

Item # 8-3

**City of Carson City
Agenda Report**

Date Submitted: 5-11-10

Agenda Date Requested: 5-20-10

Time Requested: Consent

To: Mayor and Supervisors

From: Fire Department

Subject Title: Action to adopt a resolution adopting and approving an Interlocal Contract between the State of Nevada, acting by and through its Department of Conservation and Natural Resources, Division of Forestry, and Carson City, a consolidated municipality and political subdivision of the State of Nevada, on behalf of the Carson City Fire Department, to provide mutual aid to suppress a fire or emergency of such magnitude that it requires the combined forces of both agencies and other matters properly related thereto. *(Stacey Giomi)*

Staff Summary: This mutual aid agreement updates an existing mutual aid agreement between the Division of Forestry and Carson City. The agreement provides for mutual assistance between the agencies for responses to wildland fires. The agreement delineates billing fees, district boundaries, and parameters under which assistance will be provided.

Type of Action Requested: (check one)
 Resolution Ordinance
 Formal Action/Motion Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to adopt a resolution adopting and approving an Interlocal Contract between the State of Nevada, acting by and through its Department of Conservation and Natural Resources, Division of Forestry, and Carson City, a consolidated municipality and political subdivision of the State of Nevada, on behalf of the Carson City Fire Department, to provide mutual aid to suppress a fire or emergency of such magnitude that it requires the combined forces of both agencies and other matters properly related thereto.

Explanation for Recommended Board Action: By entering into this agreement, Carson City strengthens its ability to respond to wildland fires by joining forces with a similar agency to provide reciprocal services. The agreement also provides a means to recover costs for our department when we respond to fires outside of our area and beyond the mutual aid period.

Applicable Statute, Code, Policy, Rule or Regulation: NRS 277.180

Fiscal Impact: Undetermined – based upon number of fires that we respond to.

Explanation of Impact: It is not possible to determine the fiscal impact. The impact will be based upon the number and severity of wildland fires. This agreement will allow the City to both

receive and provide fire assistance through the exchange of resources with the Division of Forestry.

Funding Source: N/A

Supporting Material: Agreement and attachments A and B

Prepared By: R. Stacey Giomi, Fire Chief

Reviewed By:

(Fire Chief)

Date: 5-11-10

Date: 5/11/10

(City Manager)

(District Attorney)

(Finance Director)

Date: 5-11-10

Date: 5/11/10

Board Action Taken:

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)

NOTE: There are four original contracts for signature. One copy for the Clerk Recorder official file, three copies to be returned and processed by the Fire Department.

RESOLUTION NO. _____

**A RESOLUTION ADOPTING AND APPROVING AN INTERLOCAL
CONTRACT BETWEEN THE STATE OF NEVADA, ACTING BY AND
THROUGH ITS DEPARTMENT OF CONSERVATION AND NATURAL
RESOURCES, DIVISION OF FORESTRY, AND CARSON CITY, A
CONSOLIDATED MUNICIPALITY AND POLITICAL SUBDIVISION OF THE
STATE OF NEVADA, ON BEHALF OF THE CARSON CITY FIRE
DEPARTMENT, TO PROVIDE MUTUAL AID TO SUPPRESS A FIRE OR
EMERGENCY OF SUCH MAGNITUDE THAT IT REQUIRES THE COMBINED
FORCES OF BOTH AGENCIES AND OTHER MATTERS PROPERLY
RELATED THERETO.**

WHEREAS, pursuant to NRS 277.180, any one or more public agencies may enter into interlocal contracts with any one or more other public agencies for the performance of any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, Carson City is a political subdivision of the State of Nevada; and

WHEREAS, NRS 277.180 provides that every such contract must be ratified by appropriate official action of the governing body of each party to the contract as a condition precedent to its entry into force; and

WHEREAS, NRS 277.180 also provides that every such contract must set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties; and

WHEREAS, the parties to the Interlocal Contract to provide mutual aid to suppress a fire or emergency of such magnitude that it requires the combined forces of both agencies, desire to adopt and approve such contract as required by NRS 277.180. A copy of the contract is attached to this Resolution as Exhibit "A;" and

NOW, THEREFORE, BE IT RESOLVED that the terms and conditions of the Interlocal Contract to provide mutual aid to suppress a fire or emergency of such magnitude that it requires the combined forces of both agencies, is hereby adopted and approved; and

BE IT FURTHER RESOLVED that the Interlocal Contract to provide mutual aid to suppress a fire or emergency of such magnitude that it requires the combined forces of both agencies, shall be spread at large upon the minutes or attached in full thereto as an exhibit, and that a copy of this Resolution shall be sent to the State of Nevada, Department of Conservation and Natural Resources, Division of Forestry.

