

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES FISH AND WILDLIFE SERVICE
AND
CITY OF RICHLAND
FOR
CENTRAL WASHINGTON NATIONAL WILDLIFE REFUGE COMPLEX
AND
MID-COLUMBIA RIVER NATIONAL WILDLIFE REFUGE COMPLEX**

This Memorandum of Understanding (MOU) is made and entered into and between the U.S. Fish and Wildlife Service Central Washington National Wildlife Refuge Complex; Columbia National Wildlife Refuge, Saddle Mountain National Wildlife Refuge, Hanford Reach National Monument, Toppenish National Wildlife Refuge, Conboy National Wildlife Refuge, and the Mid-Columbia River National Wildlife Refuge Complex; McNary National Wildlife Refuge, Umatilla National Wildlife Refuge, collectively referred to herein referred to as the “SERVICE” and the City of Richland, on behalf of the Richland Fire & Emergency Services Department, hereinafter referred to as “RFD.” This Agreement is effective upon signature by all parties and will remain in effect for five (5) years unless terminated by one or more of the parties.

I. AUTHORITIES

The Service has entered into this MOU under the following authorities;

- Reciprocal Fire Protection Act of May 27th, 1955 (69 Stat. 66, 42 U.S.C 1856a-d)
- Robert T. Stafford Disaster Relief and Emergency Assistance Act, (Public Law 93-288, as amended, 42 U.S.C. 5121-5207)
- Federal Fire Prevention and Control Act of October 29, 1974 et seq. (88 Stat. 1535; 15 U.S.C. 2201)
- Fish and Wildlife Coordination Act, 16 U.S.C. Sections 661-666c.

II. PURPOSE

The purpose of this agreement is to coordinate and provide cooperative fire protection between the SERVICE and RFD, in order to more efficiently and effectively suppress wildland fires from damaging natural resource values managed by the SERVICE. This MOU is consistent with the existing Master Cooperative Fire Protection Agreement (FWS Agreement No.: FF01R030000-14-0001), for Washington, Agreement No.:IAA14-267, whereas the Master Agreement has documented the commitment of Agencies to improve efficiency by facilitating the coordination and exchange of personnel, equipment, supplies, services, and funds among the Agencies as too will this Agreement. Furthermore, this Agreement describes the working relationship, financial arrangements, and joint activities between the SERVICE and RFD not otherwise specified under the terms of the Cooperative Fire Protection Agreement. Nothing herein shall be considered as obligating either party to expend funds, or as involving either party in any contract or other

obligation other than reimbursement for wildland fire suppression beyond the reciprocal period identified in this document.

III. RECITALS

Whereas, all parties have wildland fire protection responsibilities upon lands of their respective jurisdiction and limited fire protection resources;

Whereas, the SERVICE is the jurisdictional agency responsible for fire management on SERVICE lands;

Whereas, the SERVICE has limited specialized equipment and qualified personnel required to manage wildland fires;

Whereas, Southeast Washington Fire Agencies can provide wildland fire initial attack capability to support and supplement the SERVICE's and other fire protection cooperator's resources;

Whereas, Southeast Washington Fire Agencies can provide equipment and overhead for wildland fire suppression activities within RFD's jurisdiction; and

Whereas, if initial attack suppression actions on SERVICE lands are unsuccessful, and the fire will not be contained within the first burning period, dispatching and continued incident support services will be transferred solely to the Central Washington Interagency Communication Center (CWICC). CWICC will provide extended attack support.

Therefore, for the mutual consideration herein stated, the parties hereby enter into this MOU.

IV. STATEMENT OF MUTUAL BENEFITS AND INTERESTS

The SERVICE shall:

- A. Reimburse RFD for direct costs for resource-ordered wildland fire suppression **beyond the reciprocal period of 4 hours, including**: overhead costs, equipment use cost and logistical support for wildland fire suppression that occur on SERVICE lands. Reimbursement rates are based on the **Washington State Fire Resource Mobilization Plan or actual costs rendered**, 42 U.S. Code, 1856e – Reimbursement of Fire Funds.
- B. Reimburse RFD under the provisions within this MOU no less frequently than every 30 days. Reimbursement shall be at the rates provided under the current rate schedule. Reimbursement for costs not specified in the **Washington State Fire Resource Mobilization Plan** must be pre-approved by appropriate SERVICE fire management staff prior to submission for reimbursement.
- C. Annually provide RFD with an updated principal contact list.

