

Agreement Number:  
Contract No. 379-24

## COOPERATIVE FIRE PROTECTION AGREEMENT

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 COMPLEX

This Cooperative Fire Protection Agreement (CFPA) is made and entered into and between the U.S. Fish and Wildlife Service, Central Washington and Mid-Columbia River National Wildlife Refuge Complexes, herein referred to as SERVICE and The City or Richland on behalf of the Richland Fire & Emergency Services Department, herein referred to as DEPARTMENT, and 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.

This agreement supersedes all current agreements of the same nature between the SERVICE and DEPARTMENT.

### I. AUTHORITIES

The SERVICE has entered into this CFPA under the following authorities;

- Reciprocal Fire Protection Act of May 27<sup>th</sup>, 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;
- Department of the Interior and Related Agencies Appropriations Act, 1999 as included in Public law 105-277, Div. A, Section 101(e).

### II. PURPOSE

The purpose of this agreement is to coordinate and provide cooperative fire protection between the SERVICE and DEPARTMENT, to suppress wildland fires more efficiently and effectively from damaging natural resource values managed by the SERVICE. This CFPA is consistent with the existing Master Cooperative Fire Protection Agreement (FWS agreement #: FF01R03000-19X-L016), 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 DEPARTMENT not otherwise specified under the terms of the Master Cooperative Fire Protection Agreement. Nothing herein shall be considered

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as obligating either party to expend or as involving either party in any contract or other obligation other than reimbursement for wildland fire suppression beyond reciprocal period identified in this document.

### III. RECITALS

Whereas, both 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, DEPARTMENT can provide wildland fire initial attack capability to support and supplement the SERVICE's and other fire protection cooperator's resources;

Whereas, DEPARTMENT can provide equipment and overhead for wildland fire suppression activities within DEPARTMENT'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 to 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 CFPA.

### IV. STATEMENT OF MUTUAL BENEFITS AND INTERESTS

#### The SERVICE shall:

- A. Reimbursement to DEPARTMENT 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. Reimbursable costs will be based off of actual costs to the DEPARTMENT.
- B. Reimburse DEPARTMENT under the provisions within this CFPA no less frequently than every 30 days. Reimbursement will be based on actual costs to the DEPARTMENT.

#### The DEPARTMENT 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 state/private lands. Reimbursable costs will be based off actual costs to the SERVICE.

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- 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 DEPARTMENT's responding jurisdiction.
- C. Follow all wildland fire suppression tactics addressed in the SERVICE's Wildland Fire Management Plan specific to the location of the fire.
- D. Report wildland fires within 48 hours to the Principal Contacts (**Error! Reference source not found.**) for the SERVICE upon discovering or receiving reports of wildland fire on SERVICE lands.
- E. Forward the necessary wildland fire report data to the responsible SERVICE representative identified in the Principal Contact list (**Error! Reference source not found.**) when DEPARTMENT suppresses wildland fires burning wholly or in part on SERVICE lands.
- F. Dispatch only personnel who meet or exceed the minimum training requirements of the DEPARTMENT when responding pursuant to this CFPA.

**Both the SERVICE and DEPARTMENT shall:**

- A. Provide annually a 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 principal contacts (**Error! Reference source not found.**).
- B. 42 U.S. Code, 1856a – Authority to enter into reciprocal agreement; waiver of claims; reimbursement; ratification of prior agreements. Parties to the Agreement, and each Party 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, 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, fuses, 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 agreement will comply with the U.S. Fish and Wildlife Service Fire Management Policies. Policies include, but are not limited to; implementing fire management plans, promoting human safety as well as reducing hazardous conditions,

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conserving wildlife and its habitat, minimizing air and water 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. 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 CFPA.
- G. Be responsible for operating, servicing, repairing and replacing their own equipment, except as agreed upon in writing by both parties in advance.
- H. Know that regardless of an incident's location, employees of the DEPARTMENT 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 CFPA except as specifically provided for under the terms of his or her employment with respective employer.

## **V. GENERAL PROVISIONS**

- A. Neither party shall be required to incur expenses under the terms of this CFPA, except as necessary to effectively implement this CFPA.
- 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 actual 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. The cost of "backfilling" local fire service employees into home unit positions for shift personnel that have been mobilized to incidents is accepted with the intent to make the local fire district whole. The reimbursed hours will be for base hours only, no overtime. All backfill hours should be documented and signed.

