FS Agreement No. 09-FI-11051150-027
FD Tax ID No
FD DUNS No.

COOPERATIVE FIRE PROTECTION AGREEMENT BETWEEN PLUMAS NATIONAL FOREST AND EASTERN PLUMAS RURAL FIRE DEPARTMENT

THIS COOPERATIVE FIRE PROTECTION AGREEMENT is made and entered into by and between the USDA Forest Service, Plumas National Forest, hereinafter referred to as the FOREST SERVICE, and the Eastern Plumas Rural Fire Department, hereinafter referred to as the DEPARTMENT and jointly referred to as PARTIES under the authority and provisions of the Reciprocal Fire Protection Act of May 27, 1955 (42 USC 1856), the Stafford Act, Public Law 93-288 as amended (42 USC 5121 et. seq.), the Granger-Thye Act of April 24, 1950 (16 USC 572), and the Cooperative Funds and Deposits Act of Dec 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 describes the conditions in which "mutual aid" periods are established to provide resources to each other on a non-reimbursable basis. This Agreement also describes the conditions of "Assistance by Hire" on a reimbursable basis.

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 national forest system 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. It is also mutually advantageous for both Parties to provide support and participate in non-fire emergencies of national scope.

III. DEFINITIONS See Exhibit A.

IV. GENERAL PROVISIONS

1. **ANNUAL OPERATING PLANS** The PARTIES will meet annually, prior to the initiation of fire season, to review and update, if necessary, the Annual Operating Plan (AOP). This AOP 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 made a part of this Agreement.

2. **RECIPROCAL FIRE PROTECTION (MUTUAL AID)** 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 areas within the first 0 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 will follow the guidelines specified in the attached AOP.

3. **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.

4. **ASSISTANCE BY HIRE** Assistance by Hire is the provision of fire suppression resources, by one PARTY to another, on a reimbursement basis. All requests to hire fire protection assistance must be clear and precise and shall be processed and recorded through the dispatching systems of the PARTIES. Requests not processed in this manner will not be reimbursable. Personnel, equipment, supplies or services provided by the Supporting PARTY and essential to filling the resource order, which are necessary and reasonable, shall be considered as reimbursable as Assistance by Hire. The DEPARTMENT may provide out-of-state assistance to the FOREST SERVICE when requested. Such assistance will be Assistance-by-Hire unless otherwise specified as mutual aid in the AOP pursuant to this agreement.

   Except for Mutual Aid, all requests for fire suppression assistance in either PARTY'S DPA shall be Assistance by Hire. Any other resources provided by a supporting PARTY, and not specifically ordered by the protecting PARTY, shall be considered a voluntary contribution.

5. **INDEPENDENT ACTION** Except as otherwise described in the AOP, any party on its own initiative and without reimbursement may go upon lands protected by the other 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 10 days.

6. **CLOSEST FORCES** The PARTIES agree to aggressively pursue initial attack plans that utilize "Closest Forces" wherever appropriate, and to identify preplanned initial attack areas within their respective jurisdictions. This philosophy dictates that the closest available resources, regardless of ownership, shall be utilized initially. The emphasis to get the closest resources to respond to initial attack fires is in the best interest of all PARTIES.

7. **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.

8. **BOUNDARY LINE FIRES** Boundary line fires will be the initial attack responsibility of the Protecting PARTIES on either side of the boundary. Neither PARTY will assume the other is aware of the fire, or is 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 or the initiation of a Unified Command Structure.

9. **COST SHARING** On multi-jurisdictional incidents and incidents which threaten or burn across direct protection boundaries, the PARTIES will jointly develop and execute a written cost share Agreement which describes a fair distribution of financial responsibilities. Billing timeframes are dictated by the cost share agreement. These timeframes supersede the billing timelines identified in Clause 17.

10. **COMMUNICATION 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.

11. **FACILITIES, EQUIPMENT AND SUPPORT** The PARTIES may procure, loan, lease, share or exchange facilities, equipment and support services. This may include, but is not limited to, such things as dispatch centers, training facilities, administrative offices, fire stations, air attack bases, lookouts, warehouses, vehicles, fire equipment, remote automated weather stations, lightning "detection" equipment and communications equipment. AOPs may outline conditions for specific situations. Whenever it has been mutually agreed, fees for such use, as might be found in special use permits or other similar documents, may be waived. Any operational costs required for such proposed use may be shared and reimbursed by the using PARTY. Any shared cost or reimbursements will be governed in accordance with a separate agreement signed by each PARTY.

12. **JOINT PROJECTS** The PARTIES may jointly conduct appropriate mutual interest projects to maintain or improve the fire protection capability of the PARTIES. Such projects will be properly documented, with the objectives of each undertaking and the role each PARTY will play in accomplishing that objective fully explained. Anticipated cost and the amount of each PARTY'S share of the cost will be shown and itemized.