RFD shall:

- A. Reimburse the SERVICE for direct costs for resource ordered for wildland fire **suppression beyond the reciprocal period of 4 hours, including**; overhead costs, equipment use cost and logistical support for wildland fire suppression that occur on

Service lands. Reimbursement rates are based on actuals, which come from the General Service Administration (GSA) and established equipment rates.

- B. Conduct reciprocal initial attack (initial wildland fire suppression, wildland fire control and mop-up) **as requested** on wildland fires occurring on Service lands within the RFD responding jurisdiction. A duly authorized RFD representative has the sole right to deny a request for service and for any reason.
- C. Provide fire management resources to support SERVICE-managed lands as conditions permit. Assistance will only be provided when CWICC determines, in its sole discretion, that the resources are available and can be committed without jeopardizing the RFD's ability to protect its own jurisdiction.
- D. Follow all wildland fire suppression tactics addressed in the SERVICE's Wildland Fire Management Plan specific to the location of the fire.
- E. Report wildland fires promptly to the Principal Contacts (**Exhibit A**) for the SERVICE upon discovering or receiving reports of wildland fire on SERVICE lands.
- F. Forward the necessary wildland fire data report to the responsible SERVICE representative identified in the Principal Contact list (**Exhibit A**) when RFD suppresses wildland fires burning wholly or in part on SERVICE lands.
- G. Dispatch only personnel who meet or exceed the minimum training requirements of the RFD when responding pursuant to this MOU.

Both the SERVICE and Southeast Washington Fire Agencies further agree as follows:

- A. To provide, on an annual basis, principal contact information prior to the initiation of fire season. The information will include protection area maps for any new lands acquired by the SERVICE, names and numbers for principle contacts (**Exhibit A**) and the updated **Washington State Fire Resource Mobilization Plan** hourly reimbursement rate table.
- B. 42 U.S. Code, 1856a – Authority to enter into reciprocal agreement; waiver of claims; reimbursement; ratification of prior agreements. Each agency head charged with the duty of providing fire protection for any property of the United States is authorized to enter into a reciprocal agreement, with any fire organization maintaining fire protection facilities in the vicinity of such property, for mutual aid in furnishing fire protection for such property and for other property for which such organization normally provides fire protection. Each such agreement shall include a waiver by each party of all claims against every other party for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of such agreement. Any such agreement may provide for the reimbursement of any party for all or any part of the cost incurred by such party in furnishing fire protection for or on behalf of any other party.

Consistent with the above, each party to this Agreement hereby waives any claim against any other party for loss or damage of its property and/or personal injury or death of its

employees or agents occurring as a consequence of the performance of this Agreement; provided, however, that this provision shall not relieve any party from responsibility for claims from third parties for losses for which the party is otherwise legally liable. This waiver does not extend to ordinary expenses incurred as part of the cost of the fire (gloves, hose, etc.).

Claims requesting compensation for property loss or damage, personal injury, or death resulting from the negligence or other wrongful acts of employees performing under this Agreement will be received by the Jurisdictional Agency and forwarded to the hiring or home agency of the allegedly negligent employee for processing. Employee claims for loss of, or damage to, personal property must be submitted to the Jurisdictional Agency and then forwarded to the hiring or home agency of the employee for processing in accordance with the hiring agency's administrative procedures.

