



United States Department of the Interior

Bureau of Land Management

Spokane District Office Fire Business
1103 N Fancher Rd
Spokane Valley, WA 99212



01/18/2022

This letter serves as the required Annual Review of the Reciprocal Fire Protection Agreement and Operating Plan with the Spokane District Bureau of Land Management. In accordance with the 2020 Master Fire Agreement and Operating Plan, this signed document will be kept on file as annual review documentation.

Please Note: Per the 2020 Master Agreement; Appendix N for Incident Management Team Participation (IMT) support documents are no longer valid for BLM. All IMT Support must be done in conjunction with the Washington State Department of Natural Resources.

Please record your Fire District information below, sign and date in the space provided and return via email to mtellessen@blm.gov or send via postal service to the BLM mailing address at the top of this letter.

Douglas County Fire District #2

377 Eastmont Avenue

East Wenatchee, WA. 98802.

BLM AGREEMENT NUMBER: **HWA20-0008**

AUTHORIZED REPRESENTATIVES. Signatories to this Agreement shall be authorized to act on behalf of their respective party.

Brian D. Brett

01/24/2022

Brian Brett, Fire Chief

DATE

RECIPROCAL FIRE PROTECTION AGREEMENT
BETWEEN THE
DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT
SPOKANE DISTRICT
AND THE
DOUGLAS COUNTY FIRE PROTECTION DISTRICT #2

This Agreement is made and entered into by and between the DOI Bureau of Land Management, Spokane District (hereinafter referred to as the BLM) and the Douglas County Fire Protection District #2 (hereinafter referred to as the DEPARTMENT/DISTRICT) under the authority and provisions of the Reciprocal Fire Protection Act of May 27, 1955 (42 USC 1856a), 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, mutual aid, and cooperation in support of the suppression of wildland fires, other non-wildland fire incidents, and operations during Stafford Act disasters.

II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS

The BLM has the responsibility for preparedness, prevention, protection, and suppression of wildland fires on BLM administered lands and on adjacent or intermingled Federal, State and private lands as identified through written Agreements, Memoranda of Understanding and Operating Plans.

The DEPARTMENT/DISTRICT has the responsibility for preparedness, prevention, protection, and suppression of wildland, structure and other non-wildland incidents within the established fire DEPARTMENT/DISTRICT. Additionally, the DEPARTMENT/DISTRICT maintains fire protection facilities in the vicinity of BLM property.

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.

It is also to the benefit of all federal, state and local agencies to coordinate assistance and operations during Stafford Act 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.

III. GENERAL PROVISIONS

1. Refer to Appendix I for DEFINITIONS.
2. OPERATING PLANS. The parties agree that prior to implementation of this Agreement to jointly establish an Operating Plan that shall be attached to and become a part of this Agreement.

The Operating plan MUST include signatures from all parties, reimbursement rates, dispatching, initial attack, communications, aviation, and billing procedures. The Operating Plan may include a list of individuals and qualifications and any vehicles that will be covered under this Agreement and any other items identified in this Agreement as necessary for efficient implementation. All parties will meet prior to the initiation of fire season each year to review and update the Operating Plan as necessary.

3. TRAINING. Each party will inform the other of applicable cross training opportunities for personnel.
4. 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, may take initial attack action in support of the PROTECTING party.
5. ASSISTANCE. Outside initial attack areas, when requested by the PROTECTING party, the SUPPORTING party when capable may assist with initial attack or other support on wildland fires. There may be situations when additional support personnel is necessary for mobilization for the SUPPORTING party and that need may be filled by personnel available to the DEPARTMENT/DISTRICT. When this situation arises, resources will be mobilized via the process outlined in the Operating Plan.
6. NOTIFICATIONS. Each party will promptly notify the PROTECTING party of fires burning on or threatening lands in their designated area of protection responsibility. When action is taken, the SUPPORTING party will notify the PROTECTING party in accordance with the Operating Plan as soon as possible of the equipment and personnel dispatched to the incident location.
7. COST SHARING. On multi-jurisdictional incidents and incidents which threaten or burn across direct protection boundaries, the parties will jointly establish a written cost share agreement which describe a fair and reasonable distribution of financial responsibilities.
8. COMMUNICATON SYSTEMS. The Parties agree to share the use of communication systems, radios and radio frequencies in the execution of this Agreement. Sharing of frequencies must be approved only by the authorized personnel for each party as identified in the Operating Plan.

