

FS Agreement No. _____ 0X-FI-11XX
Cooperator Agreement No. _____

FIRE DEPARTMENT
COOPERATIVE FIRE PROTECTION AGREEMENT
BETWEEN
NATIONAL FOREST
AND
FIRE DEPARTMENT

This COOPERATIVE FIRE PROTECTION AGREEMENT, is made and entered into by and between the USDA Forest Service National Forest, hereinafter referred to as the FOREST SERVICE, and the Fire Department, 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).

I. PURPOSE

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

This Agreement provides for cooperation only in wildland fire management activities. The FOREST SERVICE shall not respond to structure fires, vehicle fires or traffic accidents in lieu of the DEPARTMENT. The FOREST SERVICE may, as available, respond to such incidents when adjacent wildlands covered under this Agreement are threatened by fire from such incidents.

II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS

The FOREST SERVICE has the responsibility for prevention, protection and suppression of wildland fires on National Forest administered lands, and on adjacent or intermingled State and private forested lands as identified through written agreement.

The DEPARTMENT has the responsibility for prevention, protection and suppression of 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 FOREST SERVICE.

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.

III. GENERAL PROVISIONS

1. ANNUAL OPERATING PLANS. The parties will meet annually, prior to the initiation of fire season to prepare an Annual Operating Plan (AOP). This AOP

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will include 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.

2. PROTECTING PARTY. The party responsible for providing direct fire protection in a given area pursuant to this Agreement.
3. SUPPORTING PARTY. A party providing suppression assistance or other support and resources to the Protecting Party.
4. JURISDICTIONAL PARTY. The party which has overall land and resource management and/or protection responsibility as provided by law.
5. RECIPROCAL FIRE PROTECTION. As deemed appropriate, the parties will establish reciprocal initial attack areas for lands of intermingled or adjoining protection responsibilities. Within such areas a SUPPORTING party will, upon request or voluntarily, take initial attack action in support of the PROTECTING party. The PROTECTING party will not be required to reimburse the SUPPORTING party for initial attack actions taking place in these area within the first _____ hours following initial dispatch of suppression resources. All assistance beyond this mutual aid period will be assistance by hire and will be billed retroactively for the full period from the time of initial dispatch. Reciprocal initial attack areas will be mapped and made a part of the AOP.
6. 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.
7. INDEPENDENT ACTION. Except as otherwise described in the AOP, any party on its own initiative and without reimbursement may go upon lands protecting by another party to suppress wildfires, if the fire is a threat to property within that party's protection responsibility. In such instances, the party taking action will promptly notify the protecting party.

If either party takes action on a fire independently, the SUPPORTING party will furnish the PROTECTING party a preliminary report (oral) within 24 hours of the action taken and a written incident report with ten (10) days.

8. 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.
9. BOUNDARY LINE FIRES. Boundary line fires will be the initial attack responsibility of the PROTECTING parties on either side of the boundary.

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Neither party will assume the other is aware of the fire, or its taking action. The officer-in-charge who arrives first at the fire will act as Incident Commander. When both parties have arrived it will be mutually agreed to the designation of the Incident Commander.

10. 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.
11. 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.
12. 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.
13. TRAINING. Each party will advise the other of applicable cross training opportunities for personnel.
14. BILLING PROCEDURES. The SUPPORTING party will bill the PROTECTING party for actual costs incurred for assistance provided and identified as reimbursable. 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).

SUPPORTING party shall submit a bill no later than one (1) year from date of the incident. Bills will be identified by fire name, location, incident number and will be supported by adequate documentation, including any applicable cost share agreements.

Adequate documentation is defined as: Complete equipment use shift tickets (OF-297) signed by a Forest Officer and a representative of the DEPARTMENT.

Submit original invoice(s) for payment to:

**U.S. Forest Service
Albuquerque Service Center
Payments - Grants & Agreements
101B Sun Avenue NE
Albuquerque, NM 87109
FAX: (877) 687-4894**

All bills will have a payment due date 30 days after date of issuance.

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15. ELECTRONIC FUNDS TRANSFER (EFT) (5/04): The recipient/cooperator shall designate a financial institution or an authorized payment agent through which a federal payment may be made in accordance with US Treasury Regulations, Money and Finance at 31 CFR 208, which requires that federal payments are to be made by EFT to the maximum extent possible. A waiver may be requested and payments received by check by certifying in writing that one of the following situations apply:

1. The payment recipient does not have an account at a financial institution.
2. EFT creates a financial hardship because direct deposit will cost the payment recipient more than receiving a check.
3. The payment recipient has a physical or mental disability, or a geographic, language, or literacy barrier.

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

16. FIRE PREVENTION. Parties agree to share responsibilities and materials for fire prevention activities. Materials may include posters for display in public buildings, businesses and the like. Parties will share responsibility for fire protection and rural fire safety presentations and demonstrations.

17. 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 Agriculture 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.)"

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW,

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Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA 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."**

- 18. FIRE RESTRICTIONS AND CLOSURES. Parties will coordinate restrictions and closures.
- 19. PRESCRIBED FIRE AND FUELS MANAGEMENT. The JURISDICTIONAL party will inform all parties of prescribed fires it is managing. Support during a prescribed burn is not covered under this Agreement.
- 20. 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.
- 21. WAIVER OF CLAIMS. The _____ 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 agreements.

Agencies will be liable for their own actions during mutual aid response or independent action as outlined in clauses _____ and _____ respectively.

- 22. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

Forest Service Project Contact

Cooperator Project Contact

Phone:
FAX:
E-Mail:

Phone:
FAX:
E-Mail:

Forest Service Administrative Contact

Cooperator Administrative Contact

Phone:
FAX:

Phone:
FAX:

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E-Mail:

E-Mail:

- 23. 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 Forest Service is not obligated to fund any changes not properly approved in advance.
- 24. CIVIL RIGHTS. The parties shall comply with all State of _____ and Federal statutes relating to nondiscrimination.
- 25. COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of last signature and is effective through _____ at which time it will expire unless extended.
- 26. EXTENSION OF PERFORMANCE PERIOD. The Forest Service, by written modification may extend the performance period of this instrument for a total duration not to exceed 5 years from its original date of execution.
- 27. 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 Agreement as of the 1st date written below.

VOLUNTEER
FIRE DEPARTMENT

USDA FOREST SERVICE

DATE

DATE

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

DATE

USDA Forest Service
Agreements Coordinator

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Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-New. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.