



2022-2027  
**COOPERATIVE INTERSTATE AGREEMENT**

**Between**

**CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE  
PROTECTION (CAL FIRE)**

DUNS # 79-2358095

AND

**NEVADA DIVISION OF FORESTRY (NDF)**

DUNS # 048101831

**2022-2027  
COOPERATIVE INTERSTATE AGREEMENT**

**1. AUTHORITIES**

- California Public Resources Code, Sections 4125 to 4127, 4141, 4151 and 4156; California Government Code, Sections 179-179.9.
- Authority for the Nevada Division of Forestry is provided under the “Supplemental Interstate Compact for Emergency Mutual Assistance” between the States of California and Nevada.

**2. PURPOSE**

The “Cooperative Interstate Agreement” (hereinafter called the Agreement) is to coordinate the exchange of personnel, equipment, supplies, and services between agencies. Wildland fires and non-wildland fire emergencies or disasters that are Major Declarations are covered under this Agreement.

**The Agencies to this Agreement are:**

The California Department of Forestry and Fire Protection, hereinafter called “CAL FIRE”; and The Nevada Division of Forestry, hereinafter called “NDF”.

**3. RECITALS**

It is mutually advantageous to the signatory agencies of this Agreement to coordinate efforts in the response to wildland fires and other non-wildland emergencies within California and Nevada to ensure effective mission accomplishment.

The Agencies within this Agreement will cooperate, to the extent possible, when resources, personnel and equipment are available to support one another in response to emergency incidents on State Responsibility Areas (SRA).

The Agencies within this Agreement understand and prioritize Initial Attack and Extended Attack operations effectiveness and efficiency through the application of Closest Forces Concepts and Immediate Need Mobilization for structure protection by CAL FIRE and other wildland fire threats.

NDF does not perform structure protection. NDF resources include local cooperators that are members of the NDF Wildland Fire Protection Program.

The Agencies within this Agreement acknowledge differences and commonalities exist between agency missions, policies, and procedure. The protecting agency will represent the jurisdictional agency’s interests in wildland fire management activities consistent with each State’s policy. Wildland fire protection and structure defense will be provided pursuant to the terms of this Agreement.

#### 4. INTERAGENCY COOPERATION

Agencies within this Agreement will be expected to follow the National Wildfire Coordinating Group's (NWCG) National Incident Management System (NIMS) minimum standards as defined in the Wildland Fire Qualifications Systems Guide (PMS-310).

##### **Northern and Southern California Coordination Centers (GACCs)**

The Agencies within this Agreement recognize the Northern and Southern California Coordination Centers in Redding and Riverside, respectively, as the Geographic Area Coordination Centers (GACCs) for the California Geographic Area. The Agencies within this Agreement recognize the GACC in Salt Lake City, Utah as the GACC for the NDF resources. The Agencies within this Agreement will coordinate wildland fire management activities and resource movements through the Geographic Area Coordination Centers as appropriate.

##### **Jurisdictional Agency**

The agency having overall land and resource management and/or wildland fire protection responsibility for a specific geographical or functional area as provided by federal or state law. Under no circumstances will a jurisdictional agency abdicate legal responsibilities as provided by federal or state law.

##### **Protecting Agency**

The agency responsible for providing wildland fire protection, incident management and other activities to a given area pursuant to its jurisdictional responsibility or agreed upon protection responsibility as specified by federal or state law, contract or agreement.

#### 5. OPERATIONS

##### **Protection Priorities**

The Agencies within this Agreement agree incident management objectives will provide for:

- Firefighter safety, threats to human life, threats to property and natural/cultural resources.

##### **Ordering CAL FIRE Resources**

Ordering of all parties to this Agreement will be at the North and South GACC's direction and approval. Nevada's mutual aid agreements will be fully utilized, and only when they fail to produce the necessary resources will this Agreement be used to order resources from CAL FIRE.

Northern California Geographic Coordination Center

- CAL FIRE Duty Chief: (530) 224-4944

Southern California Geographic Coordination Center

- CAL FIRE Duty Chief: (951) 782-4236

### **Ordering NDF Resources**

NDF State Duty Officer will be notified prior to ordering:

- NDF State Duty Officer: 775-684-2560

Orders will be submitted through the Great Basin GACC

- Great Basin GACC:(801) 531-5320

### **CAL FIRE Responsibilities and Resources:**

Out of state response of CAL FIRE resources is permitted under CAL FIRE Policy. This Agreement allows for a pre-approved aggregate total of resources to be committed out of state; however, notification by the sending Agency shall be made to the Northern/ Southern Region Duty Chief in order to ensure out of state resource commitments are properly tracked. It will be the responsibility of the notified agency to dispatch an agency representative to the incident if deemed appropriate.

