be sent directly to the appropriate federal agency.

FS Agreement No. _____
BLM Agreement No. _____
County Agreement No. _____

- a. BLM/BIA/FWS/NPS Jurisdictional Fires: All billings for both in-state and out-of-state BLM/BIA/FWS/NPS jurisdictional fires will be billed to the BLM District Office.

United States Department of the Interior
Bureau of Land Management
Carson City District Office
Attention: Fire Management Officer
5665 Morgan Mill Road
Carson City, NV 89701

- b. FS Jurisdictional Fires: All billings for both in-state and out-of-state FS jurisdictional fires will be billed to the Humboldt-Toiyabe National Forest.

United States Forest Service
Humboldt-Toiyabe National Forest
Attention: Incident Business
1200 Franklin Way
Sparks, NV 89431

- c. State Fires (Out of State): Submit all billings for state fires outside the state of Nevada to the Humboldt-Toiyabe National Forest.

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

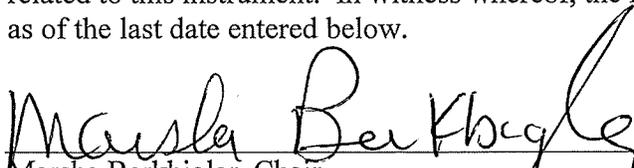
- a. Invoice, including:
 - i. Cooperator name, address, phone number, and agency financial contact.
 - ii. Agreement number.
 - iii. Incident name, incident number and financial accounting code.
 - iv. Dates of the incident covered by the billing.
- b. Summary cost data for the amount being billed. Use costs reports generated by the agency to support the billing whenever possible.
- c. Copies of resource orders and other supporting documentation (i.e., WildCAD). Receipts should be in the form of photocopies.
- d. Copies of applicable cost share agreements.
- e. Cost share split report (if applicable)

- 6. **Payment Due Dates**: All bills will have a payment due date 90 days after date of issuance. This OP is valid until replaced.

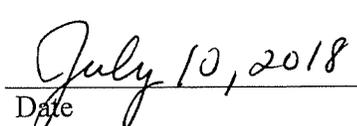
FS Agreement No. _____
BLM Agreement No. _____
County Agreement No. _____

K. 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 entered below.



Marsha Berkgigler, Chair
Truckee Meadows Fire Protection District Washoe County
Board of Fire Commissioners



Date

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

Date

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

FS Agreement No. _____
BLM Agreement No. _____
County Agreement No. _____

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

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

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. District/Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

FS Agreement No. _____
BLM Agreement No. _____
County Agreement No. _____

EXHIBIT A
MAP
WILDLAND FIRE PROTECTION RESPONSIBILITY FOR URBAN AREAS

<https://www.dropbox.com/sh/f7lrpgntrfq6r8/AAD4xinr8KM22WbVg-rHI62Sa?oref=e>

FS Agreement No. _____
BLM Agreement No. _____
County Agreement No. _____

EXHIBIT B
MAP
WILDLAND FIRE PROTECTION RESPONSIBILITY FOR FEDERAL LANDS
<https://www.dropbox.com/sh/f7lrpgntrfq6r8/AAD4xinr8KM22WbVg-rHl62Sa?oref=e>

FS Agreement No. _____

BLM Agreement No. _____

County Agreement No. _____

**EXHIBIT C
LIST
EMERGENCY CONTACT PERSONNEL**

Washoe County and Truckee Meadows Fire Protection District

Name	Title	Office	Cell	Fax
Charles Moore	TMFPD Fire Chief	775-328-6123	775-313-8903	775-326-6003
Scott Gorgon	TMFPD Dep. Fire Chief	775-328-6125	775-315-6649	775-326-6003
John Slaughter	County Manager	775-328-2060	775-391-9399	775-328-2491
Kate Thomas	Mgmt. Service Director	775-328-6008	775-527-2264	775-328-2491

Sierra Front Interagency Dispatch Center SFIDC

Name	Title	Office	Cell	Fax
Emergency Number	Report Fire/Incident	775-782-3223		
After Hours Cell			775-721-0312	
After Hours Backup			775-230-4782	
Mindy Stevenson	Center Manager	775-782-1448	775-230-4912	775-782-1441
Vacant	Asst Center Mngr	775-782-1405	775-443-8634	775-782-1441
Helen Frazier	Intelligence Dispatcher	775-782-1453		775-782-1441
Charles Meeks	Logistics Coordinator	775-782-1455	775-560-4318	775-782-1431

Carson Ranger District FS

Name	Title	Office	Cell	Fax
Mike Wilde	Fire Management Officer	775-884-8145	775-721-0682	775-884-8199
Stacy Saucedo	Asst Fire Mgmt Officer	775-884-8141	775-790-0746	775-884-8199
Charlie Dobson	Asst Fire Mgmt Officer	775-355-5379	775-846-3056	530-694-9315
Vacant	BC 13			
Paul Washam	BC 11	530-694-2142	775-846-2882	530-694-9315
Irene Davidson	District Ranger	775-884-8100	775-721-1259	775-884-8199