Upon motion by Supervisor _____, seconded by Supervisor _____, the foregoing Resolution was passed and adopted this ___ day of May, 2010 by the following vote.

VOTE: AYES:

NAYS:

ABSENT:

ABSTAIN:

Robert L. Crowell, Mayor
Carson City, Nevada

ATTEST

Alan Glover, Clerk
Carson City, Nevada

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting By and Through Its

DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES DIVISION OF FORESTRY

2478 Fairview Drive, Carson City, NV 89701
Phone: 775-684-2500 Fax: 775-684-2570

And
Carson City Acting by and Through the

CARSON CITY FIRE DEPARTMENT 777 South Stewart St. Carson City, NV 89701 Phone: 775-887-2210 Fax 775-887-2209

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

WHEREAS, it is deemed that the services of Carson City Fire Department hereinafter set forth are both necessary to Nevada Division of Forestry and are in the best interests of the State of Nevada;

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

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. **CONTRACT TERM.** This Contract shall be effective upon approval to June 30, 2014, unless sooner terminated by either party as set forth in this Contract.
4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 60 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. **NOTICE.** All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.
6. **INCORPORATED DOCUMENTS.** The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A: Operating Agreement
ATTACHMENT B: Fire District Map

7. **CONSIDERATION.** Each party to this agreement agrees to provide reciprocal fire protection to one another pursuant to the Operating Agreement identified in Paragraph 6. It is understood that the mission and intent of each party is to quickly and safely suppress wildland fires regardless of jurisdiction and/or ownership during the first twenty-four hours. The mutual aid period is defined as: initial dispatch of an incident to twenty-four hours from initial dispatch. If an incident exceeds the mutual aid period of twenty-four hours, all resources will be billed retroactively for the full period from the time of initial

dispatch. If an incident is less than twenty-four hours, or responsible agency resources are staffing the incident after twenty-four hours, no billing will occur. For single jurisdictional wildland fires, all assistance beyond the mutual aid period will be assistance by hire. For wildland fires involving both jurisdictions, a cost share agreement will be completed. Cost share agreements will be made in accordance with the guidelines in the "Interagency Incident Business Management Handbook".

If reimbursement is available as a result of a federal declaration of disaster, grant and/or cost recovery, reimbursement for personnel, apparatus and support equipment shall cover the entire time of commitment, beginning at the time of initial dispatch from the Party's home base, to the time of return to home base. Unless such reimbursement is available, there shall be no reimbursement for responses of less than twenty-four (24) hours duration.

8. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

9. **INSPECTION & AUDIT.**

a. **Books and Records.** Each party agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. **Inspection & Audit.** Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

c. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. **BREACH; REMEDIES.** Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for State-employed attorneys.

11. **LIMITED LIABILITY.** The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.

12. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

13. **INDEMNIFICATION.**

a. To the fullest extent of limited liability as set forth in paragraph (11) of this Contract, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

b. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action. The

indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

14. **INDEPENDENT PUBLIC AGENCIES.** The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

15. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

16. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

17. **ASSIGNMENT.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.

18. **OWNERSHIP OF PROPRIETARY INFORMATION.** Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

19. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

20. **CONFIDENTIALITY.** Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.

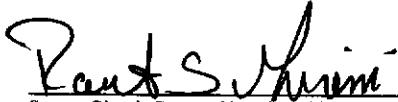
21. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

22. **GOVERNING LAW; JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.

23. **THIRD PARTYS** This Agreement shall not be construed as or be deemed to be an Agreement for the benefit of any third party or parties not specifically named herein, and no third party or parties shall have a right of action hereunder for any cause whatsoever.

24. **ENTIRE AGREEMENT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.

