

COOPERATIVE FIRE PROTECTION AGREEMENT
BETWEEN
DEPARTMENT OF INTERIOR, BUREAU OF LAND MANAGEMENT
SPOKANE DISTRICT
AND
CHELAN COUNTY FIRE PROTECTION DISTRICT #1

HWA13-0010

This COOPERATIVE FIRE PROTECTION, is made and entered into by and between the DOI Bureau of Land Management, Spokane District, hereinafter referred to as the BLM, and the Chelan County Fire Protection District #1, hereinafter referred to as the DEPARTMENT under the authority and provisions of the Reciprocal Fire Protection Act of May 27, 1955 (42 USC 1856a), the Granger-Thye Act of April 24, 1950 (16 USC 572), Cooperative Funds and Deposits Act of December 12, 1975 (16 USC 565a1-3), and the Robert T. Stafford Disaster Relief and Emergency Assistance Act (P.L. 93-288).

I. PURPOSE

The purpose of this agreement is to provide for joint participation in incident management teams, cooperation in the suppression of wildland fires, and to provide assistance or conduct operations during Presidential / Stafford Act declared disasters.

II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS

The BLM has the responsibility for prevention, protection, and suppression of wildland fires on BLM administered lands and on adjacent or intermingled State and private lands as identified through written agreements, Memoranda of Understanding and operating plans.

The DEPARTMENT has the responsibility for prevention, protection, and suppression of wildland, structure and other non-wildland fires within the established fire district. These structures and lands protected by the DEPARTMENT are intermingled or adjacent to lands protected by the BLM.

It is to the benefit of all federal, state and local agencies to coordinate assistance and operations during Presidential/Stafford Act declared disasters under the National Response Plan (NRP). This documents the commitment of the parties to provide cooperation, resources, and support to the Secretary of Homeland Security in the implementation of the NRP, as appropriate and consistent with their own authorities and responsibilities.

Therefore, it is mutually advantageous, and in the public interest, for the parties to coordinate their efforts in the prevention, detection, and suppression of wildfires in and adjacent to their areas of responsibility.

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III. GENERAL PROVISIONS

1. Refer to Appendix I for DEFINITIONS.
2. ANNUAL OPERATING PLANS. The parties will meet annually, prior to the initiation of fire season to prepare an Annual Operating Plan (AOP). This AOP will include as applicable, protection area maps for all parties, current rates for use of DEPARTMENT equipment and personnel, lists of principal personnel, dispatching procedures, and any other items identified in this agreement as necessary for efficient implementation. This AOP shall become attached to and a part of this agreement.

TRAINING Each party will advise the other of applicable cross training opportunities for personnel.

3. FIRE PROTECTION. As deemed appropriate, the parties will establish initial attack areas for lands of intermingled or adjoining protection responsibilities. Within such areas the SUPPORTING party will, upon request or voluntarily, take initial attack action in support of the PROTECTING party. The PROTECTING party will reimburse the SUPPORTING party for initial attack actions taking place in these areas. All assistance will be assistance by hire and will be billed for the full period from the time of initial dispatch.
4. REQUESTED ASSISTANCE. Outside initial attack areas, when requested by the PROTECTING party, the SUPPORTING party will, within their capability, provide initial action or other support on wildland fires. Such requested assistance is reimbursable.
5. NOTIFICATIONS. Each party will promptly notify the PROTECTING party of fires burning on or threatening lands for which that party has protection responsibility. When taking action, the SUPPORTING party will, as soon as possible, notify the PROTECTING party in accordance with the AOP, detailing what equipment and personnel have been dispatched to the incident location.
6. COST SHARING. On multi-jurisdictional incidents and incidents which threaten or burn across direct protection boundaries, the parties will jointly develop a written cost share agreement which describes a fair distribution of financial responsibilities.
7. COMMUNICATON SYSTEMS. The Parties agree to share the use of communication systems, radios and radio frequencies for the execution of this agreement. Sharing of frequencies must be approved only by authorized personnel for each Party and documented in the AOP.
8. DETERMINATION OF CAUSE AND PRESERVATION OF EVIDENCE. Parties will attempt to protect point of origin of the fire and evidence pertaining to the fire cause.