Carson City District BLM

Name	Title	Office	Cell	Fax
Duty Officer			775-885-6199	
Vacant	District Manager	775-885-6151		775-885-6147
Dennis Strange	Fire Management Officer	775-885-6103	775-309-7448	775-885-6106
Jonathan Palma	Asst Fire Mgmt Officer	775-885-6104	775-309-7781	775-885-6106
Ray Bennett	Asst Fire Mgmt Officer	775-887-3521	775-430-3942	775-885-6106
Shane Charley	Division Chief - Aviation	775-885-6182	775-720-3411	775-885-6106
Tim Roide	Division Chief - Fuels	775-885-6185	775-230-1004	775-885-6106
Billy Britt	BC 3901	775-885-6006	775-721-7107	775-885-6106
Asad Rahman	BC 3902	775-885-6195	775-309-7486	775-885-6106
Dan Gustafson	BC 3903	530-827-2220	775-291-0437	775-885-6106
Jade Martin	BC 3904	775-475-0350	775-315-0608	775-885-6106
Vacant	BC 3906			775-885-6106
Keith Barker	BC 3907	775-885-6120	775-315-6104	775-885-6106
Ryan Elliott	BC 3908	775-885-6167	775-315-6108	775-885-6106
Kevin Kranz	BC 3909	775-885-6083	775-400-6902	775-885-6106
Kevin Kelly	Supt 30	775-392-3041	775-230-1003	775-885-6106
Justin Cutler	Capt 30	775-392-3041	775-315-6113	775-885-6106

FS Agreement No. _____

BLM Agreement No. _____

County Agreement No. _____

Winnemucca District BLM

Name/Call Sign/Title	Area Code	Office	Cell Phone
Winnemucca BLM / USFS Santa Rosa Duty Officer - 24 hour	775	625-3055	625-3055
Donovan Walker – CH 21 Fire Management Officer	775	623-1526	304-1001
Josh Henry– DV 21 Assistant Fire Management Officer	775	623-1767	304-1007
Lisa Walker – DV 2700 CNIDC Center Manager	775	623-1750	304-1037
Jared Speer– BC 21 Fire Operations Supervisor- Winnemucca	775	623-1767	304-1007
Eric Nolan – BC 23 Fire Operations Supervisor-Lovelock	775	273-1793	304-2937
Christina Phillips -Fire Program Analyst	775	623-1587	621-6629
Mary Loan -Zone Unit Aviation Manager	775	623-2397	304-1021

NorCal District BLM

Name	Title	Office	Cell	Fax
Alan Bittner	District Manager	530-224-2160	530-227-3846	530-224-2172
Dereck Wilson	Assoc. District Manager	530-224-2177	530-204-7855	530-224-2172
Walter Herzog	District FMO	530-224-2151	530-310-3209	530-224-2172
Marshall Thompson	Associate District FMO	530-252-5366	530-251-3633	530-257-4831
Federal Center Manager- Vacant	SIFC Federal Center Manager	530-257-5575		530-257-4831
Ed Merrill	Eagle Lake FO FMO	530-252-5301	530-310-3205	530-257-4831
Jeremy McMahon	Eagle Lake FOS	530-252-5363	530-310-3215	530-257-4831
Shawn Compton	Applegate FO FMO	530-233-7929	530-640-2224	530-233-5696
Ian Harrington	Applegate FOS	530-279-2721	530-640-1204	530-233-5696

FS Agreement No. _____

BLM Agreement No. _____

County Agreement No. _____

EXHIBIT D

COMMUNICATION

Washoe County frequencies

TMFPD Channels	Receive	R-TPL	Transmit	T-TPL
TM Local	158.745	N/A	158.745	N/A
TM Slide	158.745	N/A	159.390	107.2
TM Peavine	158.745	N/A	159.390	118.8
TM Virginia Peak	158.745	N/A	159.390	136.5
TM Gerlach	158.745	N/A	159.390	127.3
TM Tac 1	158.880	N/A	158.880	N/A
TM Tac 2	158.940	N/A	158.940	N/A

Carson City BLM frequencies

CCD BLM Channels	Receive	R-TPL	Transmit	T-TPL
CC BLM LOCAL	169.9875	146.2	169.9875	110.9
CC BLM FAIRVIEW REPEATER	169.9875	146.2	162.2375	114.8
CC BLM CORY REPEATER	169.9875	146.2	162.2375	151.4
CC BLM FT SAGE REPEATER	169.9875	146.2	162.2375	173.8
CC BLM McCLELLAN REPEATER	169.9875	146.2	162.2375	186.2
CC BLM VIRGINIA REPEATER	169.9875	146.2	162.2375	203.5
CC BLM SCENE OF ACTION (SOA)	171.6750	114.8	171.6750	114.8
AIR TO GROUND 51	168.3125	N/A	168.3125	N/A
AIR TO GROUND 8	166.8750	N/A	166.8750	N/A
V Fire 21	154.280	N/A	154.280	N/A
V Fire 22	154.265	N/A	154.265	N/A
V Fire 23	154.295	N/A	154.295	N/A
NV TAC 1 (Digital NAC)	169.4375	\$47C	169.4375	\$47C
NV TAC 2	164.4750	114.8	164.4750	114.8
NV TAC 3	172.7500	114.8	172.7500	114.8