9. DETERMINATION OF CAUSE AND PRESERVATION OF EVIDENCE. Parties will attempt to protect the fire's point of origin to include evidence pertaining to the cause of the fire.
10. BILLING PROCEDURES. The SUPPORTING party will bill the PROTECTING party for the reimbursable costs incurred to provide assistance to the PROTECTING party. Allowable reimbursable costs will be identified in the Operating Plan.

Reimbursable 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.

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 with adequate documentation supporting the billed costs. Adequate documentation includes applicable resource orders, supply orders, cost share agreements, transaction statements (or equivalent), and emergency fire time reports.

The DEPARTMENT/DISTRICT shall send billings to the following address:

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

11. DUNS NUMBER (5/04): The DEPARTMENT/DISTRICT shall furnish their DUNS number upon execution of this instrument. The DUNS number may be obtained 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.
12. ELECTRONIC FUNDS TRANSFER (EFT) (5/04): The DEPARTMENT/DISTRICT 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 DEPARTMENT/DISTRICT shall register in the System for Award Management (SAM). You may register at www.sam.gov. Follow the instructions provided on the website. For assistance, contact the SAM Federal Service Desk at 866-606-8220 between Monday and Friday, 8 am to 8 pm ET.

13. NONDISCRIMINATION. The DEPARTMENT/DISTRICT shall comply with all Federal statutes related 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 the 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.

14. Liabilities/Waivers. Each party waives all claims against every other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this agreement unless gross negligence on any part of any party is determined.

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

15. PRINCIPAL CONTACTS. The principal contacts for this Agreement are:

BLM Contact

Jeff Dimke
Fire Management Officer
DOI-BLM Spokane District
1103 N. Fancher
Spokane, WA 99212
Phone: 509-536-1237
FAX: 509-536-1285
E-Mail: jdimke@blm.gov

Fire Department Contact

David L Baker,
Fire Chief
Douglas County FPD #2
377 Eastmont Ave
East Wenatchee, WA 98802
Phone: 509-884-6671
FAX: 509-884-9521
E-Mail: dbaker@douglasfire2.org


16. **MODIFICATION.** Modifications within the scope of the Agreement shall be made by mutual consent of the parties in writing, prior to any changes being performed. The BLM is not obligated to fund any changes not approved in advance.

17. **COMMENCEMENT/EXPIRATION DATE.** This instrument is executed as of the date of last signature and is effective through 1/31/2025 at which time it will expire unless extended.

Any party shall have the right to terminate this Agreement with 90-days advanced written notice to the other party.


18. **AUTHORIZED REPRESENTATIVES.** Signatories to this Agreement shall be authorized to act on behalf of their respective party..

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



Jeff Dimke, FMO
DOI-BLM Spokane District

4/3/20
DATE



David L. Baker, Fire Chief
Douglas County FD#2

11/4/20
DATE

Appendix I DEFINITIONS

- **BACKFILL.** The additional costs (as outlined in the Operating Plan) to provide coverage for an individual that has been mobilized such as the overtime premium or out of class premium.
 - **DIRECT COSTS.** Costs directly related to the suppression effort. These costs do not include dispatch or other administrative costs.
 - **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.
 - **FIRE PROTECTION.** The term fire protection includes personal services and equipment required for fire prevention, the protection of life and property from fire, firefighting, and emergency services, including basic medical support, basic and advanced life support, hazardous material containment and confinement, and special rescue events involving vehicular and water mishaps, and trench, building, and confined space extractions.
 - **JURISDICTIONAL PARTY.** The party which has overall land and resource management and/or protection responsibility as provided by law.
 - **PROTECTING PARTY.** The party responsible for providing direct fire protection in a given area pursuant to this Agreement.
 - **RECIPROCAL FIRE PROTECTION.** Specific fire protection services furnished by one party to the other on a reimbursable basis pursuant to the Annual Operating Plan.
 - **SUPPLEMENTAL FIRE DEPARTMENT RESOURCES.** Overhead tied to a local fire department who are mobilized primarily for response to incidents/wildland fires outside of their district or mutual aid zone.
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- **SUPPORTING PARTY.** A party providing suppression assistance or other support and resources to the Protecting Party.
 - **SUPPRESSION.** All work of confining and extinguishing a fire beginning with its discovery.