

RECIPROCAL FIRE PROTECTION AGREEMENT
BETWEEN THE
DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT
SPOKANE DISTRICT
AND THE
City of Richland

This Agreement is made and entered into by and between the DOI Bureau of Land Management, Spokane District (hereinafter referred to as the BLM) and the City of Richland (hereinafter referred to as the DEPARTMENT/DISTRICT) under the authority and provisions of the Reciprocal Fire Protection Act of May 27, 1955 (42 USC 1856a), and the Robert T. Stafford Disaster Relief and Emergency Assistance Act (P.L. 93-288).

I. PURPOSE

The purpose of this Agreement is to provide for joint participation, mutual aid, and cooperation in support of the suppression of wildland fires, other non-wildland fire incidents, and operations during Stafford Act disasters.

II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS

The BLM has the responsibility for preparedness, prevention, protection, and suppression of wildland fires on BLM administered lands and on adjacent or intermingled Federal, State and private lands as identified through written Agreements, Memoranda of Understanding and Operating Plans.

The DEPARTMENT/DISTRICT has the responsibility for preparedness, prevention, protection, and suppression of wildland, structure and other non-wildland incidents within the established fire DEPARTMENT/DISTRICT. Additionally, the DEPARTMENT/DISTRICT maintains fire protection facilities in the vicinity of BLM property.

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.

It is also to the benefit of all federal, state and local agencies to coordinate assistance and operations during Stafford Act disasters under the National Response Plan (NRP). This documents the commitment of the parties to provide cooperation, resources, and support to the Secretary of Homeland Security in the implementation of the NRP, as appropriate and consistent with their own authorities and responsibilities.

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III. GENERAL PROVISIONS

1. Refer to Appendix I for DEFINITIONS.
2. OPERATING PLANS. The parties agree that prior to implementation of this Agreement to jointly establish an Operating Plan that shall be attached to and become a part of this Agreement.

The Operating plan MUST include signatures from all parties, reimbursement rates, dispatching, initial attack, communications, aviation, and billing procedures. The Operating Plan may include a list of individuals and qualifications and any vehicles that will be covered under this Agreement and any other items identified in this Agreement as necessary for efficient implementation. All parties will meet prior to the initiation of fire season each year to review and update the Operating Plan as necessary.

3. TRAINING. Each party will inform the other of applicable cross training opportunities for personnel.
4. FIRE PROTECTION. As deemed appropriate, the parties will establish initial attack areas for lands of intermingled or adjoining protection responsibilities. Within such areas the SUPPORTING party, may take initial attack action in support of the PROTECTING party.
5. ASSISTANCE. Outside initial attack areas, when requested by the PROTECTING party, the SUPPORTING party when capable may assist with initial attack or other support on wildland fires. There may be situations when additional support personnel is necessary for mobilization for the SUPPORTING party and that need may be filled by personnel available to the DEPARTMENT/DISTRICT. When this situation arises, resources will be mobilized via the process outlined in the Operating Plan.
6. NOTIFICATIONS. Each party will promptly notify the PROTECTING party of fires burning on or threatening lands in their designated area of protection responsibility. When action is taken, the SUPPORTING party will notify the PROTECTING party in accordance with the Operating Plan as soon as possible of the equipment and personnel dispatched to the incident location.
7. COST SHARING. On multi-jurisdictional incidents and incidents which threaten or burn across direct protection boundaries, the parties will jointly establish a written cost share agreement which describe a fair and reasonable distribution of financial responsibilities.
8. COMMUNICATON SYSTEMS. The Parties agree to share the use of communication systems, radios and radio frequencies in the execution of this Agreement. Sharing of frequencies must be approved only by the authorized personnel for each party as identified in the Operating Plan.

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9. DETERMINATION OF CAUSE AND PRESERVATION OF EVIDENCE. Parties will attempt to protect the fire's point of origin to include evidence pertaining to the cause of the fire.
10. BILLING PROCEDURES. The SUPPORTING party will bill the PROTECTING party for the reimbursable costs incurred to provide assistance to the PROTECTING party. Allowable reimbursable costs will be identified in the Operating Plan.

Reimbursable costs shall include costs from the point of mobilization, transportation, salary for actual hours worked (to include all hours regularly scheduled at their home agency for personnel assigned to an incident), benefits, overtime premiums, per diem, and travel to the point of demobilization of the member(s) deployed.

The costs of "backfilling" employees, as defined in Appendix I of this Agreement, into local home unit positions for personnel that have been mobilized to incidents is authorized and reimbursable.

The SUPPORTING party shall submit a bill within 120 days from the date of the incident. Bills will be identified by incident name, location, and incident number with adequate documentation supporting the billed costs. Adequate documentation includes applicable resource orders, supply orders, cost share agreements, transaction statements (or equivalent), and emergency fire time reports.

The DEPARTMENT/DISTRICT shall send billings to the following address:

DOI-BLM Spokane District Fire
Attn: Fire Business
1103 N. Fancher Rd.
Spokane Valley, WA 99021

11. DUNS NUMBER (5/04): The DEPARTMENT/DISTRICT shall furnish their DUNS number upon execution of this instrument. The DUNS number may be obtained 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.
12. ELECTRONIC FUNDS TRANSFER (EFT) (5/04): The DEPARTMENT/DISTRICT 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.

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3. The payment recipient has a physical or mental disability, a geographic, language, or literacy barrier.

In order to receive EFT payments, the DEPARTMENT/DISTRICT shall register in the System for Award Management (SAM). You may register at www.sam.gov. Follow the instructions provided on the website. For assistance, contact the SAM Federal Service Desk at 866-606-8220 between Monday and Friday, 8 am to 8 pm ET.