FS Agreement No. _____

BLM Agreement No. _____

County Agreement No. _____

Winnemucca BLM Frequencies:

RX	TONE	TX	TONE	USE
172.5750	103.5	164.7250	131.8	STAR RPTR (I-80 / Lvlk)
172.5750	103.5	164.7250	103.5	WINNEMUCCA MTN RPTR
173.8250	103.5	166.2375	110.9	SONOMA RPTR
159.3450	N/A	159.3450	N/A	NDF RED
171.6750	N/A	171.6750	114.8	NV BLM SOA (TAC 1)
166.8000	N/A	166.8000	N/A	AIR-GROUND 6
168.4875	N/A	168.4875	N/A	AIR-GROUND 53
154.2800	N/A	154.2800	N/A	VFIRE21
154.2650	N/A	154.2650	N/A	VFIRE22

NorCal BLM frequencies

NOD BLM Channels	Receive	R-TPL	Transmit	T-TPL
NOD Fire Repeater	171.6250		164.2500	
NOD Admin Repeater	172.8125		166.3125	
PNF Fire Repeater	170.5500		164.8750	
Lassen CO Fire Repeater	154.4450		154.0100	
CDF Lassen LMU	151.2500		159.4050	
CDF TAC – 3	151.1750	N/A	151.1750	N/A
V Fire 21	154.280	N/A	154.280	N/A
V Fire 22	154.265	N/A	154.265	N/A
V Fire 23	154.295	N/A	154.295	N/A
CA BLM SOA	168.3000	N/A	168.3000	N/A
NIFC TAC-2	168.2000	N/A	168.2000	N/A
AIR TO GROUND 43	167.6000	N/A	167.6000	N/A
AIR TO GROUND 08	166.8750	N/A	166.8750	N/A

**Will Need Standard Tones available for Fire Repeaters in NorCal frequency plan.*

FS Agreement No. _____

BLM Agreement No. _____

County Agreement No. _____

HTF frequencies

HTF Channels	Receive	R-TPL	Transmit	T-TPL
Forest Net/Simplex	169.875	N/A	169.875	N/A
Forest Net/Repeater	169.875	See below	170.475	See below
Forest Net Bridgeport/Repeater	170.525	See below	164.1875	See below
Forest Net Bridgeport/Simplex	170.525	N/A	170.525	See below
2 nd Forest Net/Leviathan/Simplex	172.275	N/A	172.275	N/A
2 nd Forest Net/Leviathan/Repeater	172.275	See below	164.500	See below
NIFC Tac II	168.200	N/A	168.200	N/A
HT Tac	163.7125	N/A	163.7125	N/A

