

**City of Carson City
Agenda Report**

Date Submitted: 4/26/2011

Agenda Date Requested: 5/5/11

Time Requested: Consent

To: Mayor and Supervisors

From: Fire Department

Subject Title: Action to authorize the mayor to sign the Modification of Grant or Agreement form from the United States Forest Service in order to extend the terms of Agreement number 06-FI-11041701-0572011 a Cooperative Fire Protection Agreement between the Forest Service and the Carson City Fire Department extended the terms of the agreement to March 31, 2012.
(Stacey Giomi)

Staff Summary: The original Cooperative Fire Protection Agreement between the Forest Service and the Fire Department is set to expire August 30, 2011. Both parties desire to extend the length of the contract through the fire season in order to continue to provide cooperative fire protection services.

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 authorize the mayor to sign the Modification of Grant or Agreement form from the United States Forest Service in order to extend the terms of Agreement number 06-FI-11041701-0572011 a Cooperative Fire Protection Agreement between the Forest Service and the Carson City Fire Department extended the terms of the agreement to March 31, 2012.

Explanation for Recommended Board Action: This extension will allow both parties to work on a new five year agreement over the winter months. Before the expiration of this extension (March 31 2012) a new agreement will be brought to the Board for approval.

Applicable Statute, Code, Policy, Rule or Regulation:

Fiscal Impact: No fiscal impact specifically related to signing this extension.

Supporting Material: Original five year agreement approved on August 17, 2006

Prepared By: R. Stacey Giomi, Fire Chief

Reviewed By:

(Fire Chief)

(City Manager)

(District Attorney)

(Finance Director)

Robert S. Johnson
CE
Andy Hall
Mark Bresnahan

Date: 4/26/11

Date: 4/26/11

Date: 4/26/11

Date: 4/26/11

Board Action Taken:

Motion: _____

1) _____
2) _____

Aye/Nay

(Vote Recorded By)

NOTE: There are two original contracts for signature. One copy for the Clerk Recorder's official file and one copy to be returned and processed by the Fire Department.



MODIFICATION OF GRANT OR AGREEMENT

PAGE OF PAGES
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1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 06-FI-11041701-057	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:	3. MODIFICATION NUMBER: 001
4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): U.S. Forest Service, Humboldt-Toiyabe N.F., 1200 Franklin Way, Sparks, NV 89431		5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): U.S. Forest Service, Carson Ranger District, 1536 So. Carson St., Carson City, NV 89701
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): Carson City Fire Department, 777 S. Stewart St., Carson City, NV 89701		7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):

8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
<input checked="" type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD: Extend date from 08/30/2011 to 03/31/2012
<input type="checkbox"/>	CHANGE IN FUNDING:
<input type="checkbox"/>	ADMINISTRATIVE CHANGES:
<input type="checkbox"/>	OTHER (Specify type of modification):

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):

To allow sufficient time to execute a new Cooperative Fire Agreement and to have the AOP and Coop. Fire Agreement expire at the same time.

10. ATTACHED DOCUMENTATION (Check all that apply):

<input type="checkbox"/>	Revised Scope of Work
<input type="checkbox"/>	Revised Financial Plan
<input type="checkbox"/>	Other:

11. SIGNATURES

AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. SIGNATURE (Signature of Signatory Official)	11.B. DATE SIGNED	11.C. U.S. FOREST SERVICE SIGNATURE (Signature of Signatory Official)	11.D. DATE SIGNED 4/19/11
11.E. NAME (type or print): Robert L. Crowell	11.F. NAME (type or print): JEANNE M. HIGGINS		
11.G. TITLE (type or print): Mayor	11.H. TITLE (type or print): Forest Supervisor		

12. G&A REVIEW

12.A. The authority and format of this modification have been reviewed and approved for signature by: Jean Burt U.S. Forest Service Grants & Agreements Specialist	12.B. DATE SIGNED 4/19/2011
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USDA Forest Service

OMB 0596-0217
FS-1500-19**MODIFICATION OF GRANT OR AGREEMENT**PAGE OF PAGES
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11.A. SIGNATURE (Signature of Signatory Official)	11.B. DATE SIGNED	11.C. U.S. FOREST SERVICE SIGNATURE (Signature of Signatory Official)	11.D. DATE SIGNED 4/19/14
11.E. NAME (type or print): Robert L. Crowell	11.F. NAME (type or print): JEANNE M. HIGGINS		
11.G. TITLE (type or print): Mayor	11.H. TITLE (type or print): Forest Supervisor		

12. G&A REVIEW

12.A. The authority and format of this modification have been reviewed and approved for signature by: Jean Burt U.S. Forest Service Grants & Agreements Specialist	12.B. DATE SIGNED 4/19/2011
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COOPERATIVE FIRE PROTECTION AGREEMENT
Between
USDA FOREST SERVICE
HUMBOLDT-TOIYABE NATIONAL FOREST
CARSON RANGER DISTRICT
And
CARSON CITY FIRE DEPARTMENT

This Cooperative Fire Protection Agreement is made and entered into by and between the United States Department of Agriculture, Forest Service, Hum'boldt-Toiyabe National Forest, Carson Ranger District, referred to as Federal Agency and the Carson City Fire Department, hereinafter referred to as the Department, and jointly referred to as PARTIES.