The following pre-approved aggregate resource totals can be committed out of state at the Duty Chief level:

- 10 engines
- 15 overhead
- 12 hand crews (restrictions apply, see below)
  - CDCR
  - CCC
  - CNA- California Military Department
  - CAL FIRE FF
- 1 air tactical
- 2 air tankers
- 1 helicopter
- 1 CAL FIRE Agency Representative

### **Aviation:**

Aircraft distance cannot exceed 25 nautical miles from the California border. All aircraft (fixed and rotary-winged, including pilots) shall always be Assistance by Hire and ordered when needed. Use of aircraft will comply with the Interagency Aircraft Utilization Guidelines, Exhibit G of the CFMA.

### **Crews:**

- California Military Department/ CNA Crew
  - When dispatched, notification to Northern and Southern Region CNA Program Chiefs.
- CDCR
  - When CAL FIRE/ CDCR resources are dispatched into Nevada, the distance cannot exceed 25 miles from the California Border per California Penal Code 2780.5.
- CDCR- continued:

- Crews will respond consistent with policy and protocol for Unit incidents within their home state, with the following exceptions:
  - California Department of Corrections and Rehabilitation (CDCR) and Nevada Department of Corrections (NDOC) staff at the assigned camp shall be notified as part of the initial dispatch of the occurrence and location of the out of state incident. CDCR shall respond to the incident at staffing levels not to exceed those required in CAL FIRE Issuance Policy 6564.1.
  - The Initial Attack area shall be limited to within 2 hours of the crew's assigned camp and not to exceed 25 miles from the California border.

### **NDF Responsibilities and Resources:**

Out of state response of NDF resources is permitted under the NDF Division Administrative Manual. Notification by the sending Agency shall be made to the State Duty Officer to ensure out of state resource commitments are properly tracked. It will be the responsibility of the notified agency to dispatch an agency representative to the incident if deemed appropriate.

- NDF will dispatch resources to CAL FIRE based on overall availability, current NDF commitments, and local incidents taking precedent.
- The Initial Attack area should not exceed 25 miles into the neighboring state.
- NDOC shall respond to the incident at staffing levels not to exceed those required in the NDF Operational Guidelines.

### **Delegation of Authority**

The jurisdictional Agency Administrator or their Representative will determine the level of authority delegated to the protecting agency.

## **6. USE AND REIMBURSEMENT OF COOPERTIVE FIRE RESOURCES**

### **Reimbursable Cooperative Fire Protection (Assistance by Hire)**

Assistance by Hire (ABH) is the provision of wildland fire resources, by one agency to another, on a full reimbursement basis. Resources utilized through this agreement will all be Assistance by Hire. This agreement will not circumvent local agreements, automatic or mutual aid agreements, and/or operating plans already in place.

All requests to hire fire protection assistance shall be processed and recorded through the dispatching systems of record for each agency. Requests not processed in this manner will not be reimbursed.

### **Accounting for Assistance by Hire Costs**

Each State will document all expenditures incurred for providing Assistance by Hire services under the terms of this Agreement. Expenditures include both direct costs and indirect or administrative costs. The administrative charge, used for all Assistance by Hire billings, will be applied to all direct costs.

### **Logistical Support**

The supported agency will provide logistical support to the supporting fire suppression personnel, equipment, and services. Any logistical expenses approved by the supported agency can be submitted for reimbursement through the billing procedure.

### **Obtaining and Replacing Fire Supplies**

Orders for replacement fire equipment will be processed through the supported agency. Replacement of agency-owned expendable tools and supplies lost, damaged, or expended by the supporting agency may be reimbursed.

### **Training**

The Agencies within this Agreement will assure that training qualifications meet or exceed the National and/or State qualifications system.

### **Communication Systems**

The Agencies within this Agreement agree to share their communications and information management systems such as radio frequencies, automated dispatching and resource ordering systems, and communications sites.