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



Stacey Giomi, Carson City Fire Chief

5-11-10

Date



Pete Anderson, State Forester, Fire Warden

4/26/10

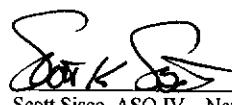
Date

Robert L. Crowell, Mayor, City of Carson City

Date

Alan Glover, Carson City Clerk/Recorder

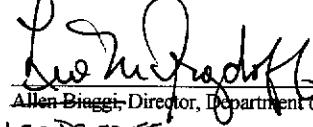
Date



Scott Sisco, ASO IV, Nevada Division of Forestry

4/26/10

Date



Allen Biaggi, Director, Department of Conservation

5/4/10

Date

Approved as to form by:



5-11-10

Neil Rombardo, Carson City District Attorney

Date

Approved as to form by:



4/19/10

Date

Kristen R. Geddes, Deputy Attorney General

**ATTACHMENT A
OPERATING PLAN
Between the
CARSON CITY FIRE DEPARTMENT
and the
NEVADA DIVISION OF FORESTRY**

This Operating Agreement is entered into by and between the State of Nevada, Department of Conservation and Natural Resources, Nevada Division of Forestry (hereinafter, Division), and the Carson City Fire Department, (hereinafter Carson City) pursuant to the terms of the Interlocal Contract dated July 1, 2010.

1. It is in the interest of both agencies to render mutual aid at the request of a responsible Fire Officer to suppress a fire or emergency of such magnitude that it requires the combined forces of both agencies.
2. No response to a mutual aid request, as provided for in this Operating Agreement and in the Mutual Aid Response, will be made by the agencies unless the request is received through the established communication channels, and is approved by a responsible officer of the agency granting such aid.
3. Such aid shall be provided by the Division and Carson City without expectation of reimbursement for the first 24 hours from the time of initial request and within the limits of local resources, which term is defined as the limits of local resources within the local dispatch center's area of responsibility; however, neither party should be required to deplete its own fire protection resources, services or facilities to the detriment of its fire protection responsibilities. If an incident exceeds the mutual aid period of 24 hours, all resources will be billed retroactively for the full period from the time of initial dispatch. If reimbursement is available as a result of a declaration of a federal disaster, grant and/or cost recovery, reimbursement for personnel, apparatus and support equipment shall cover the entire time of commitment, beginning at the time of initial dispatch from the Party's home base, to the time of return to home base. Unless such reimbursement is available, there shall be no reimbursement for responses of less than twenty-four (24) hours duration
4. Carson City and Division shall furnish each other with updated rate schedules annually at the start of the fiscal year for billing purposes.
5. On all incidents when Carson City or the Division assists the other, the requesting agency shall furnish the assisting agency with an incident and/or fire report within twenty (20) days after the incident.
6. Carson City and the Division agree that each shall maintain, operate, and monitor all mobile radios on the appropriate frequencies when interagency communications are required.

7. All communications shall be conducted on the frequency of the agency having jurisdiction or as assigned by the requesting agency. A command frequency and a tactical frequency shall be established for all incidents.
8. The Sierra Front Interagency Dispatch and Carson City Dispatch are responsible to contact the other agency using the most expedient method available when emergency responses are dictated by the specific terms of this Agreement.
9. Carson City and the Division will advise the other agency of wildland fires that have the potential to threaten the other agency's jurisdiction.
10. Carson City and the Division agree to assist each other with fire investigations and public education programs if requested by the agency having jurisdiction.
11. For fires burning in the other agency's jurisdiction, the financial responsibility for the protection and suppression of structures remains with the agency that has statutory responsibility for such duty.
12. With the exception to specific Federal Emergency Management Agency (FEMA) provisions, the Civil Cost Recovery and other incidents that warrant specific time tables; fires where costs are incurred pursuant to the terms of this agreement, the Billing Agency 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 the billing, a partial bill or estimated bill, so identified, may be submitted. Absent a written extension of the time granted by the reimbursing agency because of circumstances outside of the invoicing agency, the final itemized claim must be submitted to the reimbursing agency within 270 days of the suppression action. However, it is recognized that certain situations may warrant agencies to cooperate, resolve bills and/or cost packages prior to established timelines. All bills will have a due date of sixty (60) days after the date of issuance.
13. The following items are not considered billable by the agencies: incident home unit dispatchers during the mutual aid period, that are not on specific request number; agency overhead personnel not specifically assigned to the incident; non-expendable accountable property; claims and award payments; interest and indemnities payments; move-up and cover during the mutual aid period; agency specific rehabilitation beyond suppression damage, rehabilitation and resources demobilized before the end of the mutual aid period.
14. The Nevada Division of Forestry is the Governor's Authorized Representative for FEMA – Fire Management Assistance Grants (FMAG). FMAG requests must be submitted while the fire is burning uncontrolled and threatens such destruction as would constitute a major disaster. Therefore requests for FMAG declarations shall be submitted, regardless of the time of day or night, to the Division, so that the