- C. Parties to this MOU will comply with the U.S. Fish and Wildlife Service Fire Management Policies. Such policies include, but are not limited to, implementing fire management plans, promoting human safety as well as reducing hazardous conditions, conserving wildlife and its habitat, minimizing air quality impacts and meeting other desirable goals.
- D. Agree that the officer-in-charge who arrives first at a wildfire burning on or near lands of both parties will act as Incident Commander (IC). When representatives of both parties have arrived at a fire, the officers-in-charge for each party will mutually agree to designate an IC, provided that nothing shall prevent a party to whom a request is made from refusing to respond when the sole determination of that party's commanding officer is that responding to the incident would create an unreasonable risk of danger to that party's employees, equipment or a third party.
- E. Shall be responsible for the training, equipment and welfare of personnel they dispatch, including the treatment of any personal injuries, which may result during any fire or in route to or from any fire as provided by the laws and regulations under which each party operates.
- F. Recognize that the other's training standards are reasonable, prudent, and acceptable for wildland fire response as well as fire support on lands under the jurisdiction of the parties to this MOU.
- G. Each party is responsible for operating, servicing, repairing and replacing their own equipment, except as agreed upon in writing by both parties in advance.
- H. Regardless of an incident's location, employees of the responding RFD and the SERVICE will be subject only to the laws, regulations and rules governing their respective employers. No employee shall be entitled to compensation and/or benefits under this MOU except as specifically provided for under the terms of his or her employment with respective employer.

V. GENERAL PROVISIONS

- A. No party shall be required to incur expenses under the terms of this MOU, except as necessary to effectively implement this MOU. Additional expenditures and/or rates for resource-ordered equipment and/or personnel not specified in the Washington State Fire Services Resource Mobilization Plan shall be subject to reimbursement as agreed by the parties hereto and approved by appropriate SERVICE fire management staff prior to submission for payment.
- B. Reimbursement will begin at the time ordered resources (on a resource order) exceed the reciprocal period when responding to a SERVICE wildland fire and end when resources return to their respective fire station.
- C. Only costs for direct wildland fire suppression will be reimbursed by the SERVICE. These costs include salary and overtime for wildland fire resources directly involved with wildland fire suppression and the logistical support (fuel, meals, etc.) for these firefighters. Reimbursement for “back-fill” of the RFD resources in stations is not appropriate, unless pre-approved in writing by SERVICE officials. Back-fill is defined as the overtime premium needed to replace the supporting agency’s regularly scheduled personnel assigned to the incident above and beyond their base 8 hours.
- D. Parties shall provide, upon request, any maps, documents, instructions and law enforcement reports that either party considers necessary to conduct work associated with this MOU.
- E. Aircraft and Pilots. All aircraft and pilots used to transport SERVICE personnel or that are directly controlled by the SERVICE shall be certified by qualified SERVICE or United States Department of Interior National Business Center-Aviation Management inspector prior to SERVICE work.
- F. All parties shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of other Federal laws, executive orders, regulations and policies, including but not limited to;
 - i. Title VI of the Civil Rights Act of 1964 (USC 2000d) which prohibits discrimination on the basis of race, color, handicap or national origin;
 - ii. Title IX of the Education amendments of 1972, as amended (USC 1681-1683) which prohibits the discrimination based on sex.
 - iii. The RFD agrees not to unlawfully discriminate against any person in hiring or employment.
- G. All parties shall have the right to obtain access to examine all documents related to this MOU. Reasonable notice must be given to the other party through its authorized representative(s).
- H. Cost Sharing. On multi-jurisdictional incidents, incidents that threaten, or incidents that burn across direct protection boundaries, the parties will jointly develop a written cost share

agreement that describes a fair distribution of financial responsibilities. The parties agree that all reasonable and necessary costs incurred to meet the protection responsibilities within each party's direct protection area will be the responsibility of that party.

- I. Modification of this MOU shall be made by mutual consent of all parties through the issuance of a written modification that is signed and dated by all parties prior to any changes being performed or taking effect.
- J. Any party may terminate this MOU by providing sixty (60) days written notice to the other parties. If one party terminates this MOU, it will remain in effect as to the other parties unless terminated by SERVICE with all parties.
- K. Unless terminated by written notice, this MOU shall remain in effect for five (5) years from the date of the last signature.
- L. Legal Authority. The parties certify that the person executing this MOU on behalf of its respective entity has the legal authority to enter into this MOU.