13. **REPLACEMENT OF FIRE SUPPLIES** Replacement of PARTY-owned supplies that are lost, damaged, or expended may be re-supplied at the incident prior to demobilization and according to established procedures. Items not available at the incident will be documented and an "S" number will be issued to authorize replacement after the resource leaves the incident.

14. **DETERMINATION OF CAUSE AND PRESERVATION OF EVIDENCE** The PARTIES will attempt to protect the point of origin of the fire and evidence pertaining to the fire cause. On initial attack actions, the PARTY taking the action is responsible to gather and preserve evidence and information pertaining to the origin and cause of the fire. To the extent permitted by applicable County, State and Federal laws, the PARTIES will cooperate to jointly investigate wildland fires of mutual interest and provide the appropriate jurisdictional PARTY with investigation files relative to specific fires.

15. **TRAINING** The PARTIES will cooperate to insure that jointly provided training will produce safe and effective fire and aviation programs. The intent is to provide high quality training that will minimize training costs by sharing of resources, standardization of courses, improve firefighting efficiency and safety. Training also includes participation of fire team members at annual Incident Management Team meetings so members can maintain competency for their specific positions. Each PARTY will bear the cost of training for their respective employees unless specifically addressed in the AOP.

16. **FIRE TRAINING CENTERS** The PARTIES to this Agreement agree to reimburse (or bill) the other PARTY for fire training rendered at PARTY'S training center(s). Billing and reimbursement procedures for this training will use the process identified at the respective fire training facility. Reimbursement and billing arrangements for the rent of either PARTY'S training facilities is also considered part of this Agreement and billings will also be processed as identified by each training facility.

17. **BILLING PROCEDURES** Reimbursements will be limited to the provisions of the Agreement and AOP, regardless of whether or not it is authorized on the Resource Order or other documentation produced by the incident.

    The Supporting PARTY will bill the Protecting PARTY for costs incurred for assistance provided. Reimbursable costs may also include transportation, salary, benefits, overtime, and per diem of supporting agency personnel. Rates and conditions of use for the equipment and personnel will be mutually agreed to and documented in the AOP. The costs of "backfilling" employees of either PARTY into local home unit positions for personnel that have been mobilized to incidents are not reimbursable.

PARTIES shall submit a bill within 90 days of the incident.

PARTIES must use their own invoice for billing under this Agreement to avoid any confusion with other services that may have been ordered under other agreements(s). **For the purpose of this Agreement, OES F-42 is <u>not</u> an acceptable support document.** Invoices must identify Supporting PARTY name, address, and Taxpayer Identification Number (DEPARTMENT only), fire name, order and request number, and bill number and amount. Invoice supporting documentation must include description of services performed, period of services performed, and any applicable cost share agreements. Supporting documentation will itemize details of billing, listing personnel, equipment, travel and per diem, aircraft, supplies and purchases as approved in the attached AOP. It will also include itemized deductions for maintenance and repair of equipment. DEPARTMENT invoices will include "Record of Activities" (FSLA-5) and FOREST SERVICE invoices will include transaction register.

Invoices for services under this agreement must be sent to:

Address of Forest Service:

Plumas National Forest
PO Box 7
Blairsden, CA 96103

Address of Fire Department:

Eastern Plumas Rural Fire Department
141 Delleker Drive
Portola, CA 96122 -7034

All bills will have a payment due date 60 days upon receipt by the FIRE DEPARTMENT or FOREST SERVICE.

Contested Billings: Written notice that a bill is contested will be mailed to the PARTY within 60 days of receipt of the invoice and will fully explain the contested items. Contested items will be resolved no later than 60 days following receipt of the written notice. PARTIES are responsible for facilitating resolution of contested billings.

Billing requirements and rates are documented in the attached AOP.

18. **<u>FIRE PREVENTION</u>** 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 prevention and rural fire safety presentations and demonstrations.

19. **<u>FIRE RESTRICTIONS AND CLOSURES</u>** PARTIES will coordinate declarations, such as fire season, fire restrictions and closures, within each PARTY'S policy and procedures.

20. **PRESCRIBED FIRE AND FUELS MANAGEMENT** Either PARTY will inform the other PARTY of prescribed fires it is managing. Support during a prescribed burn is not covered under this Agreement.

21. **NATIONAL EMERGENCIES** The PARTIES to this Agreement may respond upon request to Nationally declared emergencies providing there are no statutory prohibitions against such use.

22. **EMPLOYMENT POLICY** Employees of the parties to 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.

23. **EXAMINATION OF RECORDS** Each PARTY shall give the other, or their authorized representative, access to, and the right to examine all records, books, papers and documents related to this Agreement as provided by the Freedom of Information Act (FOIA) and Privacy Act. PARTIES shall make supporting documents available for a period of 3 years after final payment.