processing of the request may begin and a determination may be made when assistance is needed the most

15. The Division will staff a minimum of one (1) brush engine in Carson City during the normal fire season.
16. The Division and Carson City will conduct joint reviews of significant projects in the automatic aid areas described; assist each other with fire investigations; public fire safety education programs; and open burning permits if requested by the agency having jurisdiction.

MUTUAL AID RESPONSE:

NON-WILDLAND EMERGENCIES

1. Carson City will automatically respond to all fire alarms and requests for emergency medical service within the existing boundaries of the Sierra Forest Fire Protection District of Carson City, which includes, but not limited to: Lakeview, Timberline, Kings Canyon, Old Clear Creek, and the areas west of south Curry Street. Carson City will be primarily responsible for structural fire suppression, emergency medical services and the command of these incidents. Carson City will respond to all vehicle and medical emergencies on Hwy 50 above Hwy 395 on Spooner Summit. Carson City Dispatch must notify the Sierra Front Interagency Dispatch Center of all fires in the above described areas.
2. On first alarms, or greater, the Division may respond (1) one tactical water tender and a command Officer upon request, for the first 24 hours of the incident without charge. If operations continue into extended attack and exceed the 24 hour mark, then payment will be retroactive back to the time of alarm.

WILDLAND FIRES WEST OF HIGHWAY 395 IN CARSON CITY

1. The Division has the statutory authority under the provisions of NRS 472 and 473 for all wildland fire suppression responsibilities within the boundaries of the established Sierra Forest Fire Protection District within Carson City, Nevada. The Division will be responsible for wildland fire suppression and command of these emergencies within the Sierra Forest FPD. Carson City will notify the Sierra Front Interagency Dispatch Center immediately upon any 911 wildland fire calls within the Sierra Forest Fire Protection District boundaries. Carson City will respond units according to their dispatch procedures on their own frequencies. The Division will respond brush engines, hand crews, aircraft and command officers according to the Sierra Front Interagency dispatch response levels. The Division will respond units regardless of the method of notification. Additional resources will be requested through the command structure of the incident.
2. Carson City and the Division agree to operate all incident communications on the designated frequencies as set forth by the Sierra Front Interagency Dispatch Center

