

**COOPERATIVE FIRE PROTECTION AGREEMENT
AGP20100001**

**Between
BUREAU OF INDIAN AFFAIRS
BRANCH OF WILDLAND FIRE MANAGEMENT, COLVILLE AGENCY
And
TOWN OF COULEE DAM -- FIRE DEPARTMENT**

THIS COOPERATIVE AGREEMENT is entered into between the Bureau of Indian Affairs, Wildland Fire Management, Colville Agency hereinafter referred to as "BIA Fire Management", and Town of Coulee Dam Fire Department, hereinafter referred to as "Coulee Dam Fire Department".

Authority: BIA Fire Management enters into This Agreement under the authority vested in BIA pursuant to 16 U.S.C 594, PROTECTION OF TIMBER, AND DEPREDATIONS, 42 U.S.C 1856a, RECIPROCAL FIRE PROTECTION AGREEMENTS, Master COOPERATIVE FIRE PROTECTION AGREEMENT NO. AGPP000770 and by Coulee Dam Fire Department under the authority of RCW 52.12.031 in conformity with RCW 39.34, the Inter-local Cooperation Act, and in compliance with RCW 52.12.125.

In consideration of the terms, conditions and covenants contained herein, or attached and incorporated and made a part hereof, the Parties mutually agree as follows:

SECTION 1 - PURPOSE

The purpose of this Agreement is to provide for mutual assistance and cooperation in the application of prescribed fire or the control and suppression of wildland fire to lands within the jurisdiction of BIA Fire Management and /or Coulee Dam Fire Department.

SECTION 2 - SCOPE

This Agreement is limited to prescribed fire or wildland fire incidents occurring within the jurisdictional boundaries of the two parties.

SECTION 3 - JURISDICTIONAL RESPONSIBILITY

Jurisdictional responsibility of the parties varies. It may be:

3.01 **Sole BIA Fire Management Jurisdiction**, i.e., Colville Reservation Trust land not within the boundaries of the Fire District.

3.02 **Sole Coulee Dam Fire Department Jurisdiction**, i.e., those lands within the boundaries of the Fire District subject to Coulee Dam Fire Department protection district levy and not subject to Forest Fire Protection Assessment.

3.03 **Joint Jurisdiction**, i.e., Lands subject to Forest Fire Protection Assessment within the boundaries of the District, non-trust lands not subject to Forest Fire Protection Assessment or fire protection district levy or trust lands within the fire district boundary.

SECTION 4 –WILDLAND FIRE INCIDENT RESPONSE

If a wildland fire occurs within the fire district boundary that threatens or is burning within the reservation boundary both parties mutually agree to notify the other parties dispatch office to inform them of their response and provide the opportunity to coordinate response by both parties and establish a communication link.

4.01 **Sole Fire Management Jurisdiction:** In the event of a fire emergency in a sole Fire Management jurisdiction area, the BIA, Fire Management office will respond. Coulee Dam Fire Department may respond to provide immediate control action, minimize fire loss, and thereby indirectly protect its own jurisdiction area. BIA Fire Management may request response from qualified* Coulee Dam Fire Department personnel to gain timely initial attack and control action, or to supplement BIA Fire Management resources.

4.02 **Sole District Jurisdiction:** In the event of a fire emergency in a sole Coulee Dam Fire Department jurisdiction area, Coulee Dam Fire Department will respond. BIA Fire Management may respond to provide immediate control action, minimize fire loss, and thereby indirectly protect its own jurisdiction area. Coulee Dam Fire Department may request that BIA Fire Management provide supplemental resources for fire emergency operation or support.

4.03 **Joint Jurisdiction:** In the event of a fire emergency in a joint jurisdiction area both BIA Fire Management and Coulee Dam Fire Department will respond, subject to the availability of resources. The priority for Coulee Dam Fire Department response will be to protect life, improved property and structures. The priority for BIA Fire Management response will be to protect life, property and resources.

* Personnel and equipment must meet the minimum qualifications for their respective positions as prescribed by PMS 310-1 and have a current red card.

SECTION 5 - COMMAND

5.01 **Sole Fire Management Jurisdiction Incidents:** When Coulee Dam Fire Department is the first arriving agency; the Coulee Dam Fire Department Incident Commander shall establish command until released by a BIA, Fire Management Incident Commander.

5.02 **Sole District Jurisdiction Incidents:** When the BIA, Fire Management is the first arriving agency; the BIA, Fire Management Incident Commander shall establish command until a representative of Coulee Dam Fire Department arrives

and establishes command. During those times when Coulee Dam Fire Department requests the continued support and assistance of BIA Fire Management, a unified command will be established and used for incident management.