VI. REIMBURSEMENT AUTHORITY

15 U.S. § 2210 - Reimbursement for costs of firefighting on Federal property

- (a) **Filing of claims.** When the RFD engages in the fighting of a fire on property that is under the jurisdiction of the United States, it may file a claim with the Administrator for the amount of direct expenses and direct losses incurred by the RFD as a result of fighting such fire. The claim shall include such supporting information as the Administrator may prescribe.
- (b) **Determination.** Upon receipt of a claim filed under subsection (a) of this section, the Administrator shall determine—**(1)** what payments, if any, to the fire service or its parent jurisdiction, including taxes or payments in lieu of taxes, the United States has made for the support of fire services on the property in question; **(2)** the extent to which the fire service incurred additional firefighting costs, over and above its normal operating costs, in connection with the fire which is the subject of the claim; and **(3)** the amount, if any, of the additional costs referred to in paragraph (2) of this subsection which were not adequately covered by the payments referred to in paragraph (1) of this subsection.
- (c) **Payment.** The Administrator of FEMA (Federal Emergency Management Agency) shall forward the claim and a copy of the Administrator's determination under subsection (b)(3) of this section to the Secretary of the Treasury. The Secretary of the Treasury shall, upon receipt of the claim and determination, pay such fire service or its parent jurisdiction, from any moneys in the Treasury not otherwise appropriated but subject to reimbursement (from any appropriations which may be available or which may be made available for the purpose) by the Federal department or agency under

whose jurisdiction the fire occurred, a sum no greater than the amount determined with respect to the claim under subsection (b)(3) of this section.

(d) **Adjudication.** In the case of a dispute arising in connection with a claim under this section, the United States Court of Federal Claims shall have jurisdiction to adjudicate the claim and enter judgment accordingly.

VII. REIMBURSEMENT PACKAGE REQUIREMENTS

- A. 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 or cost share agreements). All billing packages will include documentation showing the order was processed through and tracked by the protecting agency. Bills for reimbursement must include resource orders for all resources. For reimbursement under the terms of this agreement all resource orders beyond initial attack must be mobilized and processed by an interagency dispatch center.
- B. All resource-ordered personnel must include a detailed account of individual personnel start and end time for the wildland fire, signed by the employee and Time Unit Leader. The OF-288 form (Emergency Firefighter Time Report) is the desired format.
- C. Provide all fire equipment use reports (shift tickets), signed by the Incident Commander, and an equipment invoice. The OF-286 form (Emergency Equipment Use Invoice) is the desired format.
- D. Miscellaneous logistical support reimbursement requests must include a resource order (or equivalent) to ensure that items were used in support of the wildland fire.
- E. On fires where costs are incurred pursuant to the terms of this agreement, the Supporting Party shall submit a bill or estimate for reimbursement as soon as possible, but no later than 120 days after the fire is declared out. Payment shall be made to the Supporting Party within 90 days after receipt of the billing invoice.
- F. Reimbursement inquires contact:
U.S. Fish and Wildlife Service, Administrative Officer
64 Maple Street
Burbank, WA 99323
(509) 546-8306

VIII. FIRE SUPPRESSION INVOICE REQUIREMENTS:

- List jurisdictional unit on each invoice/bill;
- Cooperator name, address, phone number, and agency financial contact;
- DUNS Number;
- Invoice or bill number;

- Agreement number;
- Incident name and number;
- Resource Order Number;
- Dates of the incident covered by the billing;
- Summary and detailed cost data for the amount being billed. Details should include standard resource type designation, number of personnel, and hours worked. Use incident generated cost information or standard generated cost reports generated by the Agency to support the billing whenever possible.

Summary cost data may include, but not be limited to, a list of personnel expenses including base, overtime and travel and a listing by vendor name and amount spent for supplies and services procured.

Electronic Funds Transfer (EFT): States shall designate a financial institution or an authorized payment agent through which a federal payment may be made in accordance with U.S. 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.