24. **PREVIOUS AGREEMENTS CANCELED** This Agreement supersedes and cancels any prior Cooperative Fire Protection Agreement between the PARTIES.

25. **FUNDING LIMITATION** Nothing herein shall be considered as obligating either PARTY to expend, or as involving either PARTY in any contract or other obligation for the future payment of, money in excess of funding approved and made available for payment under this Agreement and any modification thereto.

26. **NATIONAL INTERAGENCY INCIDENT MANAGEMENT SYSTEM** The PARTIES to this Agreement will operate under the concepts defined in the National Interagency Incident Management System (NIIMS) including: Incident Command System (ICS), qualifications system, certification system, training system, the management of publications, and participate in the review, exchange, and transfer of technology as appropriate for providing qualified resources, and for the management of incidents covered by this Agreement.

27. **FIREFIGHTER & OVERHEAD QUALIFICATIONS** FOREST SERVICE agrees to send qualified personnel who meet all the position requirements specified in FSH 5109.17 (meets or exceeds PMS 310-1) to any DEPARTMENT incident. The DEPARTMENT agrees to send qualified personnel who meet the training and qualification standards specified in National Wildfire Coordinating Group's (NWCG) PMS 310-1 to any FOREST SERVICE incident, IMT assignment or overhead request.

28. **PERSONAL PROTECTIVE EQUIPMENT** The PARTIES agree to provide their respective responding personnel with approved personal protective equipment (PPE) suitable for the assignment. In the case of FOREST SERVICE resources, NFPA standards apply in wildland fire

situations. In the case of DEPARTMENT resources NFPA or CAL OSHA, title 8 specifications meet the requirement. At no time will personnel respond without the approved PPE.

29. **LAW ENFORCEMENT** Law enforcement efforts shall be coordinated to the maximum extent possible, at all levels by all PARTIES. The PARTIES shall render mutual assistance in law enforcement activities and the gathering of evidence, and in actual court prosecutions to the fullest extent practicable.

30. **EQUIPMENT** The PARTY that owns the equipment is responsible for the operation, service, and repair of such equipment. Special rates for Federal Excess Personal Property (FEPP) equipment will be displayed in the rate schedules, which eliminate any purchase or replacement costs for the apparatus.

31. **WAIVER OF CLAIMS AGAINST THE PARTIES** The PARTIES signatory to this Agreement hereby waive all claims against each other for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of this agreement.

32. **NONDISCRIMINATION AND CIVIL RIGHTS** The PARTIES shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other State and 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 U.S.C. 794) which prohibits discrimination on the basis of disabilities.

33. **ACCIDENT INVESTIGATIONS** Whenever an accident occurs involving the equipment or personnel of a Supporting PARTY, the Protecting PARTY shall take immediate steps to notify the Supporting PARTY that an accident has occurred. As soon as practical, the Protecting PARTY shall initiate an investigation of the accident. A team made up of appropriate representatives from all affected agencies shall conduct the investigation. Costs for investigation personnel are PARTY-specific and will be borne by the sending PARTY. Other accident or incident investigation costs are the fiscal responsibility of the PARTY(IES) that has jurisdiction and/or investigative responsibility. The sharing of information between PARTIES on accident investigations and their findings and probable causes is a valuable tool for safety and must be encouraged.

34. **FREEDOM OF INFORMATION ACT (FOIA)** Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).

35. **DEBT COLLECTION IMPROVEMENT ACT** The DEPARTMENT shall furnish their tax identification number (TIN) upon execution of this Agreement. The DEPARTMENT may wish to enroll in the Automatic Deposit program. Information concerning this program can be found at: www.nfc.usda.gov/dcia/eftweb.htm.

36. **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.

37. **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, 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 online. For assistance, contact the CCR Assistance Center at 888-227-2423 or 269-961-4725

38. **TERMINATION** Both PARTIES retain the right to terminate their participation under this Agreement by providing 30 days written notice to the other PARTY.

39. **MODIFICATIONS** Modifications to this Agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being made.

40. **COMMENCEMENT/EXPIRATION DATE** This instrument is executed as of the date of last signature and is effective for five years from that date, at which time it will expire unless extended.

41. **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.

42. **ALTERNATE DISPUTE RESOLUTION** In the event of any issue of controversy under this Agreement, the PARTIES may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to, conciliation, facilitation, mediation, and fact finding.

43. **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.

