

INTRASTATE 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

Department Of Public Safety
State Fire Marshal Division
107 Jacobsen Way
Carson City, NV 89711
Phone (775) 684-7500 Fax (775) 684-7518

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 is authorized by law to perform; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and 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 **June 01, 2018 through June 30, 2021**, 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 **30** 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shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.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 AA: Operating Plan
- ATTACHMENT BB: Sample Bill for Collection
- ATTACHMENT CC: Authorized Personnel
- ATTACHMENT DD: SFM Rate Schedule
- ATTACHMENT EE: DPS Travel Policy #3.001.11
- ATTACHMENT FF: Crew Time Report
- ATTACHMENT GG: OF-288 Emergency Firefighter Time Report (Red Dog)
- ATTACHMENT HH: Resource Order

7. CONSIDERATION. State Fire Marshal Division agrees to provide the services set forth in paragraph (6) for reimbursement by NDF of SFM actual expenditures incurred, as outlined in the Rates document (Attachment D) not exceeding \$45,000 (forty-five thousand dollars and zero cents) without an amendment to this contract. Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

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 general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the other party, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable 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 other party, 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 by each party for a minimum of 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.

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. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

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. Neither party waives any right or defense to indemnification that may exist in law or equity.

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 nonenforceability 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 or this Contract, 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. 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 State of Nevada 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.



KC Kacey, Acting State Forester-Fire Warden
Nevada Division of Forestry

On 8-3-18

(Date)



Dave Prather, Deputy Administrator
Nevada Division of Forestry

On 10/12/18

(Date)



Bart J. Chambers, Chief
State Fire Marshal Division

On: 7-31-18

(Date)



Sheri Brueggemann, Senior Fiscal Officer
Department of Public Safety, Director's Office

On: 8-3-18

(Date)



Signature - Nevada State Board of Examiners

for Paul Nicks

10/17/18
APPROVED BY BOARD OF EXAMINERS

Approved as to form by:



Deputy Attorney General
For: Nevada Division of Forestry

On 9-24-18

(Date)



Deputy Attorney General
For: State Fire Marshal Division

On 9/3/18

(Date)

Attachment AA

Annual Operating Plan Between the Nevada Division of Forestry And the State Fire Marshal Division

The Interlocal Contract between Public Agencies involving the Nevada Division of Forestry (NDF) and the State Fire Marshal Division (SFM) requires this Annual Operating Plan (AOP). This plan is attached to and becomes part of the Interlocal Contract upon signature of both parties and shall be reviewed annually not later than **March 1st**. Upon annual review of the AOP, if NDF and SFM agree no changes are necessary a letter documenting that decision will be issued by SFM to NDF. If upon annual review of the AOP and changes are deemed necessary, NDF and SFM will agree to the changes and the Interlocal Agreement will be amended with the revised AOP.

Training

For the purposes of fire investigations, NDF agrees to provide the SFM officers with appropriate level of investigation and safety training to meet the requirements for a Red Card in fire investigations. When the SFM officer has met the training requirements for said Red Card, SFM shall issue the Red Card directly to the officer. SFM Chief will maintain and verify the Red Card Training requirements as set forth in the NWCG PMS 310-1 and provide the information of such training to NDF prior to **May 15th** annually. All Documentation on file at the SFM Division will be copied and sent to NDF to ensure the qualifications are maintained and listed in ROSS.

For the purposes of law enforcement as it relates to fire investigations of a criminal nature, SFM agrees to ensure its officers are Nevada P.O.S.T. certified to a minimum of Category I.

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

1. Participate in shared local level training at each other's facilities on an on-going basis.
2. Allocate available slots in appropriate formalized training sessions for personnel of the other agency.

Information Sharing

Both NDF and SFM acknowledge the importance of the sharing of information between the two agencies, NDF as a reporter to the National Fire Incident Reporting System (NFIRS) and the SFM as the repository of Nevada's incident activity reports. NDF and SFM agree to share report information to the extent allowed by law regarding criminal investigations of an adult or juvenile nature.

Incident Assignments

Participation of SFM personnel is encouraged as single resources for both wildland fire and all-risk incidents. Any and all requests for assistance on incidents must be clear and precise and shall be processed and recorded through a single dispatching center identified by the Incident Commander of any and all parties (Unified Command) and supported by order and request numbers.