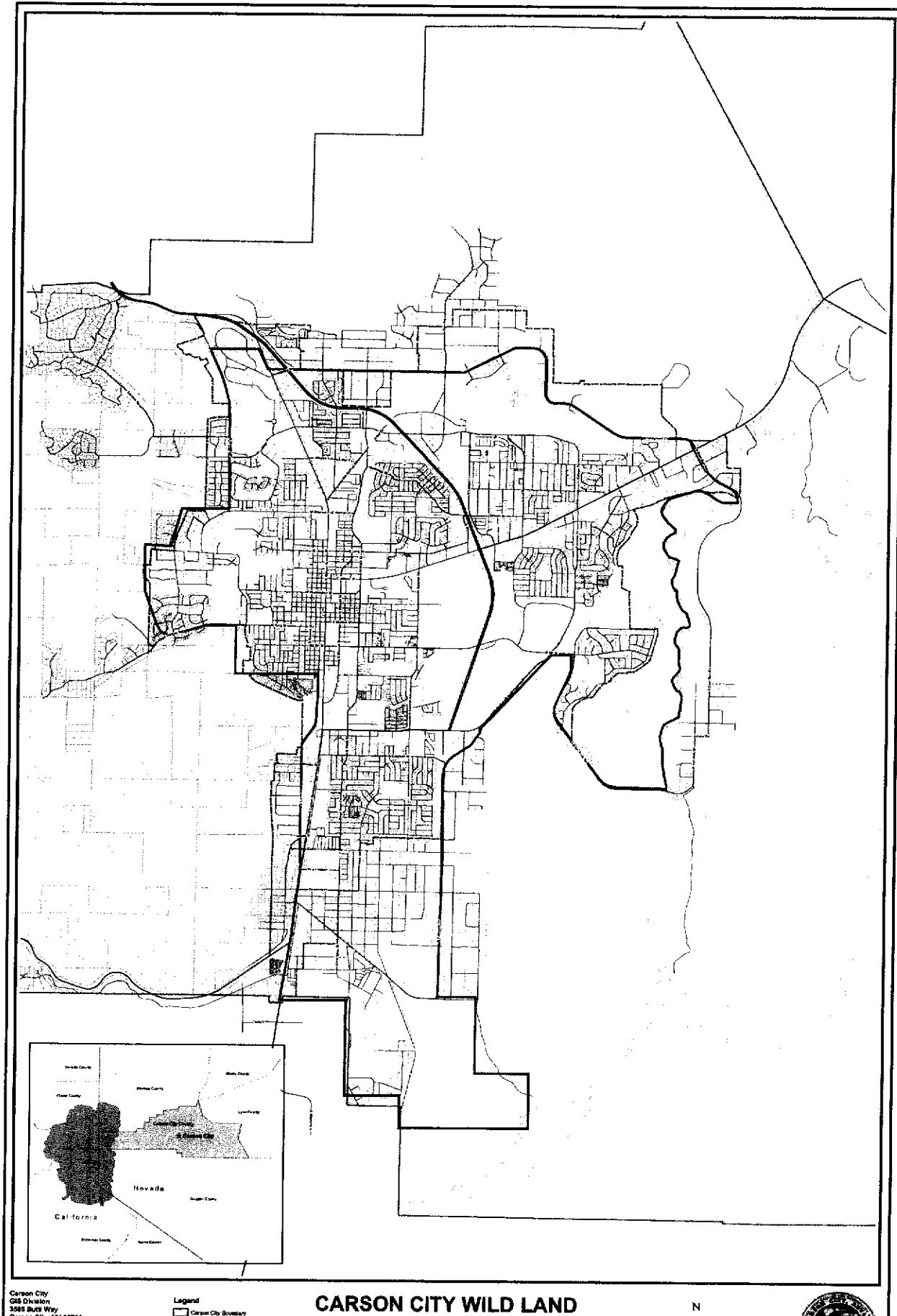
frequency allocation plan for those incidents occurring within the Division's jurisdiction.

3. A Unified Command Organization may be established between the two agencies. Cost Share Agreements can be initiated by jurisdictional agencies.
4. Other resources can be ordered through established mutual aid agreements or cooperative agreements to keep costs at a manageable level.

WILDLAND FIRES EAST OF HIGHWAY 395 IN CARSON CITY WITHIN THE CARSON CITY FIRE DEPARTMENT JURISDICTION

1. Upon request, the Division will respond Type 3 Engines, Type 6 Engines, water tenders and/or overhead to wildland fires in Carson City jurisdiction for the first 24 hours of the incident without charge. If operations continue into extended attack and exceed the 24 hour mark, then payment will be retroactive back to the time of alarm. Any additional resource requests will be made on a mutual aid basis.
2. Upon request, the Division will respond state hand crews and state aircraft to wildland fires on privately owned forested or watershed lands in the Carson City, subject to availability, for the first 24 hours of the incident without charge. If operations continue into extended attack and exceed the 24 hour mark, then payment will be retroactive back to the time of alarm.
3. In the area just east of Hwy 395 (Lakeview Hill – Duck Hill, open pit area)–the Division may automatically respond one (1) brush engine due to the close proximity of the Storey County Line. This unit will coordinate suppression efforts with the Department command
4. The Division will not respond unless requested through the Sierra Front Interagency Dispatch Center. Carson City must notify the Sierra Front Interagency Dispatch Center if they require the assistance of the Division for wildland fires east of Hwy 395.
5. The Division agrees to operate all incident communications on the designated frequencies as set forth by the Carson City Dispatch for incidents in Carson City. Use of the Sierra Front Interagency Dispatch Center frequencies may be used upon mutual agreement of both parties.
6. Other resources can be ordered through established mutual aid agreements or cooperative agreements to keep costs at a manageable level.
7. A unified command organization may be established between the two agencies when the fire is multi-jurisdictional.