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- D. Parties shall provide (upon request) any maps, documents, instructions, and law enforcement reports which either party considers necessary to conduct work associated with this CFPA.
- E. 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. Operating Plan (OP), the parties will meet annually, prior to the initiation of fire season, to prepare/review an OP. This OP will include lists of principal personnel, dispatching procedures, and any other items identified in this CFPA as necessary for efficient implementation will be included in the OP. The OP shall be related to this CFPA as Exhibit B. Changes made to the OP do not constitute a modification of this CFPA. New signatures on the OP are required only if changes were made to the OP.
- G. Both 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 on the basis of sex.
- H. Either Party shall have the right to obtain access to examine all documents related to this CFPA. Reasonable notice must be given to the other party through their authorized representatives.
- I. 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.
- J. Modification of this CFPA shall be made by mutual consent of both parties through the issuance of a written modification that is signed and dated by both parties prior to any changes being performed or taking effect.
- K. Either party may terminate this CFPA by providing 30 days written notice to the other. Unless terminated by written notice, this CFPA shall remain in effect for five years from the date of the last signature.
- L. The parties certify that the person executing this CFPA on behalf of its respective entity has the legal authority to enter into this CFPA.

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## VI. REIMBURSEMENT AUTHORITY

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

**Waiver of Claims:** Parties to the 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 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 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, fuses, hose, etc.). This provision pertains to claims between the respective state and federal agencies and does not pertain to claims advanced by third Parties.

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 Protection 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.

## VII. REIMBURSEMENT 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 be supported by resource orders for all resources and may be requested upon reconciliation of the bill. 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 supervisor and an equipment invoice. The OF-286 form (Emergency Equipment Use Invoice) is the desired format.

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- 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 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. Submit Service reimbursement request documents to:
- U.S. Fish and Wildlife Service  
64 Maple Street  
Burbank, WA 99323  
ATTN: Fire Management
- G. Submit DEPARTMENT reimbursement request documents to:
- City of Richland, Fire & Emergency Services Department  
625 Swift Blvd  
Richland, WA 99354  
ATTN: Fire Chief

#### **VIII. FIRE SUPPRESSION INVOICE REQUIREMENTS:**

- List jurisdictional unit on each invoice/bill
- Cooperator name, address, phone number, and agency financial contact
- Department's UEI number
- Invoice or bill number
- Agreement number
- Incident name and number
- Resource Order Number(s)
- 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):** District 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.

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In order to receive EFT payments, the District or Department shall register in the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov) and follow the instructions online 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 TBD 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 that 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. Agency which has 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 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.




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- J. Multijurisdictional 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.

This CFPA 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 CFPA, Antideficiency Act, P.L.97-258, 96 Stat 923.

The parties hereto have executed this Cooperative Fire Protection Agreement by and through their authorized representatives on the day and year last written below.

  
 \_\_\_\_\_  
 Jon Amundson, City Manager  
 City of Richland

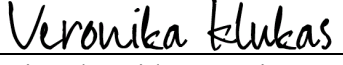
September 17, 2024  
Date

  
 \_\_\_\_\_  
 Project Leader  
 Central Washington National Wildlife Refuge Complex

September 17, 2024  
Date

  
 \_\_\_\_\_  
 Project Leader  
 Mid-Columbia River National Wildlife Refuge Complex

September 17, 2024  
Date

  
 \_\_\_\_\_  
 Regional Incident Business Specialist  
 U.S. Fish and Wildlife Service, Region 1

September 17, 2024  
Date

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## OPERATING PLAN

### PREAMBLE

This Operating Plan (OP) is prepared pursuant to the Cooperative Fire Protection Agreement (CFPA) between the following parties: US Fish and Wildlife Service, Central Washington and Mid-Columbia River National Wildlife Refuge Complexes, hereafter referred to as SERVICE, and Richland Fire & Emergency Services, hereafter referred to as DEPARTMENT. Authorities written within the existing CFPA still apply. The objective of the OP is to define cooperative relations otherwise not discussed in the CFPA.

### INTERAGENCY COOPERATION

**Interagency Resources:** The parties follow the procedures listed in the Wildland Fire Qualification System Guide PMS 310-1 for training, fitness, and experience standards. The parties operate under the concepts defined in the National Incident Management System (NIMS) using the Incident Command System (ICS) for the management of incidents. The parties will assign only currently qualified personnel and equipment to incidents managed under this agreement.

### PREPAREDNESS

**Protection Areas and Boundaries:** This OP covers the SERVICE lands in the Lower Columbia Basin of Washington State and SERVICE lands located near the towns of Toppenish, Washington and Glenwood, Washington. Refer to the attached map-designating boundary lines as described in Appendix B.