1. SFM personnel must have the approval of their Duty Officer prior to accepting an assignment.
2. SFM personnel must be mobilized through the established dispatching procedures with a Resource Order number prior to responding to the incident.
3. For wildland fire incidents SFM personnel must have, in their possession, a current Red Card for the position they are responding to, issued by the State Fire Marshal.
4. SFM personnel must have, in their possession, all appropriate documentation relating to the assignment they are responding to pursuant to their travel policies to include, but no limited to:
 - a. Resource Order
 - b. Agency Travel Authorization

Incident Communications

SFM agrees to utilize the frequencies assigned by the Emergency Command Centers for the incident. This includes the assigned Command and Tactical Frequencies. These frequencies are licensed through the Federal Communications Commission for specific geographical areas and are not to be used outside of those areas. Family recreational "walkie-talkie" type radios are prohibited from use while traveling to and from an incident or while on any Federal incident. NDF shall perform annual radio programming in accordance with all NDF radio programming standards and regulations. Kenwood radios being utilized by SFM Division will be updated and replaced following NDF radio replacement plan for safety and NWCG guidelines.

Duty Officer Contact

NDF Line Officer Contact

Dave Prather, Deputy Administrator
(775) 684-2503

The Deputy State Forester will establish a duty officer schedule and will be identified at the local dispatch center.

NDF Regional Duty Officer Contact

Each Region will designate a duty officer and will be identified at the local dispatch center

SFM Line Officer Contact

Lieutenant Mike Dzyak
(775) 684-7510

The SFM duty officer shall be contacted through the Department of Public Safety (DPS) Dispatch Center in Carson City at (775) 687-0400. DPS Dispatch will have the current contact information for SFM. The SFM duty officer will assign officer(s) to respond to the incident.

Duration of Assignments

Consideration must be given to the health and safety of personnel when assigned to incidents of long duration. It is agreed that duration of assignments is dictated by each agency's policy. Extension of assignments beyond the SFM policy may be requested.

It is the responsibility of NDF to request relief personnel in advance of SFM policy time limit. NDF is further responsible for the transportation costs of moving personnel to the fire and returning those relieved personnel back to their home stations. In all cases, NDF agrees that their Incident Commanders will release SFM resources to their primary mission responsibilities as soon as priorities allow.

In the event that SFM personnel are requested by a Third Party Cooperator, it is the responsibility of SFM to negotiate with that Agency the terms and conditions regarding duration of assignment and travel costs.

The National Wildfire Coordinating Group (NWCG) has established guidelines for the length of assignments for resources and personnel who accept out of state assignments. Personnel who accept assignments out of the state are expected to adhere to the guidelines identified by NWCG. For incidents within the state, there is a required 7-day minimum commitment. SFM agrees to honor the minimum length of assignment guidelines.

Rest and Recuperation

NWCG establishes Rest and Recuperation (R & R) guidelines that govern R & R on all Federal incidents. These guidelines may change throughout the year depending on fire activity and physical condition of fire resources. State of Nevada employees assigned to a Federal incident may be given R & R during the incident in which case the R & R is in pay status and charged against the incident. However, if the State wishes to grant their personnel R & R upon their return home, the R & R is not compensable under the terms of this agreement.

Support Equipment

Use rates for all SFM owned support equipment provided as assistance-by-hire shall be paid at the rate established by SFM for its equipment. Support equipment and rates will be updated annually, agreed to in advance. Personnel assigned to support equipment will be itemized separately. NDF agrees to provide SFM officers with basic safety equipment necessary to perform wildland investigations.

Items not Reimbursable: The following items are not reimbursable in the execution of this Agreement, unless specifically approved by the Agency Administrator, and are considered standard personal support supply equipment:

- Incident position support kits
- Calculators
- Computers
- Printers
- GPS Units
- Cell phones and cell phone charges
- Personal telephone charges
- Support items normally available in Supply Unit (e.g. tents, sleeping bags, pads, water coolers, etc.)

Safety Equipment/Gear

Wildland safety gear and equipment will be inspected by NDF or the Chief of the SFM Division prior to May 15th of the calendar year and documented. A copy of this documentation shall be provided to NDF prior to **May 15th** of each calendar year. These requirements will follow the NDF RT 130 form. Replacement and issuance of all safety gear and equipment will be done through NDF and documented with both agencies.

Financial Arrangements

Billing Estimates / Timeframes: On incidents where costs are incurred pursuant to the terms of this agreement, SFM shall submit a bill for reimbursement as soon as possible, but no later than 30 days after the incident is declared over.

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.