ATTACHMENT B
FIRE DISTRICT MAP



Carson City
GIS Division
3585 Bult Way
Carson City, NV 89701
(775) 887-3386 ext.1913

Carson City, Nevada
The City of Carson City is the seat of Carson City, Nevada. It is located in the central part of the state, approximately 100 miles east of Reno and 150 miles west of Las Vegas. The city is situated at an elevation of about 4,500 feet above sea level, and has a population of approximately 55,000 people.

Legend:

- Carson City Boundary
- W.U. Area
- Wild Land/Interface
- Shaded Fire Protection

Revised: Aug. 1996



NEVADA DIVISION OF FORESTRY
FY2010 PERSONNEL BILLING RATES

| BUDGET ACCOUNT | POSITION TITLE | FIRE BILLINGS - NOTE #4 | | PROJECT BILLINGS - NOTE #3 | |
|----------------|---------------------------------------|-------------------------|----------|----------------------------|----------|
| | | REGULAR TIME | OVERTIME | REGULAR TIME | OVERTIME |
| 4195 | ACCOUNTANT TECHNICIAN III | \$48.09 | \$56.80 | | |
| 4195 | ACCOUNTING ASSISTANT I - SEASONAL | \$20.39 | \$24.49 | | |
| 4195 | ACCOUNTING ASSISTANT II | \$26.21 | \$28.31 | | |
| 4195 | ACCOUNTING ASSISTANT III | \$35.84 | \$40.14 | | |
| 4195 | ACCOUNTING ASSISTANT IV | \$39.54 | \$45.53 | | |
| 4195 | ADMIN ASSISTANT I | \$30.83 | \$33.81 | | |
| 4195 | ADMIN ASSISTANT II | \$28.62 | \$30.67 | | |
| 4195/4227 | ADMIN ASSISTANT IV | \$32.17 | \$35.21 | | |
| 4195 | ADMIN SERVICES OFFICER I | \$44.42 | \$54.38 | | |
| 4195 | ADMIN SERVICES OFFICER II | \$59.04 | \$71.22 | | |
| 4195 | ADMIN SERVICES OFFICER IV | \$73.09 | \$89.73 | | |
| 4195 | AIR OPERATIONS SUPERVISOR | \$56.65 | \$68.09 | | |
| 4195 | AIRCRAFT MAINTENANCE SPECIALIST | \$43.36 | \$49.70 | | |
| 4227 | BATTALION CHIEF | \$47.97 | \$53.30 | | |
| 4195 | COMMUNICATIONS SYSTEMS MGR | \$55.19 | \$65.03 | | |
| 4195/4235 | CONSERVATION AID I - SEASONAL | \$24.57 | \$25.51 | | |
| 4195 | CONSERVATION AID II - SEASONAL | \$26.20 | \$27.57 | | |
| 4198 | CONSERVATION CAMP AREA SUPERVISOR | \$56.52 | \$65.03 | | |
| 4198 | CONSERVATION CAMP SUPERVISOR | \$52.24 | \$57.89 | \$427.02 | \$496.88 |
| 4198 | CONSERVATION CREW SUPERVISOR III | \$42.96 | \$46.82 | \$351.19 | \$401.86 |
| 4195 | CONSERVATION STAFF SPECIALIST II | \$48.12 | \$55.49 | | |
| 4195 | DEPUTY STATE FORESTER | \$66.87 | \$78.08 | | |
| 4195 | EQUIPMENT MECHANIC II | \$39.61 | \$44.85 | | |
| 4195/4198 | EQUIPMENT MECHANIC III | \$43.11 | \$49.79 | | |
| 4227 | FIRE CAPTAIN | \$46.71 | \$51.47 | | |
| 4195 | FIRE CONTROL DISPATCHER II | \$36.47 | \$41.11 | | |
| 4195 | FIRE CONTROL DISPATCHER II - SEASONAL | \$28.00 | \$29.86 | | |
| 4195 | FIRE CONTROL DISPATCHER III | \$42.28 | \$48.74 | | |
| 4227 | FIREFIGHTER II | \$36.23 | \$38.21 | | |
| 4195/4198/4227 | FIREFIGHTER II - SEASONAL | \$28.00 | \$29.86 | | |
| 4195 | FORESTER I | \$38.66 | \$43.62 | | |
| 4195 | FORESTER II | \$48.23 | \$54.38 | | |
| 4195/4227 | FORESTER III | \$46.59 | \$53.89 | | |
| 4195/4227 | FORESTER IV | \$54.30 | \$62.22 | | |
| 4195 | FORESTRY PROGRAM MANAGER | \$56.13 | \$66.07 | | |
| 4195 | FORESTRY REGIONAL MANAGER | \$57.74 | \$66.56 | | |
| 4195 | IT PROFESSIONAL II | \$54.34 | \$65.03 | | |
| 4195 | MANAGEMENT ANALYST I | \$46.25 | \$54.38 | | |
| 4195 | MANAGEMENT ANALYST III | \$45.10 | \$51.96 | | |
| 4235 | NURSERY SPECIALIST II | \$33.38 | \$36.78 | | |
| 4235 | NURSERY SPECIALIST III | \$46.97 | \$54.38 | | |
| 4195 | PERSONNEL TECHNICIAN II | \$28.03 | \$29.89 | | |
| 4195 | PERSONNEL TECHNICIAN III | \$39.54 | \$45.53 | | |
| 4195 | PILOT III | \$59.98 | \$71.22 | | |