13. NONDISCRIMINATION. The DEPARTMENT/DISTRICT shall comply with all Federal statutes related 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 Interior 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.) USDI 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."***

To file a complaint of discrimination, submit a written, signed, and dated complaint no later than 180 days from the date of the alleged discrimination to the Director, Office of Civil Rights, U.S. Department of the Interior, 1849 C Street NW, MS# 5230, Washington DC 20240. The complaint should include the name, address, zip code, and telephone number; the name and address of the alleged discriminatory official(s) and/or public entity; the nature of the complaint, the basis of the complaint (race, color, national origin, gender, age, sex and/or disability), and the date the alleged discrimination occurred.

14. Liabilities/Waivers. Each party waives all claims against every other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this agreement unless gross negligence on any part of any party is determined.

This provision shall not relieve any Party from responsibility for claims of third parties for losses for which the Party is otherwise legally liable.

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15. PRINCIPAL CONTACTS. The principal contacts for this Agreement are:

BLM Contact
 Lonnie Newton
 Fire Management Officer
 DOI-BLM Spokane District
 1103 N. Fancher
 Spokane Valley, WA 99212
 Phone: 208-501-4019
 E-Mail: lnewton@blm.gov

Fire Department Contact
 Tom Huntington
 Fire Chief
 City of Richland
 625 Swift Blvd. MS-16
 Richland, WA 99352
 Phone: 509-942-7795
 E-mail: thuntington@ci.richland.wa.us


16. MODIFICATION. Modifications within the scope of the Agreement shall be made by mutual consent of the parties in writing, prior to any changes being performed. The BLM is not obligated to fund any changes not approved in advance.

17. COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of the last signature and is effective through 1/31/2027 at which time it will expire unless extended.

Any party shall have the right to terminate this Agreement with 90-days advanced written notice to the other party.

18. AUTHORIZED REPRESENTATIVES. Signatories to this Agreement shall be authorized to act on behalf of their respective party.

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

<u>Lonnie Newton</u>	August 12, 2022		August 15, 2022
Lonnie Newton, FMO	DATE	Jon Amundson, City Manager	DATE
DOI-BLM Spokane District		City of Richland	

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Appendix I DEFINITIONS

- **BACKFILL.** The additional costs (as outlined in the Operating Plan) to provide coverage for an individual that has been mobilized such as the overtime premium or out of class premium.
- **DIRECT COSTS.** Costs directly related to the suppression effort. These costs do not include dispatch or other administrative costs.
- **FIRE PREVENTION.** Activities directed at reducing the number of person-caused fires, including public education, law enforcement, dissemination of information, and the reduction of hazards.
- **FIRE PROTECTION.** The term fire protection includes personal services and equipment required for fire prevention, the protection of life and property from fire, firefighting, and emergency services, including basic medical support, basic and advanced life support, hazardous material containment and confinement, and special rescue events involving vehicular and water mishaps, and trench, building, and confined space extractions.
- **JURISDICTIONAL PARTY.** The party which has overall land and resource management and/or protection responsibility as provided by law.
- **PROTECTING PARTY.** The party responsible for providing direct fire protection in a given area pursuant to this Agreement.
- **RECIPROCAL FIRE PROTECTION.** Specific fire protection services furnished by one party to the other on a reimbursable basis pursuant to the Annual Operating Plan.
- **SUPPLEMENTAL FIRE DEPARTMENT RESOURCES.** Overhead tied to a local fire department who are mobilized primarily for response to incidents/wildland fires outside of their district or mutual aid zone.
- **SUPPORTING PARTY.** A party providing suppression assistance or other support and resources to the Protecting Party.
- **SUPPRESSION.** All work of confining and extinguishing a fire beginning with its discovery.

RESOLUTION NO. 2022-83

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING AN INTERAGENCY AGREEMENT FOR
WILDFIRE EMERGENCY RESPONSE AND REIMBURSEMENT
BETWEEN RICHLAND FIRE & EMERGENCY SERVICES AND
THE UNITED STATES DEPARTMENT OF INTERIOR – BUREAU
OF LAND MANAGEMENT, SPOKANE DISTRICT.**

WHEREAS, the purpose of the Interlocal Cooperation Act is to permit local governmental organizations to make the most efficient use of their resources by enabling cooperation with other government agencies on the basis of mutual advantage, thereby providing services and organizing facilities in a manner which best fits with geographic, economic, population, and other factors that influence the needs and development of local communities; and

WHEREAS, the City of Richland (“Richland”) and the U.S. Department of Interior – Bureau of Land Management, Spokane District (the “Bureau”) have determined that it would be in the best interests of the citizens, and of mutual benefit to the delivery of emergency services to both agencies, if in some circumstances the services of one fire agency is extended outside the corporate limits of that city or district into another; and

WHEREAS, Richland and the Bureau desire to enter into an Interagency Agreement wherein, under some circumstances, Richland Fire & Emergency Services will be reimbursed, according to the agreement, for responding to an emergency incident within the fire protection boundaries of the Bureau.

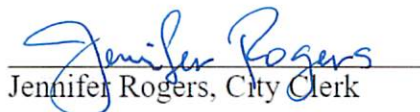
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute an interagency agreement for wildfire emergency response and reimbursement between Richland Fire & Emergency Services and the United States Department of Interior – Bureau of Land Management, Spokane District.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

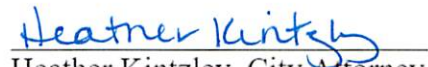
ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 7th day of June, 2022.


Michael Alvarez, Mayor

Attest:


Jennifer Rogers, City Clerk

Approved as to Form:


Heather Kintzley, City Attorney