### **Billing Procedures**

For all incidents where costs are incurred pursuant to the terms of this Agreement, the Agencies will submit invoices for:

- Salaries and wages for permanent and seasonal personnel used to suppress the fires based on actual costs.
- The actual equipment operation costs expended by to suppress the fires. (These costs shall be calculated by using the hourly or daily rates for each class of vehicle).
- The actual cost of logistical items, such as, but not limited to food services, transportation, and sleeping accommodations for personnel engaged in suppressing the fires.

Invoices shall include the Agreement Number and shall be submitted not more than 60 days in arrears to:

California Department of Forestry and Fire Protection (CAL FIRE)  
Attn: Cooperative Fire – State and Federal Programs  
715 P Street  
P.O. Box 944246  
Sacramento, CA 94244-2460

Nevada Division of Forestry State Office  
Attn: Incident Business Unit; Thelsea Montoya-Neves  
2478 Fairview Drive  
Carson City, NV 89701

## **8. GENERAL PROVISIONS/ TERMS AND CONDITIONS**

### **Duration of Assignments**

Agencies within this Agreement agree the duration of assignments are dictated by each agency's policies.

### **Accident Investigations and Reviews**

The protecting agency shall immediately notify the jurisdictional agency of any serious accidents, injuries, and entrapments occurring on incidents involving personnel, equipment, and/ or lands.

### **Modifications**

Modifications within the scope of this Agreement shall be made by mutual consent of the Agencies, by the issuance of a written modification, signed and dated by all agencies, prior to any changes being performed. No agency is obligated to fund any changes not properly approved in advance.

### **Annual Review**

If necessary, representatives of each Agency will meet, and review matters of mutual concern related to this Agreement prior to May 1<sup>st</sup> of each year.

### **Duration of Agreement**

The term of this Agreement shall commence on the date the last agency signs below and shall expire on March 30, 2027, or no later than five years from the commencement date. Any agency shall have the right to terminate their participation under this Agreement by providing 90-day advance written notice before May 1<sup>st</sup> of each year to the other Agency to this Agreement.

### **Waiver**

Agencies within this Agreement shall each be responsible for their own losses arising out of the performance of this Agreement, and each Agency hereby waives any claim against for loss or damage of its property and/or personal injury or death of its employees or agents occurring because of the performance of this Agreement.

Claims requesting compensation for property loss or damage, personal injury, or death resulting from the negligence or other wrongful acts of employees performing under this Agreement will be received by the jurisdictional agency and forwarded to the hiring, or home agency of the allegedly negligent employee for processing.

### **Nondiscrimination**

The Agencies shall comply with all state and federal statutes relating to nondiscrimination.

**Right to Terminate (SCM 7.85)**

Agencies to this agreement reserve the right to terminate this agreement without cause upon thirty (30) days written notice to the other party. No amendment or variation of the terms of this agreement shall be valid unless made in writing, signed by both parties, and approved.

**News Releases and Publicity**

The supporting agency shall not issue any news release or make any statement to the news media regarding the operational procedures of this Agreement, the meetings or decisions related to this Agreement, or to the status of work related to this Agreement without prior written approval of the supported agency.

**Authorized Representatives**

By signature below, all Signatories to this Agreement certify that the individuals (Agency Representative, Agency Administrator, Unit Administrator, Contracting Officer) listed in this document are authorized to act in their respective areas for matters related to this Agreement.

CALIFORNIA DEPARTMENT OF  
FORESTRY AND FIRE PROTECTION

NEVADA DIVISION  
OF FORESTRY

DocuSigned by:  
*Joe Tyler*  
CBDA1BA279214A1...

DocuSigned by:  
*Kacey KC*  
22238BDD508F4CD...

\_\_\_\_\_  
JOE TYLER  
CAL FIRE DIRECTOR

\_\_\_\_\_  
KACEY KC  
NEVADA STATE FORESTER AND  
FIRE WARDEN

3/10/2022

3/15/2022

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**References:**

CAL FIRE Handbook 6564/ 8100

- Policy 6564 Fire Suppression in Nevada
- Policy 8161 Agreements
- Policy 8165 Out of State Response of CAL FIRE Resources
- Procedure 8161, Agreements- Out of State Resources to CAL FIRE Incidents.
- Procedure 8165, Out of State Response of CAL FIRE Resource.

Nevada Division of Forestry

- Nevada Division of Forestry Division Administrative Manual
- Nevada Division of Forestry Fire Protection Manual
- Nevada Division of Forestry Conservation Crew Manual
- NDF Aviation SOPs