| | | |
|---------|--|---------|
| INMATES | Conservation Projects - See Note #1 | \$10.27 |
| | Fire fighting - (federal minimum wage + 2.73% w/c) | \$7.45 |

| EMERGENCY WORKER PAY RATES PER INTERAGENCY INCIDENT BUSINESS MANAGEMENT HANDBOOK, Chapter 10, Section 13.6, Exhibit 01, as effective 3/31/09. | | RATE INCLUDING 2.73% FOR WORKERS COMP | |
|---|----------|---------------------------------------|----------|
| AD CLASS | AD RATES | REGULAR | OVERTIME |
| AD-A | \$13.96 | \$14.34 | \$21.51 |
| AD-B | \$15.36 | \$15.78 | \$23.67 |
| AD-C | \$17.08 | \$17.55 | \$26.32 |
| AD-D | \$18.88 | \$19.40 | \$29.09 |
| AD-E | \$20.68 | \$21.24 | \$31.87 |
| AD-F | \$22.64 | \$23.26 | \$34.89 |
| AD-G | \$24.64 | \$25.31 | \$37.97 |
| AD-H | \$27.68 | \$28.44 | \$42.65 |
| AD-I | \$30.60 | \$31.44 | \$47.15 |
| AD-J | \$33.68 | \$34.60 | \$51.90 |
| AD-K | \$37.00 | \$38.01 | \$57.02 |
| AD-L | \$44.36 | \$45.57 | \$68.36 |
| AD-M | \$52.76 | \$54.20 | \$81.30 |

NOTES

| | |
|----|--|
| #1 | Inmate project rate is calculated at \$1.00/hour for a 10 hour workday, plus Workers Compensation coverage at 2.73% |
| #2 | The Nevada Division of Forestry will continue to accept task orders from the Bureau of Land Management for the amount specified, and from other agencies with a set amount of project funds. |
| #3 | Project daily rate is based on a 10 hour workday. |
| #4 | Fire hourly rates include 16.5% Central Reporting Unit factor. |
| #5 | See Interagency Incident Business Management Handbook, Chapter 10 - Personnel, for listing of position titles and AD Class. |