HTF REPEATER TONES

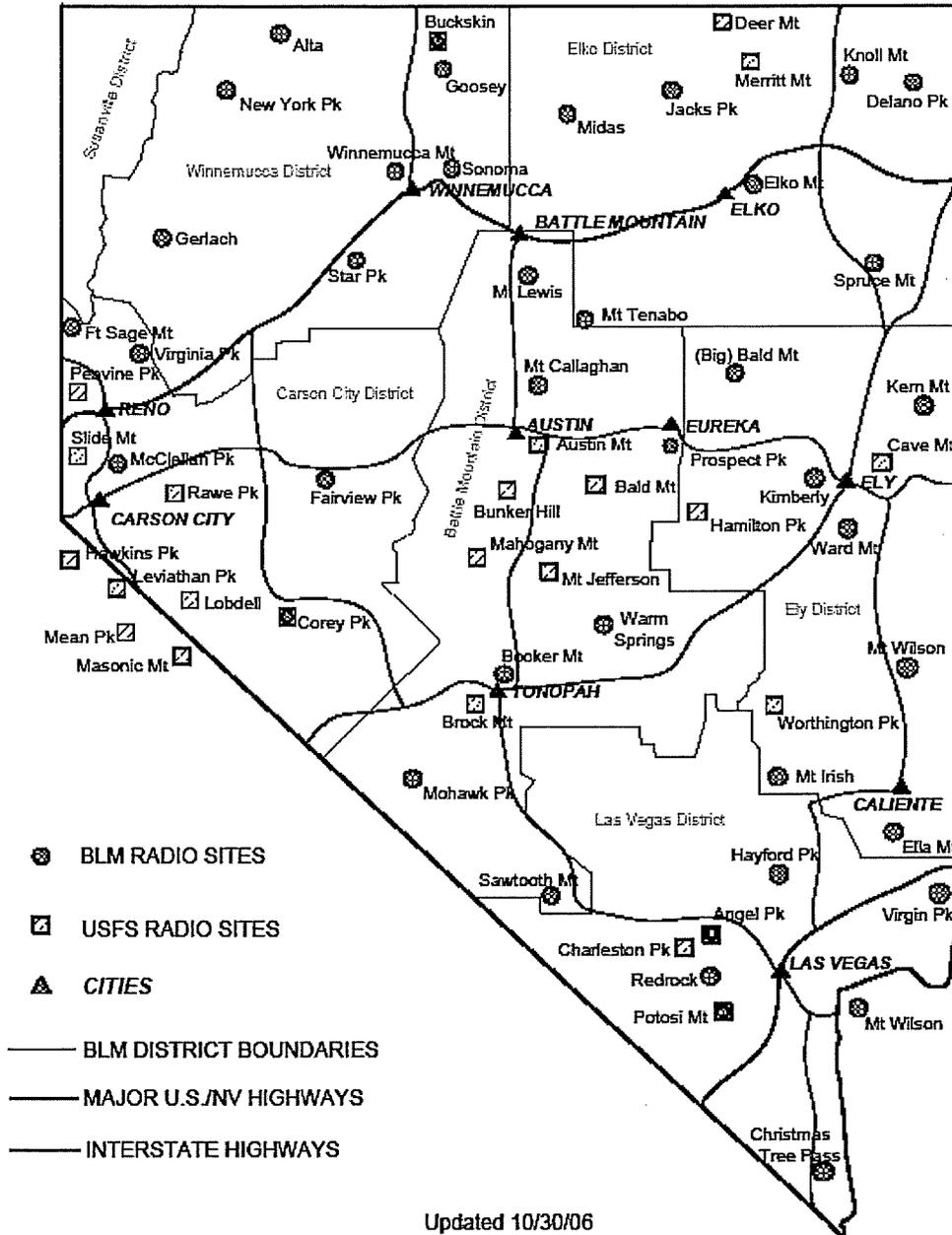
Tones	Frequency	Name
1	110.9	Slide
2	123.0	Peavine
3	131.8	Hawkins
4	136.5	Rawe
5	146.2	Lobdell
6	156.7	Mean
7	167.9	Cory
8	103.5	Leviathan (2 nd Forest Net Only)
9	100.0	McClellan Peak

FS Agreement No. _____

BLM Agreement No. _____

County Agreement No. _____

EXHIBIT D cont REPEATER SITE MAP



FS Agreement No. _____
 BLM Agreement No. _____
 County Agreement No. _____

**EXHIBIT E
 AGENCY RATE TABLES**

Rates will be billed based on actual costs and may be different than the rate quoted in this document.

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

Vehicles and equipment obtained under the Federal Excess Property Program (FEPP) will only be reimbursed for maintenance and operating costs.

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

Equipment is not included in portal to portal pay provisions. Equipment paid on an hourly basis per the rate schedule will be reimbursed for actual hours of work performed by the operator. Mileage will be reimbursed per the rate schedule where applicable. 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.

FEDERAL RATE SCHEDULE

Rates based on estimated actual cost to government personnel per 2018 OPM rate tables. Billed rate will be at the actual cost and may be different than the rate quoted in this document.

	Typical GS Levels	Estimated Base Cost
Firefighter	GS 3 – GS 5	\$16.56 - \$22.51
Engine Operator	GS 5 – GS 6	\$27.20 - \$42.65
Engine Captain	GS 6 – GS 7	\$33.69 - \$47.41
Battalion Chief	GS 8 – GS 9	\$37.32 - \$57.99
Fire Staff ICT3	GS 11 – GS 12	\$49.86 - \$84.10
Ramp Manager	GS 5	\$20.80
Tanker Base Manager	GS7 – GS 9	\$33.69 - \$53.58

FS Agreement No. _____
 BLM Agreement No. _____
 County Agreement No. _____

Air Attack	GS 9	\$41.21 - \$53.58
-------------------	------	-------------------

*Overtime Rates are paid at time and one half

*Hazard pay is an additional 25%

Forest Service Ground Resource Vehicle Costs

Vehicle Type	Mileage Rate	Hourly Pump Rate
SUV	\$0.30	
Pick Up	\$0.35	
Type III Engine	\$6.75	\$29.00
Type IV Engine	\$1.71	\$27.41
Type VI Engine	\$0.69	\$16.10
Type VII Engine (Patrol)	\$0.60	\$16.10

BLM Ground Resource Vehicle Costs

Vehicle Type	Mileage Rate	Hourly Rate
Type III Interface Engine		\$159.92
Type III Engine		\$157.09
Type VI Enhanced Light		\$101.15
Type VI Light Engine		\$80.55
Command Vehicle	\$1.16	
IHC Crew Carriers	\$4.46	
Superintendent Truck	\$1.67	
Utility Vehicle	\$1.49	
1 Ton Warehouse Stakeside	\$1.04	
2 ½ Ton Stakeside	\$2.16	

All aviation resources will be considered assistance by hire as outlined in the Operating Plan Section. Billing will include availability, flight costs, landing fees, retardant, OAS charges, aircraft support equipment charges, and per diem expenses when aircraft are held overnight.