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

FOREST SERVICE CONTACT

Don Bliss
Division Chief
(530) 836-7130
Fax: (530) 836-0493
dwbliss@fs.fed.us

DEPARTMENT CONTACT

Keith Clark
Chief
(530) 832-5626

FOREST SERVICE GRANTS AND AGREEMENTS SPECIALIST

Janice Bishop
Grants and Agreements Specialist
(530) 283-7768

FIRE DEPARTMENT ADMINISTRATIVE CONTACT

Keith Clark
Chief
(530) 832-5626

DEPARTMENT TAXPAYER IDENTIFICATION NUMBER:

REVIEW:

/s/ Janice Bishop June 14, 2009
Janice Bishop Date
FOREST SERVICE GRANTS AND AGREEMENTS SPECIALIST

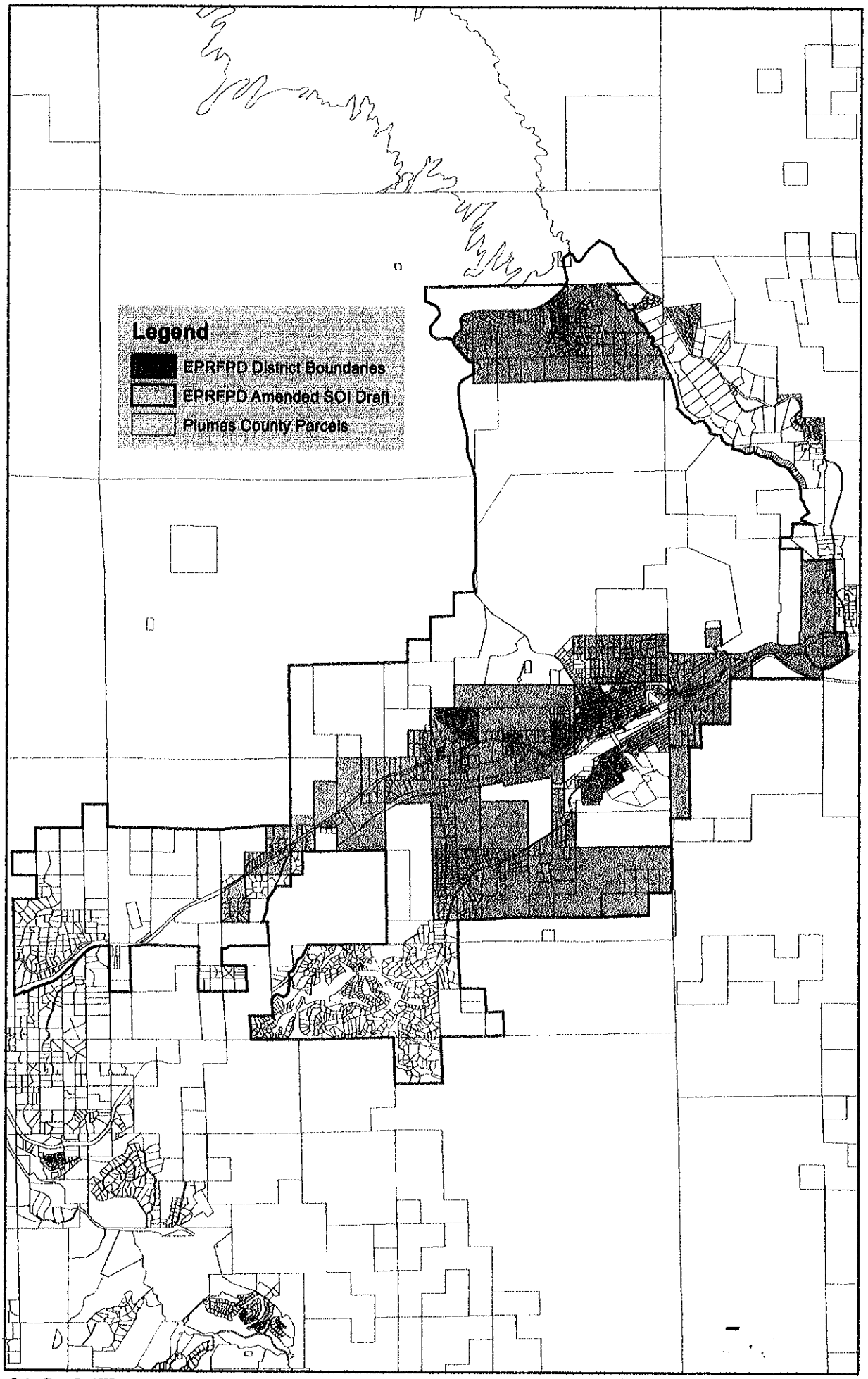
Keith Clark 8-03-09
Keith Clark Date
DEPARTMENT REVIEWER (Optional)

APPROVAL:

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date written below:

Alice Carlton 10-30-09		Keith Clark 8-03-09	
Alice Carlton	Date	Keith Clark	Date
FOREST SUPERVISOR		DEPARTMENT CHIEF	

Exhibit A, Definitions
Exhibit B, Annual Operating Plan
Exhibit C, Form FSLA-5 Record of Activity
Exhibit D - reserved



Eastern Plumas Rural FPD
Draft SOI Boundary Map

md 04/05