Billing Content: A separate bill will be submitted for each incident. Bills will be identified by incident name, location, jurisdictional unit, and appropriate order number, and will be supported by adequate documentation and broken down by categories (e.g. direct, support, etc.). Billings for 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
- Copies of Resource Orders, OF 288, and other supporting documentation
- Copies of applicable Cost Share Agreements

Billing Addresses: All billings for service provide to/through NDF will be mailed to the following address for payment:

Nevada Division of Forestry
Attn: Central Reporting
2478 Fairview Drive
Carson City NV 89701

Payment Due Dates: All billings will be due and payable upon receipt.

Disputed Billings: Written notice that a bill is contested will be mailed to the billing agency within 10 days of receipt of the final billing, and will fully explain the area of dispute. Contested items will be resolved no later than 10 days following the receipt of written notice. The uncontested portion of the billing will be paid and a new billing will be issued for the contested amount as applicable.

Payments: Payments will reference the bill number and the incident number, and will be sent to the appropriate billing address.

Nevada Division of Forestry will act as the agency for processing the invoice and will reimburse within a 30-day period upon receipt of the billing by the agency.

Brian Sandoval
Governor



James M. Wright
Director

Bart J. Chambers
State Fire Marshal

State Fire Marshal Division

Stewart Facility
107 Jacobsen Way
Carson City, NV 89711
(775) 684-7500 • Fax (775) 684-7518

BILL FOR COLLECTION – ATTACHMENT BB

INVOICE NUMBER: (Incident #)

DATE:

AGENCY INCIDENT NUMBERS:

SERVICE PROVIDED TO: (Jurisdiction Agency – Name, Address, Phone)

BILL TO:

ATTN: CENTRAL REPORTING
NEVADA DIVISION OF FORESTRY
2478 FAIRVIEW DRIVE
CARSON CITY NV 89701

FIRE SUPPRESSION COST SUMMARY

A. AGENCY COSTS

1. Personnel (Force Account Labor Summary Form – Attached)	\$
2. Equipment (Force Account Equipment Summary Form – Attached)	\$
SUBTOTAL	\$

B. OTHER COSTS

1. Supplies	\$
2. Fuel	\$
SUBTOTAL	\$

GRAND TOTAL	\$
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REMIT PAYMENT TO:

ATTN FINANCIAL SERVICES UNIT
DEPARTMENT OF PUBLIC SAFETY
STATE FIRE MARSHAL DIVISION
107 JACOBSEN WAY
CARSON CITY NV 89711

ATTACHMENTS:

COPIES OF RESOURCE ORDERS AND OTHER SUPPORTING DOCUMENTATION
COPIES OF APPLICABLE COST SHARE AGREEMENTS

ATTACHMENT CC

State Fire Marshal Authorized Personnel

Officer's Name	Rank	Location	Call Sign
John Boykin	DPS Ofc II	Elko	F6011
Dennis Ely	DPS Ofc II	Carson City	F6013
Joe Rodriguez	DPS Ofc II	Carson City	F6014
Mike Kolpak	DPS Ofc II	Las Vegas	F6019

Duty Officer's Name	Rank	Location	Call Sign
Mike Dzyak	Lieutenant	Carson City	F3010
Bart Chambers	Chief	Carson City	F2001

All requests for services shall be made through the Highway Patrol Division Dispatch at (775) 687-0400

Names are subject to change; all parties will be notified in writing upon revision.

Department of Public Safety
 State Fire Marshal Division
 B/A 3816
Rates
Attachment DD

Item	Rate	Documentation
Salary:		
PRT (Paid Regular Time)	Straight time salary, 5% salary adjustment for complex investigations, and associated fringes paid	Copies of timesheet, HRDW of Officer's check
POT (Paid Overtime)	Overtime salary, 5% salary adjustment for complex investigations, and associated fringes paid	Copies of timesheet, HRDW of Officer's check
ACT (Accrued Compensatory Time)	Straight time salary calculated at time and one-half, 5% salary adjustment for complex investigations, and associated fringes	Copies of timesheet, HRDW of Officer's check
Mileage	State mileage rate in affect at the time of incident	Copies of annual, or as issued, memorandum from the Department of Administration.
Fuel	Actual expense for fuel if purchased specific for incident.	Copies of original receipt or billing statement (e.g. NDOT or contracted statewide vendor)
Travel	As outlined in DPS travel policy (Attachment E); only to be accrued if authorized in advance by NDF for travel expenses incurred for out-of-state, outside of officer's duty station or for durations over 24 hours where travel expense is incurred.	Copies of travel expense claim and supporting documentation, DAWN printout reflecting payment to officer.