- 5.03 **Joint Jurisdiction Incidents:** The Incident Commander of the first arriving agency shall establish command and, upon the arrival of the other agency, unified command will be established and used for incident management. Unified command in the Incident Command System (ICS), is defined as a unified team effort which allows all agencies with jurisdictional responsibility for the incident, either geographical or functional, to manage an incident by establishing a common set of incident objectives and strategies. This is accomplished without losing or abdicating authority, responsibility, or accountability.

SECTION 6 - FIRE CONTROL AND SUPPRESSION

- 6.01.1 **Containment:** "Containment" is defined as the achievement of an established control line which, under prevailing conditions, can be reasonably expected to check the spread of the fire to structures and forestlands, e.g., cold trail, wet line, line to mineral soil, natural barriers, or combinations of these. As used herein, "under prevailing conditions" includes consideration of resources available for continued operations.

"Containment time" will be determined by the incident commander or, if operating under unified command, by mutual agreement of unified command.

- 6.02 **Contained Wildland Fires:** When containment of wildland fire is achieved, Coulee Dam Fire Department resources will be released from the incident for return to service and availability for initial response/attack, provided BIA Fire Management may request that Coulee Dam Fire Department resources be retained to assist in incident mop-up.

SECTION 7 - SPECIAL RESOURCES

- 7.01 **Special Resources:** "Special Resources: include air resources, dozers and heavy equipment, or other resources deemed necessary to contain and control the fire.

- 7.02 **Ordering:** Prior to the arrival of BIA Fire Management at the incident, the Initial Attack Incident Commander may order special resources through BIA Fire Management. That decision shall be documented and payment authorized by BIA Fire Management prior to the mobilization of special resources.

- 7.03 **State Mobilization:** Fire District agrees to consult with BIA Fire Management prior to making the decision to implement state mobilization. Trigger points will

be established by unified command and used in the implementation of State Mobilization.

SECTION 8 - OPERATIONS GUIDELINES

Representatives of Coulee Dam Fire Department and BIA Fire Management shall mutually develop Operations Guidelines that provide principles, direction and guidance for the conduct of fire control operations. The Operations Guidelines shall be reviewed at least annually, and revised as necessary to achieve mutual cooperation and understanding. At a minimum, the following items shall be addressed, Responding Party Command Structure, Communications, Distance/Boundaries, Time/Duration, Qualifications/Minimum Requirements, Reimbursement/Compensation.

SECTION 9 - FIRE INVESTIGATION

Coulee Dam Fire Department and BIA Fire Management agree to protect the origin area of any fire to the best of its ability. Fires may be jointly investigated when an incident originates in a joint jurisdiction area. A BIA Fire Management fire investigator may investigate fires originating on, spreading to or threatening Colville Tribal Trust lands, c lands subject to Forest Fire Protection Assessment lands, i.e., sole BIA Fire Management or joint jurisdiction areas.

SECTION 10 – TECHNICAL ASSISTANCE

BIA Fire Management may offer to Coulee Dam Fire Department, fire training, technical assistance, and any other expertise available on its staff.

SECTION 11 – QUALIFICATIONS

In all cases where BIA Fire Management assumes the sole responsibility of a wildland fire incident, or contracts the use of District 2 firefighting equipment through this agreement, individual firefighters working on the incident or operating equipment must meet the minimum firefighter qualifications as outlined in the Wildland and Prescribed Fire Qualifications System Guide, PMS 310-1 and possess a current red card.

SECTION 12 - COSTS

12.01 **Charges Not Required:** Nothing in this Agreement shall be interpreted to require Coulee Dam Fire Department or BIA Fire Management charge its resource costs to the other Party. The purpose of this Agreement is mutual assistance and cooperation in the control and suppression of fires (see Section 1) and in most instances resource costs will not be charged to the other party. However, there may be circumstances or conditions where the Coulee Dam Fire Department or BIA Fire Management desires or is required to charge for resource costs, and in such event the provisions of this section (Section 12) apply.

12.02 **Sole BIA Fire Management Jurisdiction:** If Coulee Dam Fire Department responds, BIA Fire Management will pay for authorized Red Carded Coulee Dam Fire Department personnel and equipment as provided in Section 12.05.2

12.03 **Sole District Jurisdiction:** If BIA Fire Management responds, Coulee Dam Fire Department will not be held liable for suppression costs incurred by BIA Fire Management. It is acknowledged that Coulee Dam Fire Department does not have the financial capability to provide payment for incurred suppression costs.