In order to receive EFT payments, the City shall register in the System for Award Management (SAM) at www.sam.gov and follow the instructions on line to register as a new entity.

Third-Party Cost Recovery: Procedures for determining a cost recovery process will be in the Statewide Operating Plan. Investigation process is determined locally. The USFWS needs to investigate the cause of all fires that cross onto Refuge land. Further, the *Interagency Standards for Fire and Fire Aviation Operations* states, “For all human-caused fires where responsibility and negligence can be determined, actions must be taken to recover the cost of suppression activities, land rehabilitation, and damages to the resources and improvements.” The parties will undertake efforts both to protect the point of origin and to facilitate the effective investigation for cost recovery efforts.

IX. DEFINITION OF TERMS

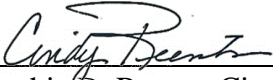
- A. Principal Contacts. A list of appropriate contacts for the RFD and the SERVICE.
- B. Direct Costs. Costs directly related to the suppression effort. These costs do not include dispatch or other administrative costs.
- C. Duty Officer. The SERVICE employs a fire management staff person who serves as the “Duty Officer.” The SERVICE Duty Officer is the primary point for coordination with local units for payment and reimbursement issues during incidents, and they are not the Incident Commander.
- D. Jurisdictional Agency. The agency with overall land and resource management and/or protection responsibility as provided by Federal or State law.

- E. Overhead Costs. Costs not directly chargeable to suppression efforts, but which are part of the overall cost of operation.
- F. Suppression Work. All work of confining and extinguishing a fire beginning with its discovery.
- G. Reimbursable Work. Providing monetary compensation at the **Washington State Fire Resource Mobilization Plan** hourly reimbursement rate table, as updated annually for the use of any fire engines, fire support vehicles or equipment and wages for qualified wildland fire personnel and support staff responding to wildfires on SERVICE lands.
- H. Reciprocal Fire Assistance. Support response to the protecting party to provide assistance without charge for the **first 4 hours**.
- I. Appropriate Charges. Comprises all charges related to direct costs, overhead costs, and suppression work.
- J. Multi-jurisdictional Incident. An incident requiring action from multiple agencies that each have jurisdiction to manage certain aspects of an incident. In ICS, these incidents will be managed under Unified Command.
- K. Unified Command. An application of ICS used when there is more than one agency with incident jurisdiction or when incidents cross political jurisdictions. Agencies work together through the designated members of the Unified Command to establish their designated Incident Commanders at a single ICP and to establish a common set of objectives and strategies and a single Incident Action Plan.

[Signature page to follow]

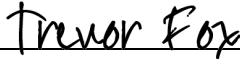
This MOU involves no exchange of funds between the parties. Further, nothing shall be considered as obligating the SERVICE to expend funds or otherwise obligate the SERVICE for the future payment of money in excess of appropriations authorized by law and administratively allocated for the activities associated with this MOU.

The parties hereto have executed this Memorandum of Understanding by and through their authorized representatives on the day and year last written below.




Cynthia D. Reents, City Manager
City of Richland/RFD

September 2, 2020
Date



Trevor Fox, Project Leader
Central Washington National Wildlife Refuge Complex
(Acting) Mid-Columbia River National Wildlife Refuge Complex

August 26, 2020
Date



Frank Lee, Division Chief
USFWS R1/R8 Contracting and General Services

September 2, 2020
Date

Exhibit A

PRINCIPAL CONTACT LIST AND BILLING OFFICIAL LIST			
NAME	TITLE	OFFICE	CELL
John Janak	Fire Management Officer 64 Maple Street Burbank, WA 99323	509-546-8066	509-378-5391
Trish Auchmoody	Billing Department 1000 George Washington Way Richland, WA 99352	509-942-7792	
Cynthia D. Reents	City Manager 625 Swift Blvd Richland, WA 99352	509-942-7308	
Veronika Klukas	U.S. Fish and Wildlife Service Fire Business Specialist	503-231-6174	307-250-5684
Heather Leopard	U.S. Fish and Wildlife Service Administrative Officer	509-546-8306	