NEVADA DIVISION OF FORESTRY
FY2010 EQUIPMENT RATES
For Conservation Projects & Emergency Response

| EQUIPMENT TYPE | PROJECT RATE | | EMERGENCY RESPONSE RATE | |
|---|--------------------------------------|----------------|------------------------------------|----------------|
| | Per Mile (mi) or Per Hour (hr) | Daily Rate | Per Mile (M) or Per Hour (H) | Daily Rate |
| A01 Sedan | \$0.46 mi | \$33.66 | \$0.54 mi | \$39.21 |
| A03 Suburban 4x4 | \$0.62 mi | \$64.00 | \$0.73 mi | \$74.56 |
| A04 Sport Utility 4x4 | \$0.60 mi | \$54.50 | \$0.70 mi | \$63.49 |
| A05 Van (all) | \$0.61 mi | \$40.00 | \$0.71 mi | \$46.60 |
| A06 Pickup 1/2 ton 4x2 | \$0.49 mi | \$33.00 | \$0.57 mi | \$38.45 |
| A07 Pickup 3/4 ton 4x2 | \$0.51 mi | \$36.33 | \$0.60 mi | \$42.32 |
| A10 Pickup 1/2 ton 4x4 | \$0.57 mi | \$36.33 | \$0.67 mi | \$42.32 |
| A11 Pickup 3/4 ton 4x4 | \$0.61 mi | \$40.33 | \$0.71 mi | \$46.98 |
| A12 Pickup 1 ton 4x4 | \$0.65 mi | \$54.33 | \$0.76 mi | \$63.29 |
| NOTE: A-type vehicles are charged at the daily rate plus the per mile charge. | | | | |
| C01 Conservation Crew Vehicle | \$2.83 mi | \$100.00 | \$3.30 mi | \$362.32 |
| C02 Sonoma Kitchen | | \$575.00 | | \$669.88 |
| C03 Sonoma Support Trailer (refer, etc.) | | \$197.50 | | \$230.09 |
| C05 Portable Generator or Pump | | \$93.25 | | \$108.64 |
| C06 Chainsaw | | \$41.66 | | \$48.53 |
| C07 Chipper | | \$40.00 | | \$46.60 |
| C08 Porta-Toilet | | \$15.00 | | \$17.48 |
| C09 ATV | | \$25.00 | | \$29.13 |
| C10 Seed Drill | | \$100.00 | | \$116.50 |
| NOTE: C01 is charged at the daily rate plus the per mile charge; includes two chainsaws, standard hand tools, and porta-toilet as equipped on vehicle. | | | | |
| D01 Bulldozer, Medium (i.e. D5-D6) | \$110.94 hr | | \$129.25 hr | |
| D02 Bulldozer, Heavy (i.e. D7 and up) | \$163.60 hr | | \$190.59 hr | |
| D03 Grader / Loader | \$90.50 hr | | \$105.43 hr | |
| H01 Helicopter <i>Note: helicopter rate is for calendar year 2009</i> | | | | |
| H01 | \$1,161.00 hr | | \$1,352.00 hr | |
| E01 Type I Engine | \$100.00 hr | 8 hour minimum | \$116.50 hr | 8 hour minimum |
| E02 Type II Engine | \$89.00 hr | 8 hour minimum | \$103.69 hr | 8 hour minimum |
| E03 Type III Engine | \$82.40 hr | 8 hour minimum | \$96.00 hr | 8 hour minimum |
| E04 Type IV Engine | \$71.00 hr | 8 hour minimum | \$82.72 hr | 8 hour minimum |
| E05 Type V Engine | \$63.31 hr | 8 hour minimum | \$73.76 hr | 8 hour minimum |
| E06 Type VI Engine | \$55.19 hr | 8 hour minimum | \$64.30 hr | 8 hour minimum |
| E07 Water Tender <2,000 gallon | \$52.90 hr | 8 hour minimum | \$61.63 hr | 8 hour minimum |
| E08 Water Tender >2,000 gallon | \$70.00 hr | 8 hour minimum | \$81.55 hr | 8 hour minimum |
| NOTE: All engine rates include chainsaws, hand tools, pumps, generators, etc. that are equipped on the engine and used during an incident. | | | | |
| S01 Stakeside Truck | \$23.63 hr | | \$27.53 hr | |
| S02 Service Truck (mechanic, communications, etc.) | \$90.92 hr | | \$105.92 hr | |
| S03 Helitack Service/Fuel Truck | \$54.17 hr | | \$63.11 hr | |
| S04 Transport (dozer, lowboy, support, etc.) | \$49.51 hr | | \$57.68 hr | |