- **Initial attack through the termination of the incident:** Each party will be wholly responsible to pay its own suppression costs throughout the term of the incident.

12.04 **Joint Jurisdictions:** BIA Fire Management recognizes the benefit from collaboratively working together to suppress fires that occur on both Coulee Dam Fire Department, and BIA lands. Furthermore, it is acknowledged that Coulee Dam Fire Department does not have the financial capability to financially support the suppression effort over an extended period of time. Based on this reality, BIA Fire Management can pay personnel costs and authorized special resources under the following guidelines.

1. **Initial attack to Containment Time:** At the discretion of the Fire Management Officer, he/she may elect to pay Red Carded Coulee Dam Fire Department personnel and special resources s authorized under this agreement after the first 12 hours or sooner if appropriate.

2. **After Containment:** After containment, BIA Fire Management will pay Red Carded Coulee Dam Fire Department personnel and special resources authorized under this agreement, which are requested by BIA Fire Management for mop-up operations as provided in Section 12.05.2.

12.05 **Cost Reimbursement Rates and Procedures**

1. **Cost reimbursement Procedures:** All provisions within this Agreement for reimbursement of costs which are at the option of the resource provider and are subject to the following conditions:

a. **Pre-season:** To qualify for cost reimbursement for personnel and equipment the Fire District must annually provide BIA Fire Management a list of equipment and qualified red carded personnel. The list may be updated throughout the year as necessary by the Fire District.

b. **Notice:** If the resource provider intends to charge for any of its costs as allowed by the Agreement, notice of such intent must be

given to the on-scene incident commander of the requesting agency prior to the incursion of costs.

- c. **Invoice:** Any resource provider costs, which are to be billed as allowed by this Agreement, must be invoiced within thirty (30) business days of the last date of incurred expense for the incident.
 - d. **Multi-jurisdictional fires:** All parties will meet at a mutually agreed location and time within 20 days of fire containment to determine cost share apportionment.
2. **Cost Reimbursement Rates:** Coulee Dam Fire Department Red Carded personnel will be paid directly by BIA Fire Management at the Department of Interior, Administratively Determined (AD) Pay Rates as "Emergency Firefighters".

Equipment costs shall be paid to the resource provider at the Northwest Interagency Emergency Equipment Rental Rates.

SECTION 13 - PRESCRIBED FIRE PARTICIPATION

Prescribed Fire Incidents: BIA Fire Management may at their option request support and assistance from Coulee Dam Fire Department in order to effectively manage planned prescribed fires. Participation in prescribed fire incidents is at BIA Fire Management's request and at the Coulee Dam Fire Department option. Cost reimbursement will be as specified in 12.05 or as in kind services.

SECTION 14 - FIRE PERMITS

Fire Permits: It is mutually agreed that the issuance of fire permits to any parties for any fires that will be located on lands within the reservation boundary will be responsibility of BIA Fire Management or the Colville Confederated Tribes. BIA Fire Management issues permits for debris burning, burn barrels, meat drying, and random campfires. Colville Tribes Environmental Trust Department issues burn permits for agricultural burning on all lands and silvicultural burning on non-trust lands.

SECTION 15 - INSURANCE

BIA Fire Management is an agency of the Federal Government and is therefore self insured under the Federal Governments Tort Claims Act. The District shall, at all times during the term of this Agreement at its sole cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of the contract at Fire Management's option. If the district is self insured, evidence of its status as self-insured may be provided to Fire Management, and if deemed acceptable by Fire Management, shall

satisfy the insurance requirements specified by this Section. The limits of insurance to be bought and maintained by the District shall not be less than as follows.

13.01 **Minimum Coverage Requirements:** These limits may not be sufficient to cover all liability losses and related claim settlements expenses. Purchase of these minimum limits of coverage does not relieve the District from liability for losses and settlement expenses greater than these amounts. BIA Fire Management shall not be charged for insurance coverage(s).