FS Agreement No. _____
BLM Agreement No. _____
County Agreement No. _____

Rates based on actual cost to government for the Carson City District Office. Billed rates will be at the actual cost and may be different than the rate quoted in this document.

Aircraft Costs - Helicopters:

- Type I Helicopter: \$7500 and up per flight hour.
- Type II Helicopter: \$2600 to \$4500 per hour depending on model.
- Type III Helicopter: \$1450 to \$3200 per hour depending on model.
- Average service cost per mile for support vehicles: \$3.75 a mile.

Cost per gallon will go down after 100,000 gal., 200,000 gal. 300,000 gallons back up.
Aircraft Costs - Retardant:

- Average retardant is \$3.55/gallon
- SEAT: 800 gallon load of retardant X \$3.55 = \$2,840.00
- P2V: 2,400 gallon load of retardant X \$3.55/gallon = \$8,520.00

Aircraft Costs - Air Tankers and SEATS:

- AT-802 SEAT: \$2650.00 to \$3600.00 per hour depending on CWN contract.
- P2V: \$4,500.00 to \$10,200.00 per flight hour.
- BAE-146: \$10,000.00 to \$11,500.00 per flight hour.
- S2: \$3,000.00 to \$3,600 per flight hour.

Aircraft Costs - Aerial Supervision:

- Air Attack: \$750.00 to \$1500.00 per flight hour.
- ASM: \$750.00 to \$1500.00 per flight hour

Washoe County/TMFPD Rate Table
BILLING RATES

All rates based on actual cost to the Fire Protection District. Billed rate will be at the actual cost and 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 \$190.00/hr.
- Brush Engine - Type III \$170.00/hr.
- Water Tender \$170.00/hr.
- Patrol Truck – Type VI \$100.00/hr.
- Rescue \$75.00/hr.
- Heavy Rescue \$175.00/hr.
- Air Truck \$150.00/hr.
- Fuel Truck \$75.00/hr.
- Water Rescue Unit w/Boats \$75.00/hr.
- Hazmat Unit \$225.00/hr.
- Heavy Mechanic Truck \$125.00/hr.
- REMS Truck \$146.00/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 \$0.545 per mile
- SUV/Pickup (½ ton and below) \$86.00/day plus \$0.545 per mile
- Pickup (¾ ton and above) \$96.00/day plus \$0.545 per mile
- Polaris UTV \$150.00/day (must be ordered via resource order)
- Privately Owned Vehicle \$0.545 per mile
- Masticator \$115.00/hr. plus fuel costs or \$44.00/hr. additional
- Ambulance \$125.00/hr.

FS Agreement No. _____
 BLM Agreement No. _____
 County Agreement No. _____

Aviation

Aviation resource will be considered assistance by hire as outlined in the Operating Plan Section. Billing rate will include Carded Type II Helicopter with carded pilot, helicopter manager, 323 gallon Isolair II water tank system, 250' rescue hoist system, and fuel truck with driver. When aircraft is held overnight, per diem expenses will be charged.

- RAVEN3 (HH-1H Huey) \$1800.56/Flight Hour
- Fuel Tender \$1.00/per mile from Stead Air Base
- Fuel Tender Driver \$51.99/per hour
- Helicopter Manager \$51.99/per hour
- Crew Chief \$51.99/per hour
- Rescuer \$37.00/per hour

PERSONNEL RATES

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	OT	CB OT
Chief	126.81		
Deputy Chief	107.97		
Deputy Chief of Fire Prevention	106.63		
Division Chief	100.23	133.87	147.30
Battalion Chief	91.10	97.26	133.88
Fire Prevention Specialist II	56.23	65.45	82.48
Fire Prevention Specialist I	48.87	56.89	71.69
Training Captain	76.97	82.18	113.12
Logistics Chief Officer	88.52	94.51	130.09
Fleet Manager	67.71	78.81	99.32
Fire Mechanic	50.47	58.75	74.04
Fire Mechanic/Logistics Assistant	38.22	44.49	56.06
PIO	48.67	56.65	71.40
Communications Tech	60.64	70.58	88.96
Air Resource Advisor	57.14	66.51	83.82

56 Hour Rate	Regular	OT	CB OT
Battalion Chief	65.07	69.47	95.62
Training Captain	49.97	53.36	73.45
Captain	49.97	53.36	73.45
Operator	44.54	47.56	65.46
Paramedic	44.54	47.56	65.46
Firefighter	38.89	41.52	57.15

FS Agreement No. _____
 BLM Agreement No. _____
 County Agreement No. _____

EXHIBIT F SAMPLE FIRE REPORT

FINAL FIRE INFORMATION

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

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

CAUSE (Circle One):