I. AUTHORITY:

- 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)
- The Reciprocal Fire Protection Act of 1955 (42 U.S.C. 1856 et seq.)
- Department of the Interior and Related Agencies Appropriations Act of 1999, as included in Public law 105-277, section 101(e).
- The **Stafford** Act, Public Law 93-288 as amended (42 U.S.C. 5121 et seq.)
- 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)
- NRS 277.180 Interlocal Agreements

II. PURPOSE:

The purpose of this Agreement is to provide for cooperation in the prevention, detection and suppression of wildland fires within the protection areas of PARTIES signatory to this Agreement. 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.

III. STATEMENT OF MUTUAL BENEFITS:

The PARTIES have the responsibilities for prevention, detection and suppression on lands administered by each agency, on private lands, and other lands for which agencies have assumed fire management responsibilities through authorized agreements.

As PARTIES maintain prevention, detection and suppression forces to protect areas each is responsible for, it is mutually advantageous and in the public interest for the agencies to agree to this agreement to coordinate and assist in each other's effort in prevention, detection and suppression of wildland fires in and adjacent to their areas of responsibility.

The PARTIES may jointly participate in area and national incident management teams which may include non-fire emergencies.

IV. MUTUAL AID:

As deemed appropriate, the PARTIES will establish reciprocal initial attack areas for lands of intermingled or adjoining protection responsibilities. Within such areas a Supporting PARTY will, upon request or voluntarily, take initial attack action in support of the Protecting PARTY. The Protecting PARTY will not be required to reimburse the Supporting PARTY for initial attack actions taking place in these areas within the first 24 hours following initial dispatch of suppression resources. All assistance beyond this mutual aid period will be Assistance by Hire and will be billed retroactively for the full period from the time of initial dispatch.

Structural fire protection in the **wildland/urban** interface is the responsibility of tribal, state, and local governments. Reciprocal initial attack will follow the guidelines specified in the attached Annual Operating Plan.

Aircraft will be addressed in Annual Operating Plan (AOP).

All handcrews are considered assistance by hire.

V. 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. PARTIES will provide to the jurisdictional PARTY all information related to suppression costs in a timely manner.

VI. FIRE TRAINING, PREVENTION, EDUCATION, AND MITIGATION:

1. The Federal Agencies will inform the Department of changes to required training and qualifications as per NWCG 310-1 for Department personnel in a timely manner.
2. The PARTIES may conduct joint wildland fire and other related training, and participate in joint fire prevention, educational, and mitigation events. The PARTIES will cooperate to maximize the use of existing personnel, equipment and facilities for joint training purposes.

VII. REGULATIONS AND REQUIREMENTS:

1. The Federal Agencies will provide resource advisors and information as needed to fires on their jurisdiction to insure proper suppression guidelines are followed. The Department will abide by and implement these guidelines during any suppression actions.

2. Ensure that Department firefighting personnel engaged in assistance on Federal Agency fires are eighteen (18) years of age or older.
3. Ensure Department firefighters are properly trained and qualified, as well as, outfitted with approved personal protective clothing and safety equipment.

VIII. MUTUAL UNDERSTANDING:

1. INITIAL ATTACK

PARTIES may, upon its own initiative and after prompt, proper notification, take immediate action to attack a wildland fire within the Department or Federal jurisdiction. None of the parties to this agreement shall perform any fire suppression action which is contrary to the limitations found within this agreement, and any reimbursement shall be pursuant to this agreement. During initial attack, PARTIES shall accept each other's training and qualifications, and equipment standards.

2. INCIDENT COMMAND SYSTEM

The PARTIES will operate under the concepts of the National Interagency Incident Management System (NIMS) and it's Incident Command System (ICS), as appropriate for providing qualified resources and for management of incidents encompassed under the terms of this Agreement.

3. DESIGNATED INCIDENT COMMANDER

The first qualified fire officer on-scene shall assume command responsibility and properly transition to a qualified jurisdictional Incident Commander as complexity dictates. If it is determined that the fire is confined to the sole jurisdiction of either party, then the jurisdictional agency will designate an Incident Commander.