Department of Public Safety - State Fire Marshal Division
Rates for Personnel
Costs
DPS Officer II - Grade 39

	Annual Salary	Annual Benefits	Annual Total	COLA Increase 6%	Work Days Per Year	Hours Per Day	Rate Per Hour	OT Rate Per Hour
Step 1	\$ 51,247.00	\$ 32,959.00	\$ 84,206.00	\$ 89,258.36	240.00	8.00	\$ 46.49	\$ 69.73
Step 10	\$ 72,443.00	\$ 42,391.00	\$ 114,834.00	\$ 121,724.04	240.00	8.00	\$ 63.40	\$ 95.10

- Notes:**
- Rate based on the 2017-2019 Biennial budget as approved by the 2017 Legislative session.
 - Salary & Benefits are based on police/fire retirement rates.
 - Salary includes 5% adjustment for complex fire investigations.
 - Step 1 represents the minimum reimbursement rate.
 - Step 10 represents the maximum reimbursement rate.



**DEPARTMENT POLICY MANUAL
STANDING ORDER**

AG REVIEW BY: N/A	ORIGINATION DATE: 2/10/05	APPROVED BY: James M. Wright Director <i>Original Signature on File</i>
REFERENCES: NRS §281.160, §281.172, §281.173, SAM Chap 0200, GSA Rates at www.gsa.gov	DATE EFFECTIVE: 11/10/14	SUBJECT: Travel
PROCESSED BY: Director's Office (revision)	REVISION DATE: 06/26/2018	STANDING ORDER NUMBER: 03/001/11

A. PURPOSE:

Effective operation of the Department requires periodic travel by its employees. Mission-oriented reasons for travel include, but are not limited to, training, meetings, conferences, seminars, and operational activities. The primary purpose of this policy is to ensure that funds allocated for travel are properly used and accounted for and to promote consistency among divisions in travel procedures. For travel issues not addressed in this policy, refer to SAM 0200, NRS & NAC.

This policy shall supersede all prior Department travel policy and takes precedent over Division policy where conflict may exist. Additionally, where travel reimbursement may apply, this policy is intended to address funds that are administered by state agencies.

B. POLICY:

1. General Travel Requirements

- a. All travel purchases should be in accordance with NRS, NAC, SAM 0200 and this policy.
 - 1) Divisions may adopt Directives and/or SOPs detailing the specific procedure for reimbursement within their organization as long as they do not conflict with NRS, NAC, SAM or this policy.
 - 2) A Division Chief may apply for a waiver to any part of this policy to the Department Director for consideration.
 - 3) This policy also pertains to non-state employees traveling on state business. For independent contractors, refer to SAM 0320(6). When and if it becomes necessary to arrange travel for non-state employees on state business, the responsible Division may make all reservations and process the billings for payment through the State system.

- 4) DPS divisions while sub granting funds to agencies outside of the Department may apply differing reimbursement policies depending on the federal requirements and the determination of the DPS Division Administrator. However, all DPS employees will adhere to the DPS travel policy, regardless of the funding source unless it is specifically prohibited by the granting agency.
 - 5) Where not specifically addressed, the least expensive mode of travel is required.
- b. Travel is most often Department-directed. On those occasions where employees request to travel which may or may not provide an immediate or direct benefit to the Department, the supervisor shall evaluate the request using, at minimum, these criteria:
- 1) The level of benefit to the Department;
 - 2) The availability of required funding; and
 - 3) The anticipated effect the employee's absence will have on the agency.
- c. Division Chiefs and Administrators are ultimately accountable for ensuring that all travel within their area of responsibility is necessary for the accomplishment of their respective missions.
- 1) Functionally, the traveling employee's immediate supervisor has specific responsibility for ensuring compliance with this policy.
 - 2) Supervisors shall ensure that all travel claims submitted by their subordinates for reimbursement are timely, accurate and justified.
 - 3) Supervisors shall indicate on the Travel Expense Reimbursement Claim Form (TE) which budget account(s) are to be charged for their subordinate's travel. The current TE must be used by the Department and can be found on the iNET under "Useful Forms."
- d. Per SAM 0208, travel expenses for State employees shall normally be charged to the budget account specifically appropriated or authorized to provide for the employees' salary and/or travel expenses. Any exceptions to this rule shall be approved by the DPS Director or Deputy Director in advance of the travel. Documentation of approval for any out-of-budget travel is to be attached to the reimbursement claim when it is submitted for payment.
- e. Travel should be accomplished by the least expensive mode practicable. Department employees that are provided lodging, arranged by the Department, are not eligible for reimbursement for that lodging. Employees who decide not to avail themselves of the Department arranged lodging will not be eligible for lodging reimbursement.