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

*Reimbursable? Yes No

*ACRES BURNED BY OWNERSHIP:

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

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

Point of Origin Latitude and Longitude in NAD 83

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

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

*IA RESOURCES DISPATCHED:

Date: _____ Time: _____ Acres: _____

CONTAINMENT:

Date: _____ Time: _____ Acres: _____

CONTROL:

Date: _____ Time: _____ Acres: _____

OUT:

Date: _____ Time: _____

TOPOGRAPHY (Point of Origin):

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

ASPECT (Point of Origin):

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

SLOPE (Point of Origin):

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

ELEVATION (Point of Origin):

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

PREDOMINANT FUEL MODEL (Circle one):

- | | | |
|-------------------------------|-------------------------------|----------------------------|
| 1) Grass | 5) Brush | 9) Hardwood (Aspen/Poplar) |
| 2) Timber w/ Grass Understory | 8) Pinion/Juniper (PJ)/Timber | 12) Logging Slash |

Wildland Wildland/Urban Interface Structures Burned or Destroyed: _____

Did the fire intersect a fuels treatment? YES NO MAYBE

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

IC PRINTED NAME: _____

SIGNATURE: _____

DATE: _____

AUTHORIZED BY: _____

DATE: _____

FS Agreement No. _____
BLM Agreement No. _____
County Agreement No. _____

**EXHIBIT F
SAMPLE FIRE REPORT**

FIRE REPORT NARRATIVE:

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

FS Agreement No. _____
BLM Agreement No. _____
County Agreement No. _____

**EXHIBIT G
COST SHARE AGREEMENT**

SUPPLEMENTAL FIRE SUPPRESSION AND COST SHARE AGREEMENT

The purpose of this agreement is to provide for a coordinated cooperative fire suppression operation on this fire and to describe the cost divisions. This agreement is a supplement to the Master Cooperative Wildland Fire Management Agreement or Local Agreement between the Agencies listed. # _____

1. Fire Name: _____ Origin Date _____ Time _____

2. Origin: Township _____ Range _____ Section _____
Latitude _____ Longitude _____ (Deg. Min. Sec)

3. Estimated Size(Acres) _____ at the time of this agreement.

4. Agency _____ Fire # _____ Accounting Code _____

5. Agency _____ Fire # _____ Accounting Code _____

6. Agency _____ Fire # _____ Accounting Code _____

7. Agency _____ Fire # _____ Accounting Code _____

8. Agency _____ Fire # _____ Accounting Code _____

9. This agreement becomes effective on: _____ at _____ and remains in effect until amended or terminated.

10. Overall direction of this incident will be by _____ Unified, or by _____ Single Command structure.

FS Agreement No. _____
 BLM Agreement No. _____
 County Agreement No. _____

POSITION	NAME(s)	AGENCY
Incident Commander	_____	
Agency Administrator Representative	_____	
Liaison	_____	
Finance	_____	
Operations	_____	_____

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

12. Geographic responsibility (if appropriate) by Agency is defined as follows:

Agency _____	Geographic Responsibility _____

13. The Agency responsible for structural protection will be: _____
 (normally local, State, Tribal Agency)

14. Special operational conditions agreed to (include as appropriate Air operations, base camp, food service, fire investigation, security, etc.) List cost share information in Item #11:

FS Agreement No. _____
 BLM Agreement No. _____
 County Agreement No. _____

15. Fire Suppression COSTS will be divided between Agencies as described:

Cost Centers:	Agency:	Agency:	Agency:

16. Other conditions relative to this agreement (Notifications, incident information, etc.):

Cooperator _____ does _____ does not have a WFPP agreement in place with NDF. If a WFPP is in place, NDF will be the payment agency on behalf of the cooperator.

Agency	Agency	Agency	NDF (WFPP Concurrence)
Signature	Signature	Signature	Signature
Title/Date	Title/Date	Title/Date	Title/Date

FS Agreement No. _____
BLM Agreement No. _____
County Agreement No. _____

List of Attachments (if any):

FS Agreement No. _____

BLM Agreement No. _____

County Agreement No. _____

EXHIBIT H



COMMUNITY AND STRUCTURE FIRE PROTECTION Guidelines for the Great Basin 2014

Background

Protection of structures and communities is a shared partnership between the home and landowners and their fire agencies. Structure and community protection is high risk and a large cost center for all fire agencies. Clarification on what, how and where we will accomplish our structure protection roles and responsibilities must be identified. There needs to be a common expectation among all agencies and the public on how structure protection will be handled within the Great Basin.

With the increased growth in the wildland urban interface, fire agencies do not have the capability to protect all structures. The goal is to support communities and structures that can survive the effects of a wildland fire without intervention.