4. MULTI-JURISDICTIONAL AND BOUNDARY FIRES

A fire burning on, or adjacent to, a jurisdictional boundary will be the initial attack responsibility of the protecting PARTIES on either side of the boundary. The Initial Attack Incident Commander in consultation with the involved Party's representatives shall mutually agree upon fire suppression objectives, strategy, and the commitment and funding of agency suppression resources. Incident objectives will reflect the priorities of; human life/firefighter safety, protection of property and natural resource values. Unless it is determined that the fire will remain confined to the sole jurisdiction of one agency, a unified command organization will be implemented. When a fire burns on both sides of a protection boundary, a cost share agreement should be prepared and approved for all actions (see Fire Business Management, Clause #3, Cost Sharing).

5. FIRE DOCUMENTATION

Responses to Forest Service fires by Department resources will be documented on a Great Basin Incident Organizer and submitted to Federal Agency within five (5) working days. The Federal

Agency shall provide to the Department the required forms.

6. STRUCTURE PROTECTION

Federal agencies are not responsible for fighting structure fires, but may provide structure protection, as trained and capable, when wildland fires threaten to engulf structures. The Department is responsible for structure fire protection and related costs.

7. COMMUNICATIONS

Each agency will provide yearly updates of Fire Officers, station locations, resources, radio call-numbers and frequencies. 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 Annual Operating Plan.

8. ANNUAL OPERATING PLAN

Prior to April of each year, the Forest Service, Carson Ranger District and the Department designees shall negotiate an Annual Operating Plan as a part of this agreement.

9. 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.

Most of the above situations will require **further** documentation and approval. The Annual Operating Plan with a Financial Plan may be an appropriate instrument to document the situation. Agency **specific** documents (such as transfer forms) may need to be completed and approved prior to any of the above actions being completed.

IX. WAIVER OF CLAIMS:

1. The Federal Agencies and the Department hereby waive all claims between and against each other for compensation for loss, damage, and personal injury, including death, to each others property, employees, agents and contractors occurring in the performance of this agreement. This waiver shall not apply to intentional torts or acts of violence against such persons or property.
2. Each party has responsibility for Workman Compensation, liability, and Automotive Insurance for their personnel and vehicles. Department personnel specifically compensated under a State or County Pay formula, or assistance-by-hire under State of Nevada authority, shall remain the legal and statutory responsibility of that Department entity under applicable compensation procedures.

3. PARTIES agree to operate in a safe efficient manner and within the statutory limits applicable to each party. The PARTIES shall be responsible for their own fire equipment and the operational use thereof.

X. FIRE BUISNESS MANAGEMENT:

1. 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 through resource **orders/dispatch** logs. 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.

Except for Mutual Aid, all requests for fire suppression assistance in either PARTY'S jurisdiction shall be Assistance by Hire. Any other resources provided by a supporting PARTY, and not specifically ordered by the protecting PARTY, shall be considered a voluntary contribution.

Resources provided by the Department for fire suppression activities on Federal Jurisdiction during the Federal Agencies "off season", as identified in the AOP, will be assistance by hire.

The Federal Agencies will be provided by the Department current Assistance for Hire rate schedules and updates when rates change. The rates will be posted and updated in the Annual Operating Plan.

2. MOTORIZED GROUND EQUIPMENT:

Use rates for all Department and Federal Agency owned motorized ground equipment (including operators) provided as Assistance by Hire shall be paid at the rate established by each Party for its equipment. Rates for **motorized** equipment will include all operating costs for equipment. Charge for motor fuels and lubricant costs supplied by the Protecting Agency will be billed separately. Drivers and equipment operators will hold appropriate operating licenses to meet their respective Department and Federal regulations.

3. COST SHARING:

A Cost Share Agreement will be prepared by the responsible Line Officers and appropriate fiscal representatives or their authorized representatives when there is (1) a multi-jurisdictional incident, or (2) an incident which threatens or burns across direct protection boundaries of the Department and Federal Agencies. See Exhibit A for a sample cost share agreement.

Situations may require agencies signatory to this agreement not directly affected by the incident to be a part of the cost share agreement to assure utilized resources are properly identified for the purpose of sharing costs of those resources.

The Agencies agree that all reasonable and necessary costs incurred to meet the protection responsibilities within each 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 based on acreage burnt.

For temporary support level functions or facilities established during periods of extraordinary fire danger or activity, similar cost sharing procedures may be used by the involved Agencies.

Each agency that could incur costs on an incident shall have a Fiscal and Operations representative participate in all cost share discussions/negotiations.