- f. Meals provided at meetings, conferences, seminars, etc. will not be eligible for reimbursement.
- g. To avoid unnecessary overtime, travel should take place, whenever possible, during regularly scheduled shift times or normal business hours. Supervisors shall ensure any overtime worked for travel is justified. Since overtime must be pre-approved, the employee shall anticipate any overtime, which may reasonably be expected to occur and obtain supervisory approval before the travel takes place.
- h. On those occasions when the employee uses his/her own vehicle to conduct state business:
 - 1) Mileage reimbursement may be claimed based on the conditions detailed under Section C "Definitions" of this policy.
 - 2) All liability for the operation of a personally owned vehicle will be assumed by the owner. In the event of a collision, the employee is responsible for any expenses related to the collision.
- i. Air-Travel
 - 1) Airline tickets will NOT be purchased prior to approval being obtained.
 - 2) The Division will be responsible for processing unused non-refundable airline tickets.
 - 3) Changes to existing airline flights made for the state's convenience that result in additional fees and/or charges are considered legitimate travel costs and will be paid by the state. Changes to existing airline flights made for the traveler's convenience that result in additional fees and/or charges are the responsibility of the traveler and will not be paid by the state. Any additional charges must be paid by the traveler directly at the time the airline changes are made, or will be deducted from the traveler's TE form if such costs are charged to the Department's credit card. Consideration should be given to the costs incurred to change a flight versus savings to the state that may result.

Example: a traveler anticipates (and is approved for) three days of travel, but all work is completed in two days. If the cost of the change fees associated with the airline flight is less than the avoided costs (e.g., additional lodging, per diem, motor pool rental, overtime, etc.), such change fees can be paid by the state.

Any airline change fees that result from unusual circumstances that are not considered to be made for the state's convenience as referenced above may be paid by the state upon approval of the traveler's Division Chief, AND the Director or Deputy Director.

j. Three means of funding travel may be used. They are, in descending order of preferred use:

- 1) Self-funded travel – the traveler funds their own travel (per diem and lodging) and submits a TE form for the same. A TE must be submitted within 5 days of travel. Failure to submit the TE form within 5 days of travel may result in denial of interest/fee charges reimbursements in accordance with SAM 226.
- 2) Travel utilizing an advance through the state sponsored credit card – the traveler obtains a cash advance through their state sponsored credit card or uses the card as a method of payment and submits a TE form at the end of the travel. The use of the credit card advance is subject to the following restrictions:
 - a) Cash advance is limited to \$200 per 7-day period unless exigent circumstances exist.
 - b) The charge card fee(s) for cash advances on the state sponsored credit card are reimbursable subject to the limitations of SAM 0226.
 - c) Failure to submit a travel reimbursement claim within 5 days of travel may result in denial of interest/fee charges reimbursement in accordance with SAM 0226.
- 3) At the Division Chief's discretion, an employee may obtain a travel advance based on a written estimate of related expenses. These expenses shall be limited to meals and incidental expense rate, and lodging rate using the US General Services Administration (GSA) Per Diem Rates. Refer to SAM 0226 for additional information. Independent Contractors are not eligible for travel advances pursuant to SAM 0222.
 - a) The agency funded travel advance shall not include conference or seminar registration fees.
 - b) Additional advances shall not be granted to any employee if they have an outstanding travel advance.
 - c) Agency funded travel advances constitute a lien upon the accrued wages of the requesting employee (NRS §281.172, and §281.173).

2. Travel Reimbursement Procedures

- a. All domestic Per Diem and lodging shall follow the rate structure on the GSA Domestic Per Diem Rates website, www.gsa.gov. All international Per Diem and lodging shall follow the foreign rates established by the U.S. State Department. Links are available on the GSA website.