9. SUPPLEMENTAL FIRE DEPARTMENT RESOURCES – There are situations when additional support personnel are necessary for national mobilization and the need can be filled by supplemental personnel available to the fire district. When this situation arises resources will be mobilized via the process outlined in attachment #1.
10. NATIONAL INTERAGENCY INCIDENT MANAGEMENT TEAM SYSTEM. The parties to this agreement will operate under the concepts defined in the Department of Homeland Security's (DHS) *National Incident Management System (NIMS)*. In implementing these concepts, parties to this agreement will be expected to follow the National Wildfire Coordinating Group's (NWCG) National Interagency Incident Management System (NIIMS) minimum standards as defined in the *Wildland Fire Qualifications Systems Guide (PMS-310-1)*.
11. BILLING PROCEDURES. The SUPPORTING party will bill the PROTECTING party for actual costs of paid department personnel for assistance provided and identified as reimbursable. Equipment will be reimbursed at the rates specified in the WA State Chiefs Rates. Personnel and equipment working on behalf of the department that are not normally in a paid status will be reimbursed at the rates specified in the WA State Chiefs Rates. Reimbursable costs include all costs associated with the direct fire operations and incident support ordered by or for the incident (except as otherwise described in reciprocal initial attack and independent action situations).

Reimbursable DEPARTMENT costs shall include costs from the point of mobilization; transportation, salary for actual hours worked, benefits, overtime premiums, per diem, and travel to the point of demobilization of the member(s) deployed.

The costs of "backfilling" employees, as defined in Appendix I of this agreement, into local home unit positions for personnel that have been mobilized to incidents is authorized and reimbursable. For the purpose of this agreement, "backfill" is defined as those additional costs to cover an individual that has been mobilized such as the overtime premium or out of class premium.

The SUPPORTING party shall submit a bill within 120 days from the date of the incident. Bills will be identified by incident name, location, and incident number and will be supported by adequate documentation, including any applicable cost shares.

Adequate documentation is defined as: copies of resource orders, transaction statements (or equivalent), and emergency fire time reports to support all billings to the BLM.

The FIRE DEPARTMENT shall send billings to the following address:

DOI-BLM Spokane District Fire
Attn: Fire Business
1103 N. Fancher Rd.
Spokane Valley, WA 99021

12. DUNS NUMBER: The cooperator 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.
13. ELECTRONIC FUNDS TRANSFER (EFT): 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, a geographic, language, or literacy barrier.

In order to receive EFT payments, the recipient/cooperator shall register in the U.S. federal government's System for Award Management (SAM). You may register by going to www.sam.gov and following the instructions provided on line. For assistance, contact the Federal Service Desk at www.fsd.gov or by telephone at 866-606-8220.

14. NONDISCRIMINATION. The DEPARTMENT shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive Orders, regulations, and policies. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, 2000e-16), which prohibits discrimination on the basis of race, color, disability, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; and Section 504 of the Rehabilitation Act of 1973 as amended (29 USC 794), which prohibits discrimination on the basis of disabilities. The nondiscrimination statement which follows shall be posted in primary and secondary recipient/cooperator offices, at the public service delivery contact point and included, in full, on all materials regarding such recipients'/cooperators' programs that are produced by the recipients/cooperators for public information, public education, or public distribution:

"In accordance with Federal law and U.S. Department of Interior policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.) USDI is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material will at minimum include the statement in print size no smaller than the text that ***"This institution is an equal opportunity provider."***

To file a complaint of discrimination, submit a written, signed, and dated complaint no later than 180 days from the date of the alleged discrimination to the Director, Office of Civil Rights, U.S. Department of the Interior, 1849 C Street NW, MS# 5230, Washington DC 20240. The complaint should include your name, address, zip code, and telephone number; the name and address of the alleged discriminatory official(s) and/or public entity; the nature of the complaint, the basis of the complaint (race, color, national origin, gender, age, sex and/or disability), and the date the alleged discrimination occurred.

15. **EMPLOYMENT POLICY.** Employees of the parties of this agreement shall at all times be subject only to the laws, regulations, and rules governing their employment, regardless of incident location, and shall not be entitled to compensation or other benefits of any kind other than specifically provided by the terms of their employment.

16. **WAIVER OF CLAIMS.** The Chelan County Fire Protection District #1 and Federal agencies hereby waive all claims between and against each other for compensation for loss, damage, and personal injury, including death, to each other's property, employees, agents, and contractors occurring in the performance of this agreement.

This provision shall not relieve any Party from responsibility for claims of third parties for losses for which the Party is otherwise legally liable.

17. **PRINCIPAL CONTACTS.** The principal contacts for this instrument are:

BLM Contact
Dennis Strange
Fire Management Officer
DOI-BLM Spokane District

Phone: 509-536-1237
FAX: 509-536-1285
E-Mail: dstrange@blm.gov

Fire Department Contact
Mike Burnett
Fire Chief
Chelan County FPD #1

Phone: 509-662-4734
FAX: 509 662-3967
E-Mail: mburnett@chelancountyfire.com

18. **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. The BLM is not obligated to fund any changes not properly approved in advance.

