



FS Agreement No. _____

Cooperator Agreement
No. _____

COOPERATIVE FIRE PROTECTION AGREEMENT
Between The
And The
USDA, FOREST SERVICE

This COOPERATIVE FIRE PROTECTION AGREEMENT is made and entered into by and between the _____, hereinafter referred to as the “_____,” and the USDA, Forest Service _____, hereinafter referred to as the “U.S. Forest Service,” under the authority and provisions of:

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 U.S. Forest Service shall not respond to structure fires, vehicle fires or traffic accidents in lieu of the _____. The U.S. 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 U.S. 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.

III. GENERAL PROVISIONS

1. NONDISCRIMINATION. _____ 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 Sections 119 and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, participation in any public assistance program, or disability.



2. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Address: City, State, Zip: Telephone: FAX: Email:	Name: Address: City, State, Zip: Telephone: FAX: Email:

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Address: City, State, Zip: Telephone: FAX: Email:	Name: Address: City, State, Zip: Telephone: FAX: Email:

3. **RECIPROCAL FIRE WAIVER OF CLAIMS.** Parties to this agreement shall each be responsible for their own losses arising out of the performance of this agreement, and each Party hereby waives any claim against any other Party for compensation for any loss or damage of its property and/or personal injury or death of its employees or agents occurring as a consequence of performance of this agreement; provided, this provision shall not relieve any Party from responsibility for claims from third parties for losses for which the Party is otherwise legally liable.

4. **FREEDOM OF INFORMATION ACT (FOIA).** Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2008 Farm Bill).

5. **TEXT MESSAGING WHILE DRIVING.** In accordance with Executive Order (EO) 13513, “Federal Leadership on Reducing Text Messaging While Driving,”



any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

6. TERMINATION BY MUTUAL AGREEMENT. This award may be terminated, in whole or part, as follows:

- When the U.S. Forest Service and _____ agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
- By 30 days written notification by _____ to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If, in the case of a partial termination, the U.S. Forest Service determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the U.S. Forest Service may terminate the award in its entirety.

Upon termination of an award, _____ shall not incur any new obligations for the terminated portion of the award after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to _____ for the United States Federal share of obligations that cannot be cancelled and were properly incurred by _____ up to the effective date of the termination. Excess funds shall be refunded within 60 days after the effective date of termination.

7. MODIFICATION. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least _____ days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

8. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 as continued by Consolidated and Further Continuing



Appropriations Act, 2013, P.L. No. 113-6, Division F, Title I, Section 1101(a)(3) regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement _____ acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If _____ fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds _____ has expended in violation of sections 433 and 434.

9. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). _____ shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.
10. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of last signature and is effective through _____ at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.
11. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

Date



U.S. Forest Service,

Date

The authority and format of this agreement have been reviewed and approved for signature.

U.S. Forest Service Grants Management Specialist

Date

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 0596-0217. 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.