- 1) Under these guidelines, there will be no need to identify breakfast, lunch, or dinner unless the travel is to a formal event (conference, seminar, training, duty assignment or operation etc.), which provides a specific meal. If this is the case, the traveler must exclude that meal from their reimbursement. The reimbursement rate for individual meals may be found at the GSA website identified above under the "meals and incidental expense breakdown."
 - 2) A "continental breakfast" is not considered a meal.
 - 3) The defined per diem "incidental" expense shall not be excluded from the meals and incidental expense rate. If the Per Diem is earned, the incidental expense will be included in the reimbursement. If the Per Diem is not earned, the incidental expense will not be reimbursed.
- b. Upon approval of the Division Chief exceptions to the GSA rates may be approved if the following applies:
- 1) Lodging is procured at a prearranged place such as a hotel where a meeting, conference or training session is held or;
 - 2) Costs have escalated because of special event; lodging within prescribed allowances cannot be obtained nearby; and costs to commute to/from the nearby location exceed the cost savings from occupying less expensive lodging.
 - 3) If the conditions above exist, Division Chiefs/Administrators may approve the following exceptions to the GSA rates:
 - a) In-State Travel-150% of the standard Continental United States (CONUS) federal per diem rate for non-surveyed sites; or
 - b) Out-of-State Travel-175% of the federal per diem rate for surveyed out of state sites or 300% of the standard CONUS federal per diem rate for non-surveyed out-of-state sites.
 - c) Documentation of the preapproval and the reasons for the exception must be stated on the travel authorization with the Division Chief's signature.
 - 4) If an exception to the travel guidelines results in a lodging reimbursement greater than 150% of GSA rates for in-state travel or 175% of GSA rates for out-of-state travel (300% of CONUS rates for non-surveyed sites), the traveler's TE form MUST be signed by the Division Chief and forwarded to the ASO III at the DPS Director's Office. All supporting documentation including justification on the need and circumstances for the rate exception must accompany the TE from that is submitted to the ASO III at the DPS Director's Office.

The exception will only be approved if the employee had no control or ability to choose lodging of a lessor rate because their duty assignment

required them to be at that specific location. Exceptions will not be considered for purposes of training or if the employee failed to make timely reservations preceding the directive to travel. Under exigent circumstances with proper and detailed explanations, the ASO III will recommend the Director or Deputy Director approve the TE form.

- 5) The state approved GSA lodging rates pertain to base lodging rates and do not include taxes or surcharges.

c. The following minimum requirements apply to reimbursement procedures:

- 1) Application for reimbursement shall be made using the forms and other methods of documentation required by this policy. In most cases, the employee's TE form and travel authorization approved by a supervisor, and any memorandums and receipts needed to document exceptions and expenditures will be sufficient.
- 2) The TE form must be submitted for payment within 30 days at the end of travel unless prohibited by exceptional circumstance.
- 3) TE forms may not contain claims for expenses associated with travelers other than the traveler indicated on the form, even if the traveler paid for the other traveler's expenses. Refer to SAM 0218.
- 4) All areas of the TE form must be completed, including:
 - a) Start and end times of journey
 - b) Destination
 - c) Purpose of trip
 - d) Official station and
 - e) Authenticated signatures
- 5) All hotel bills noting the employee name, dates of stay and breakdown of costs by day are required for all lodging expenses. If lodging is paid for through a travel website (Expedia, Travelocity, etc.), the travel website receipt shall *accompany* the hotel bill or folio. The hotel bill is still required even if there are no charges as proof of stay.
- 6) In cases where the employee's request to travel involves traveling for personal as well as professional reasons, the agreement between the approving supervisor and the traveling employee shall be documented in writing (e-mail or memorandum) and agreed to, prior to travel. This documentation will then be submitted with the TE form upon completion of travel.
- 7) Other work-related expenses, including work-related telephone, internet fees, parking, tolls, etc., may be reimbursed with receipts, appropriate written explanation of the charges, and supervisory approval. For additional information, refer to SAM 0218.

- a) DPS requires that airport parking reimbursement shall be at the lowest rate available, unless the time to accommodate the parking is more valuable than the parking fee itself.
 - b) DPS will not reimburse for laundry or dry cleaning unless unusual circumstances exist, which must be documented.
- 8) All TE forms must be signed by the traveler, prior to reimbursement, unless exigent circumstances arise, at which time the immediate supervisor must sign the TE form in absentia for the traveler.

If exigent circumstances arise that do not allow the employee to sign the TE form, the exigent circumstances must be documented by the supervisor. Under these conditions, the traveler must forward an e-mail or memorandum to the supervisor confirming the travel and authorizing the payment of the travel claim in lieu of their signature. It shall be the responsibility of the supervisor, under these circumstances, to ensure the TE form is completed properly and the correct documentation is attached to support all reimbursement amounts. In addition, the supervisor must attach the exigent circumstances documentation and the email or memorandum confirming travel and authorizing payment.