19. **CIVIL RIGHTS.** The parties shall comply with all State of Washington and Federal statutes relating to nondiscrimination.

20. **COMMENCEMENT/EXPIRATION DATE.** This instrument is executed as of the date of last signature and is effective through 5/31/18 at which time it will expire unless extended.


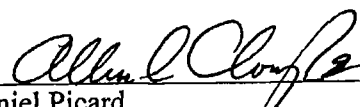
Any Party shall have the right to terminate their participation under this by providing 90-day advanced written notice to the other Agencies.


21. 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.

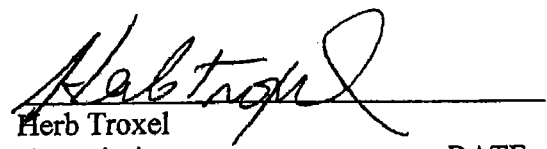
IN WITNESS WHEREOF, the parties have executed this as of the 1st date written below.


Chelan County Fire Protection District #1

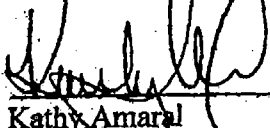
DOI- Bureau of Land Management

 6-12-13 DATE  23 July 2013 DATE
Mike Compton Commissioner Daniel Picard BLM Spokane District Manager


 6/12/13 DATE
Phil Dormaier Commissioner

 DATE
Herb Troxel Commissioner

 7-2-13 DATE
Mike Burnett Fire Chef

 6/12/13 DATE
Kathy Amaral District Secretary

The authority and format of this instrument has been reviewed and approved for signature.

 7-23-13 DATE
Donald Vicena BLM Spokane District Agreements Coordinator

Appendix I DEFINITIONS

- **BACKFILL.** The additional costs to provide coverage for an individual that has been mobilized such as the overtime premium or out of class premium. Backfill is intended to make the Department whole.
- **PROTECTING PARTY.** The party responsible for providing direct fire protection in a given area pursuant to this agreement.
- **SUPPORTING PARTY.** A party providing suppression assistance or other support and resources to the Protecting Party.
- **JURISDICTIONAL PARTY.** The party which has overall land and resource management and/or protection responsibility as provided by law.
- **BOUNDARY LINE FIRES.** Fire that burn on adjoining lands of both parties or threaten to burn across fire protection boundaries. These include those situations where the actual location of the fire protection boundary is uncertain.
- **COOPERATIVE FIRE PROTECTION.** Specific fire protection services furnished by one party to the other on a reimbursable basis pursuant to the Annual Operation Plan.
- **DIRECT COSTS.** Costs directly related to the suppression effort. These costs do not include dispatch or other administrative costs.
- **OVERHEAD COSTS.** Costs not directly chargeable to suppression efforts, but which are part of the overall costs of operation. BLM overhead costs are chargeable at the current BLM overhead assessment rate. Fire Department overhead allowance is 10% of the direct salary and wage costs of providing the service (excluding overtime, shift premiums, and fringe benefits) unless otherwise negotiated and documented in the Annual Operating Plan
- **PRESCRIBED FIRE.** The planned or permitted use of fire to accomplish specific land management objectives.
- **FIRE PREVENTION.** Activities directed at reducing the number of person-caused fires, including public education, law enforcement, dissemination of information, and the reduction of hazards.
- **SUPPLEMENTAL FIRE DEPARTMENT RESOURCES.** Overhead tied to a local fire department generally by agreement who are mobilized primarily for response to incidents/wildland fires outside of their district or mutual aid zone. They are not a permanent part of the local fire organization and are not required to attend scheduled training, meetings, etc. of the department staff.
- **SUPPRESSION.** All work of confining and extinguishing a fire beginning with its discovery.

- **RECIPROCAL FIRE PROTECTION (MUTUAL AID).** Automatic initial attack response by suppression resources as specified in the Annual Operating Plan for specific pre-planned initial attack response areas and provided at no cost to the PROTECTING PARTY for the first 24 hours from the time of initial report. Aid is limited to those resources or move-up over assignments that have been determined to be appropriate in the Annual Operation Plan.
- **REIMBURSABLE WORK.** Reinforcements exceeding reciprocal fire protection services furnished by either party, at the request of the other, or fire protection furnished as a chargeable cooperative fire protection service.