All fire agencies have primary responsibility for fire suppression within their respective protection areas. A strong initial attack commensurate with risk is the primary objective on all wildfires managed for suppression objectives. Fire agencies have a responsibility to attempt to prevent a wildland fire from spreading into areas where there are structures, and to assist local fire agencies in protecting communities and structures from the advancing wildland fire.

Leaders Intent

Our first and foremost intent is to keep our firefighters and the public safe. Secondly, once that safety can be ensured, then we will aggressively work toward keeping the wildland fire away from structures and communities. Our strategies and tactics will be based on that intent. Protecting structures from fire will not be possible in every situation. Risk to firefighters, fire behavior and availability of resources will dictate the strategies that will be used.

When there is a need to engage in structure protection, we will ensure that we are taking safe, appropriate, and reasonable tactical actions for which we are trained and equipped. Those

FS Agreement No. _____
BLM Agreement No. _____
County Agreement No. _____

actions will be cost effective. State and federal agencies will limit the use of tactics such as gelling, wrapping, and extensive hazardous fuels modification.

Unified Efforts

Fire agencies may have a shared responsibility for wildland fire and structure protection within the scope of their state laws, agreements and operating plans. Agency Administrators will discuss with their partners roles and responsibilities, what capabilities each party has, how the parties will interface with each other, and how responsibilities for costs will be addressed. Agency Administrators will provide leaders intent for structure fire protection. Incident management organizations will engage local government agencies (fire District/Departments, law enforcement, disaster services, etc.) in the planning of strategies and tactics for community and structure protection.

There are areas in the Great Basin where there is no local fire agency. Through established agreements and authorities, the wildland fire protection agencies may have the responsibility to protect structures from wildland fire. Landowners have the responsibility to determine whether there is a local fire agency that provides structure fire protection.

It is important for GBCG members to:

- **Partner** with communities, home and landowners to identify what actions can be taken to mitigate potential wildland urban interface losses, and identify financial and technical assistance opportunities.
- **Identify** how the parties will work together when the wildland fire impacts another's protection or jurisdictional responsibility.
- **Establish** agreements and/or local operating plans to identify roles and responsibilities prior to the wildland fire.

Capabilities

Wildland fire agencies have no capability or responsibility to do structure fire suppression. Some local fire agencies may have limited capability within their own areas of jurisdiction to respond to a wildland fire. It is important to understand what capability they do have and if they have options to reach out to others such as mutual aid, to enhance that capability.

Definitions

The following are defined:

Wildland Fire Protection: Protecting natural resources and municipal watersheds from damage from any fire that occurs in the wildland. State, tribal and federal forestry or land management and some local government agencies normally provide wildland fire protection.

Structure Protection: Protecting a structure from the threat of damage from an advancing wildland fire. This involves the use of standard wildland protection tactics, control methods, and equipment, including fire control lines and the extinguishment of spot fires near or on

FS Agreement No. _____

BLM Agreement No. _____

County Agreement No. _____

the structure. The protection can be provided by both the rural and/or local government fire District/Department and wildland fire protection agencies.

Structure Fire Suppression: Interior or exterior actions taken to suppress and extinguish a burning structure or improvement associated with standard fire protection equipment and training. This is the responsibility of local government entities; however there are areas where there is no structural fire agency in place.

This supersedes any prior Community and Structure Fire Protection guidelines developed by NRCG or GBCG.

FS Agreement No. _____
BLM Agreement No. _____
County Agreement No. _____

EXHIBIT I NOTICE TO INCIDENT FINANCE PERSONNEL

BILLING DOCUMENTATION REQUIREMENTS FOR NEVADA COOPERATOR PERSONNEL/EQUIPMENT

Washoe County has an existing Agreement and Operating Plan with the Humboldt-Toiyabe NF and Carson City District (BLM). Per those documents cooperators are only required to report hours of work for personnel. Equipment costs will be reimbursed to the cooperator based on the hours/days worked by the operators.

COOPERATOR PERSONNEL

Personnel will provide to Finance approved Crew Time Reports. Please process CTRs per normal business rules. Provide the personnel with completed and signed OF-288s upon their demobilization from your incident.

COOPERATOR EQUIPMENT

DO NOT complete or process OF-286s for cooperator equipment. Past issuance of OF-286s has resulted in duplicate payments for the cooperator.

DO NOT submit any cooperator documentation directly to an agency payment center.

If you have any questions regarding this information, please contact:

COOPERATOR

Washoe County Management Services
C/O Truckee Meadows Fire Protection District
Cindy Vance, TMFPD Chief Fiscal Officer
cvance@tmfpd.us
775-326-6070

FOREST SERVICE

Humboldt-Toiyabe NF
Irene Burkholder, Incident Business Specialist
imburkholder@fs.fed.us
775-355-5364 (work); 775-421-2211 (cell)

BLM

NV State Office
Brenda DeBerg, State Incident Business Specialist
bdeberg@blm.gov
775-861-6574 (work); 775-722-7055 (cell)

West, Benjamin

From: Schneider, Richard <Richard.Schneider@aus.com>
Sent: Wednesday, June 27, 2018 8:37 AM
To: West, Benjamin
Subject: RE: Security guard badging issues for new contract

Good Morning,

Here are the folks I have now that will/may be working the post.