- 9) TE forms for Division Chiefs shall be submitted to the Director, Deputy Director, or their designee for approval.
- 10) The employee must have supervisory approval prior to using a personal vehicle to conduct DPS business in order to receive reimbursement for mileage. Use of a personal vehicle for business travel is subject to the restrictions and requirements defined in SAM 0218.
- 11) For single or partial day travel, Meals & Incidental Expense (M&IE) Per Diem will be paid at the following rate:
- a) If the traveler is in travel status for less than 8 hours, M&IE Per Diem will not be paid.
 - b) If the traveler is in travel status for at least 8 hours but less than 10 hours, M&IE Per Diem will be paid at the rate of 25% of the daily standard rate for the traveler's destination.
 - c) If the traveler is in travel status for at least 10 hours but less than 12 hours, M&IE Per Diem will be paid at the rate of 50% of the daily standard rate for the traveler's destination.
 - d) If the traveler is in travel status for at least 12 hours but less than 14 hours, M&IE Per Diem will be paid at the rate of 75% of the daily standard rate for the traveler's destination.

- e) If the traveler is in travel status for at least 14 hours, M&IE Per Diem will be paid at the rate of 100% of the daily standard rate for the traveler's destination.
 - f) The applicable Per Diem rate will be determined as follows. At no time will reimbursement be based on the traveler's duty station or be more than GSA standards.
 - (1) If no lodging is necessary, the applicable Per Diem rate will be determined by the city/county where a majority of work was performed for that day.
 - (2) If travel includes overnight lodging, the applicable Per Diem rate will be determined by the location of the lodging.
- 12) For multiple days of travel, the Per Diem will be calculated as explained above for the first and last day of travel, using midnight as the stop time for the first day of travel and the start time for the last day of travel. All intervening days will be paid at 100% of the prevailing daily Per Diem rate, as defined by GSA, subject to the restrictions in this section.

3. Miscellaneous Travel Requirements

- a. Documentation showing prior approval from an appropriate authority is required for travel. Prior approval may be documented through supervisory approval of the employee's TE form for in-state travel, but a travel authorization must be filled out and approved for out-of-state travel.
- b. All airline travel between Reno and Las Vegas must use the Southwest Airlines corporate Internet booking tool, SWABIZ. For more information, refer to SAM 0212.
- c. As an optional means of transport between Carson City and Las Vegas, the Nevada Department of Transportation conducts flight operations using the State plane. Passage may be scheduled on an as-available basis with a maximum of two weeks advance notice. Arrangements may be made through NDOT flight operations at (775) 888-7510.
- d. The Fleet Services Division must be used for all in-state motor vehicle travel when an agency car is not available and when it does not make sense for an employee to use their own vehicle. Out-of-state travelers must use State contracted companies. Refer to SAM 0216.

C. DEFINITIONS:

- 1. *Travel Status:* The employee's assigned ultimate travel destination is at least 50 miles from home or their principal duty station, whichever is less in accordance with SAM 0204. Employees are considered to be in travel status from portal to portal.

2. *Mileage Reimbursement – Non-Travel Status:* An employee using his/her own vehicle to attend to work-related duties including training, meetings, or other duties is entitled to mileage reimbursement if it is requested. Although the employee will utilize the DPS travel reimbursement form to receive reimbursement, it does not necessarily put them in travel status with regard to travel expense reimbursement (i.e., per diem, etc.), until the destination meets the criteria listed in the definition of “Travel Status.”
3. *Mileage Reimbursement – Travel Status:* For an employee using his/her own vehicle for the State’s convenience, the mileage reimbursement rate will conform to the most recently published All Agency Memorandum from the Budget Office specifying approved rates. For an employee using his/her own personal vehicle for the employee’s convenience, the employee will be reimbursed at one-half the standard mileage reimbursement rate published in the most recent All Agency Memorandum from the Budget Office.
4. *Mileage Reimbursement – Calculation:* When calculating mileage for Travel Status or Non-Travel Status claims to be reimbursed, an employee using his/her own personal vehicle will be compensated for any miles driven in excess of his/her normal commute. An employee’s normal commute is the roundtrip mileage between the employee’s residence and his/her official duty station. Additional mileage incurred for items such as meals or entertainment will not be reimbursed. This applies regardless of the day on which the travel occurs (e.g., workday, regular day off, etc.). Refer to SAM 0218.7.