Coulee Dam Fire Department is required to purchase insurance for a period of thirty-six (36) months after completion of this agreement. This requirement may be satisfied by the continuous purchase of an extended reporting period. During the term of the Agreement, District must purchase and maintain the insurance coverage and limits specified below:

1. **Commercial General Liability (CGL) Insurance:** District must purchase and maintain CGL on an Insurance Services Office (ISO) form CG 00 01 or equivalent form, covering liability arising from premises, operations, independent contractors, personal injury, products-completed operations, and liability assumed under an insured contract. Such insurance must be provided on an occurrence basis. If insurance is written on a "claims made" basis, the policy shall provide full coverage for prior acts or include a retroactive date that precedes the effective date of this agreement. Insurance must include liability coverage with limits not less than those specified below:

<u>Description</u>	<u>Dollar Amount</u>
General Aggregate Limit (Other than products-completed operations)	\$2,000,000
Each Occurrence Limit	\$2,000,000

2. **Business Auto Policy (BAP) Insurance:** If activities pursuant to this Agreement involve the use of vehicles, the District must purchase and maintain a BAP on an Insurance services Office (ISO) form CA 00 01 or equivalent form. If insurance is written on a "claims made" basis, the policy shall provide full coverage for prior acts or include a retroactive date that precedes the effective date of this agreement. The Description of Covered Autos must include one or more of the following:

- "Any auto" (Symbol 1)
- If District-owned personal vehicles are used, the BAP must cover "Owned Autos Only" (Symbol 2)
- If district hires auto, the BAP must cover "Hired Autos Only" (Symbol 8)
- If District employee's vehicles are used, the BAP must cover "Non-owned Autos Only" (Symbol 9).

Such insurance must be provided on an occurrence basis. The BAP insurance must include liability coverage with limits not less than those specified below. The District is responsible for any deductible:

<u>Description</u>	<u>Each Accident</u>
Bodily Injury and Property Damage	\$1,000,000

3. **Workers' Compensation Insurance:** The District shall comply with all State of Washington workers compensation statutes and regulations. Coverage shall be provided for all employees and volunteers of the District and shall include bodily injury (including death) that arises out of or in connection with the performance of this Agreement.

SECTION 16 - RENEGOTIATION AND MODIFICATION

The terms and conditions of this Agreement may be renegotiated at the request of either Party between January 1 and March 1 of any year.

Any modification or amendment of this Agreement must be in writing and must be signed by duly authorized agents of the Parties.

SECTION 17 - ASSIGNMENT AND DELEGATION

This Agreement, or any right or interest therein, may not be assigned or otherwise transferred by either Party without the prior written consent of the other Party.

Any attempted assignment shall be void unless made in strict conformity with this section.

Either Party may perform its duty through a delegate or agent, but shall not be thereby relieved of any duty to perform or any liability for breach.

SECTION 18 - REMEDIES

Any remedy exercised by either Party shall not be deemed exclusive, and either Party may pursue any and all other remedies available to it under the law.

SECTION 19 - NON-WAIVER

Waiver by either Party of strict performance of any provision of this Agreement shall not act as a waiver of the right of the other Party to require future strict performance of the same provision or any other provision

SECTION 20 - SEVERABILITY

If any provision of this Agreement is held to be invalid, such invalidity shall not effect the other provisions of this Agreement that can be given effect without the invalid provision(s), and to this end the provisions of this Agreement are declared to be severable.

SECTION 21 - TERMINATION

This Agreement may be terminated by either Party by the provision of ninety (90) days written notice, provided that neither Party may terminate this Agreement at any time between April 15 and October 15 of any year due to the fire danger during this period.

SECTION 22 - MANAGEMENT RESPONSIBILITIES

OMB Circular A-87, cost principles, A-102, Grants and Cooperative Agreements with State and Local Governments, and A-133 audits are applicable to this Cooperative Agreement and will be attached.

SECTION 23 - TERM OF AGREEMENT

This Agreement shall be effective from the date of the last party signs below and shall remain in effect for five (5) years from that date. A review of this agreement will be conducted annually for appropriateness.

Any party shall have the right to terminate their participation under this agreement in accordance with Section 21.

SECTION 24 - PARTY CONTACTS

The contact persons and addresses for the Parties are:

BIA, Colville Agency

Ike Cawston – Fire Management Officer
Mount Tolman Fire Center
90 Mount Tolman Road
P. O. Box 188, Keller, WA 99140
Telephone 509-634-3100

Coulee Dam Fire Department

Robert Jackson Fire Chief
300 Lincoln Street, Coulee Dam 99116
Telephone 509-634-4222 or 509-631-2397
e-mail rdjackson99@hotmail.com

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SECTION 25 - SIGNATURES

Approved: [Signature] Date: 4-30-12

Town of Coulee Dam, Mayor

Approved: [Signature] Date: 5/07/10

Acting Superintendent, Colville Agency, BIA

Approved: [Signature] Date: 5/12/10

Regional Director, Northwest Regional Office, BIA

Approved: [Signature] Date: 6/1/10

Contracting Officer, Northwest Regional Office, BIA