Raul Mazariego	No Court Badge yet
Richard Schneider	58559
Kristin Dayton	56715
Keri Dayton	56708

That is it for now. I hope to have (many) more for you soon.

Thanks and I will see you this afternoon.

Richard

From: West, Benjamin [mailto:BWest@washoecounty.us]
Sent: Wednesday, June 27, 2018 8:03 AM
To: Schneider, Richard <Richard.Schneider@aus.com>
Subject: FW: Security guard badging issues for new contract

Byron says it's the 5-digit string on the back of the id cards. Please bring the names/card numbers for the appropriate staff which may work outside the courts.



Ben West

County Security Administrator | Office of the County Manager

bwest@washoecounty.us | Office: 775.328.2018

1001 E. Ninth St., Bldg. A, Reno, NV 89512



From: Fanger, Byron
Sent: Wednesday, June 27, 2018 6:48 AM
To: West, Benjamin <BWest@washoecounty.us>
Subject: RE: Security guard badging issues for new contract

Ben,

Yes, it is the 5 digit string.

Thanks,



Byron Fanger
Security Electronics Administrator | Technology Services
bfanger@washoecounty.us | Cell: 775.399.1571



From: West, Benjamin
Sent: Tuesday, June 26, 2018 3:58 PM
To: Fanger, Byron <BFanger@washoecounty.us>
Subject: FW: Security guard badging issues for new contract

Byron:

Do we need the first set of numbers from Richard's card to add access at non-court facilities?

Thanks,



Ben West
County Security Administrator | Office of the County Manager
bwest@washoecounty.us | Office: 775.328.2018 Cell: 775.335.5923
1001 E. Ninth St., Bldg. A, Reno, NV 89512

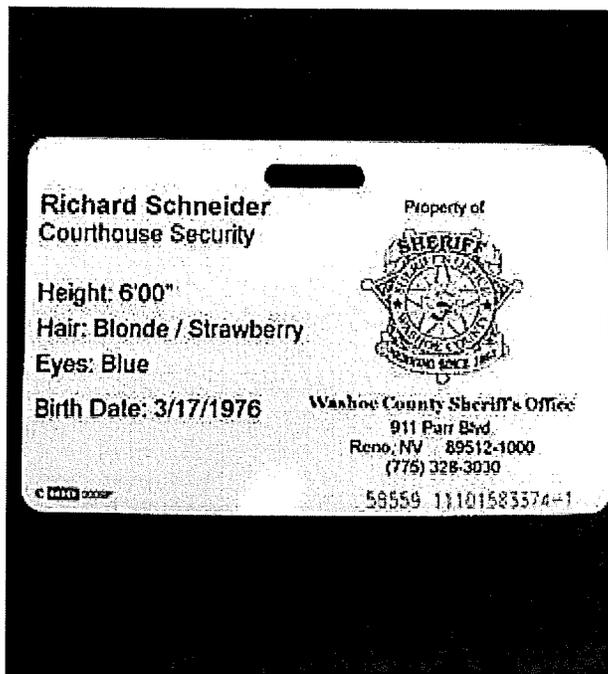


From: Schneider, Richard [<mailto:Richard.Schneider@aus.com>]
Sent: Tuesday, June 26, 2018 1:21 PM
To: West, Benjamin <BWest@washoecounty.us>
Subject: RE: Security guard badging issues for new contract

Hello,

The badges have a 5 digit number then a much longer number.

I have attached a photo of the back of my card.



**Click Here To
Tell Us How We
Are Doing**

This e-mail transmission and any documents, files or previous e-mail messages attached to it, may be privileged and confidential and is intended only for the use of the intended recipient of this message. If you are not the intended recipient, or a person responsible for delivering it to the intended recipient, you are hereby notified that any review, disclosure, retention, copying, dissemination, distribution or use of any of the information contained in, or attached to this e-mail transmission is STRICTLY PROHIBITED. If you have received this transmission in error, please immediately notify me by return email or by telephone at the above number and delete the message and its attachments

From: West, Benjamin [<mailto:BWest@washoecounty.us>]
Sent: Tuesday, June 26, 2018 12:54 PM
To: Schneider, Richard <Richard.Schneider@aus.com>
Subject: Security guard badging issues for new contract

Richard:

I checked with Byron, and we can add "non-court" properties to existing badges for "WCSO Background" court security officers. Please provide me the names and the six digit number on the back of the ID card for any existing court officers who may be working at other properties, so I can add access to these officers as appropriate.

I am still following up on getting badges to new officers who don't have existing badges.

Thanks,



Ben West
County Security Administrator | Office of the County Manager
bwest@washoecounty.us | Office: 775.328.2018 Cell: 775.335.5923
1001 E. Ninth St., Bldg. A, Reno, NV 89512