Attachment FF

CREW TIME REPORT

(1) CREW NAME					(2) CREW NUMBER			
(3) OFFICE RESPONSIBLE FOR FIRE			(4) FIRE NAME		(5) FIRE NUMBER			
(6) RE-MARKS NO.	(7) NAME OF EMPLOYEE	(8) CLASSIFICATION	(9) DATE		(10) DATE			
			Military Time		Military Time			
			ON	OFF	ON	OFF		
(11) REMARKS								
(12) OFFICER-IN-CHARGE (Signature)					(13) TITLE (Officer-in-Charge)			
(14) NAME (Person Filing to Emergency Time Report)					(15) DATE			

Attachment GG

EMERGENCY FIREFIGHTER TIME REPORT															1. Identification Number F 5103854				
2. Social Security Number			3. Initial Employment (X one) <input type="checkbox"/> Yes <input type="checkbox"/> No			4. Type of Employment (X one) <input type="checkbox"/> Casual <input type="checkbox"/> Regular Gov't. Employee <input type="checkbox"/> Other													
5. Transferred From			6. Hired At			7. Employee Has (X one) <input type="checkbox"/> Been Discharged <input type="checkbox"/> Out			8. Entitled To Return Travel Time (X one) <input type="checkbox"/> Yes <input type="checkbox"/> No			9. Entitled To Return Transportation (X one) <input type="checkbox"/> Yes <input type="checkbox"/> No							
ZIP CODE MUST BE ENTERED BELOW															IN CASE OF ACCIDENT NOTIFY				
10. Name (First, Middle, Last)									15. Name										
11. Street Address									16. Street Address										
12. City			13. State		14. Zip Code		17. City			18. State		19. Telephone No. (Include Area Code)							
20. FIRE LOCATION IDENTIFICATION																			
Column A					Column B					Column C					Column D				
1. Fire Name		3. Fire No.			4. Fire Name		5. Fire No.			6. Fire Name		7. Fire No.			8. Fire Name		9. Fire No.		
2. Fire No.		3. Unit Code			4. Fire No.		5. Unit Code			6. Fire No.		7. Unit Code			8. Fire No.		9. Unit Code		
4. Fire Location		5. State			4. Fire Location		5. State			4. Fire Location		5. State			4. Fire Location		5. State		
6. Firefighter Classification		7. Rate			6. Firefighter Classification		7. Rate			6. Firefighter Classification		7. Rate			6. Firefighter Classification		7. Rate		
8. Date and Time a. Year		b. Date and Time a. Year			8. Date and Time a. Year		b. Date and Time a. Year			8. Date and Time a. Year		b. Date and Time a. Year			8. Date and Time a. Year		b. Year		
Mo	Da	Start	End	Hours	Mo	Da	Start	End	Hours	Mo	Da	Start	End	Hours	Mo	Da	Start	End	Hours
13. Total Hours					14. Total Hours					15. Total Hours					16. Total Hours				
17. Gross Amount (Item 7 x Item 9)					18. Gross Amount (Item 7 x Item 9)					19. Gross Amount (Item 7 x Item 9)					20. Gross Amount (Item 7 x Item 9)				
21. Inclusive Dates					22. Inclusive Dates					23. Inclusive Dates					24. Inclusive Dates				
25. Time Officer's Signature					26. Time Officer's Signature					27. Time Officer's Signature					28. Time Officer's Signature				
29. Date Signed					30. Date Signed					31. Date Signed					32. Date Signed				
21. SHOW "H" FOR HAZARD PAY AND "E" PLUS \$ FOR ENVIRONMENTAL DIFFERENTIAL IN THE "HOURS" COLUMN FOR REGULAR EMPLOYEES															22. Necessary Record				
A. Check 20 Rate		B. Rate		C. Hours/Hours		D. Accounting Classification			E. Class. Code			F. Amount			a. Date	b. Item	c. Amount		
												Gross							
												Salary							
												or							
												Equip.							
												Rental							
												Total							
23. Remarks															24. ADD Check Number and Stamp				
NOTE: The above items are correct and proper for payment from available appropriations.															Gross Earning				
															Comm. Deduct.				
															Net Earning				
25. Employee Signature					26. Time Officer Signature														

*Equipment rentals must be supported with DF-294 and DF-297

NSN 7540-01-124-7833

OPTIONAL FORM 288 (Rev. 3/63)
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