After-action fiscal review will be conducted within ten days of closeout of all cost-shared incidents.

4. BILLING PROCEDURES:

A. Federal Agency:

Federal Agency will submit bills to the Department whenever the Department is the Protecting Agency and billing is appropriate.

B. Department Billings:

When the Department is the supporting agency the Department will bill the Protecting Agency when billing is appropriate.

C. Billing Estimates/Timeframes: On 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 initial billing, a partial bill or estimated bill, so identified, may be submitted.

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.

D. 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 (direct, support, air, and retardant). Billings for fire suppression assistance will not include administrative overhead or other costs not supported by a resource order. Documentation in support of the billing will include:

- Bill for Collection

- Narrative Cover Letter
- Fire Suppression Cost Summaries
- Copies of Resource Orders and other supporting documentation
- Copies of applicable Cost Share Agreements

E. Billing Addresses: All bills for services provided to the Department will be mailed to the following address for payment:

Carson City Fire Department
777 S. Stewart St.
Carson City, NV 89701

All bills for services provided to the Forest Service.

USDA Forest Service
Humboldt-Toiyabe National Forest
1200 Franklin Way
Sparks, NV 89431

XI. GENERAL PROVISIONS

1. **TAXPAYER IDENTIFICATION NUMBER**. The DISTRICT shall furnish their tax identification number upon execution of this instrument.
2. **FREEDOM OF INFORMATION ACT (FOIA)**. Any information furnished to the Federal agencies under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
3. **MODIFICATION**. Modifications within the scope of the instrument shall 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.
4. **LEGAL AUTHORITY**. The PARTIES have the legal authority to enter into this instrument, and the institutional, managerial and financial capability to ensure proper planning, management, and completion of the project.
5. **TERMINATION**. Any of the parties, in writing, may terminate the instrument in whole, or in part, by providing 30 days written notice to the other party.
6. **COMMENCEMENT/EXPIRATION DATE**. This instrument is executed as of the date of last signature and is effective for five years from that date at which time it will expire unless renewed.
7. **DUNS NUMBER (5/04)**: The Department shall furnish their DUNS number upon execution of this instrument. You may obtain a DUNS number by contacting Dun and Bradstreet at 800-234-3867 or 866-794-1580. A DUNS number will be provided immediately by telephone at no charge.
8. **ELECTRONIC FUNDS TRANSFER (EFT) (5104)**: The recipient/cooperator shall designate a financial institution or an authorized payment agent through which a federal payment may be made in accordance with US Treasury Regulations, Money and Finance at 31 CFR 208, which requires that federal payments are to be made by EFT to the maximum extent possible. A waiver may be requested and payments received by check by certifying in writing that one of the following situations apply:
 1. The payment recipient does not have an account at a financial institution.

2. EFT creates a financial hardship because direct deposit will cost the payment recipient more than receiving a check.
3. The payment recipient has a physical or mental disability, or a geographic, language, or literacy barrier.

In order to receive EFT payments the recipient/cooperator shall register in the Central Contractor Registry (CCR). You may register by going to www.ccr.gov and following the instructions provided on line. For assistance, contact the CCR Assistance Center at 888-227-2423 or 269-961-4725.

9. **AUTHORIZED REPRESENTATIVES**. By signature below, the cooperator certifies that the individuals listed in this document as representatives of the cooperator are authorized to act in their respective areas for matters related to this agreement.

XII. MISCELLANEOUS CONDITIONS:

All notices, demands and correspondence required or provided for under this agreement shall be in writing and delivered in person or mailed by certified mail postage prepaid, return receipt requested. Notices given to either party shall be addressed as follows:

USDA, Forest Service
Carson Ranger District
1536 S Carson St.
Carson City, NV 89701
ATTN: Michael Wilde

Carson City Fire Department
ATTN: Stacey Giomi, Fire Chief
777 S. Stewart St.
Carson City, NV 89701

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

Edward Monning
ED MONNING, Forest Supervisor
Humboldt-Toiyabe National Forest

Date 8/31/06

Jean Burt
JEAN BURT, Grants and Agreements Specialist
Humboldt-Toiyabe National Forest

Date 8/21/06

Marv Teixeira
MARV TEIXEIRA, Mayor
Carson City, Nevada

Date 8/18/06

Ron S. Giomi
R. STACEY GIOMI, Fire Chief
Carson City Fire Department

Date 8-8-06

Deputy Katherine L. Laughlin
ALAN GLOVER
Carson City Clerk/Recorder
Carson City, Nevada

Date 8/18/06

Noel Waters
Noel Waters, Carson City District Attorney
Carson City, Nevada

Date 8-8-06