**Protection Planning:** Although the SERVICE has jurisdictional responsibility, the SERVICE initial response resources are located at the McNary National Wildlife Refuge in Burbank, WA. Often, the SERVICE relies upon support resources from DEPARTMENT during Wildland fire incidents. By law, the SERVICE will have the ultimate responsibility for the overall land management, including wildland fire suppression. Even entering into this protection exchange agreement, they must determine appropriate response levels and overall strategies for initial and extended attack.

**Acquisition of Services:** The SERVICE may request cooperative fire protection by DEPARTMENT on Refuge lands. The DEPARTMENT can acquire support from the SERVICE by placing a resource order request through the Central Washington Interagency Communication Center or calling the Mid-Columbia River Fire Zone Duty Officer phone (see Appendix A for contact information).

### OPERATIONS

**Fire Notifications:** The SERVICE expects prompt notification of wildfires not only on refuge lands but also those wildfires that threaten Refuge lands. Notification should be placed to one of the staff members listed in Appendix A, the Mid-Columbia River Fire Zone Duty Officer phone, or placed to Central Washington Interagency Communication Center who will contact the SERVICE Duty Officer. The phone numbers for the SERVICE staff members, the Mid-Columbia River Fire Zone Duty Office phone, and Central Washington Interagency Communication Center are listed in Appendix A.

**Contacts.** Refer to the contact list in Appendix A. These contacts are to be notified of wildfires occurring on lands pertaining to this CFPA.

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**Equipment:** The SERVICE and DEPARTMENT certify that equipment is routinely inspected and fully ready to respond in a fully functional fashion. Each party can request the other's equipment to be inspected for readiness.

**Incident Command (IC):** Highest ranking staff member will designate jointly, if necessary, an incident commander who will take charge of incident operations according to NIMS.

**Changes in complexity:** When a fire crosses jurisdictional boundary, or when the results of a standard complexity analysis suggest considering the next level of incident management, or when a fire is not expected to be contained before the end of the first full operational period, the IC should assess the change in complexity and consider requesting a new delegation of authority from the jurisdictional agency.

**Land Management Considerations:** This agreement applies to areas within the jurisdiction of each district or department and does not obligate the district to respond beyond the district or department boundaries.

#### USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

**Communications:** A Non-Federal Government Radio Frequency Use Agreement exists between the SERVICE and the District. Each party to this agreement will identify specific radio frequencies, computer system access, data transmission lines, communication sites, and communications equipment shared between Parties. (Frequencies, medivacs, for statewide.) Access to systems and facilities will be approved only by agency authorized personnel and in accordance with agency laws, regulations, and policies governing security of systems and facilities.

**Dispatch Procedures:** Any party to this agreement can request assistance from another party. Requests for SERVICE support should be placed with Central Washington Interagency Communication Center. SERVICE will request assistance through DEPARTMENT's Fire Dispatch.

**Fire Detection Systems:** The parties do not operate nor maintain a detection system. Most reports of fire ignition occur through notification from the public through 911 emergency calls.

**Aviation Operations:** SERVICE cannot direct nor pay for aircraft that are not under contract through the Office of Aircraft Services. Use of aircraft ordered by DEPARTMENT is not reimbursable. On federal fires, aviation operations must comply with DOI Departmental Manual 350-354 and Operational Procedures Memorandums, and the DOI Bureau or Agency specific policies.

#### **Billing Procedures:**

Reimbursement resources must be requested by the SERVICE or supplied through established dispatch systems and should be documented on the subsequent Resource Ordering process.

#### **Fire Suppression Billings:**

- List jurisdictional unit
- Cooperator name, address, phone number, and agency financial contact
- Invoice or bill number
- UEI 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

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information of 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. All resource orders will be required.

- Know that in order to make payments for equipment ordered by an incident management team, billing packages must include: Pre-use equipment inspection (OF-296), resource order, the agreement used at the time of hire, copies of the shift tickets (OF-297) and the official signed invoice (OF-286)

**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 Department shall register in the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov) and follow the instructions online 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 SERVICE 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.

SIGNATURES

The party's hereto have executed this Operating Plan by and through their authorized representatives on the day and year last written below.

Trina Stalock  
Project Leader  
Central Washington NWRC

Date: September 17, 2024

Steve Kahl  
Project Leader  
Mid-Columbia River NWRC

Date: September 17, 2024

Thomas E Huntington  
Chief

Date: September 17, 2024

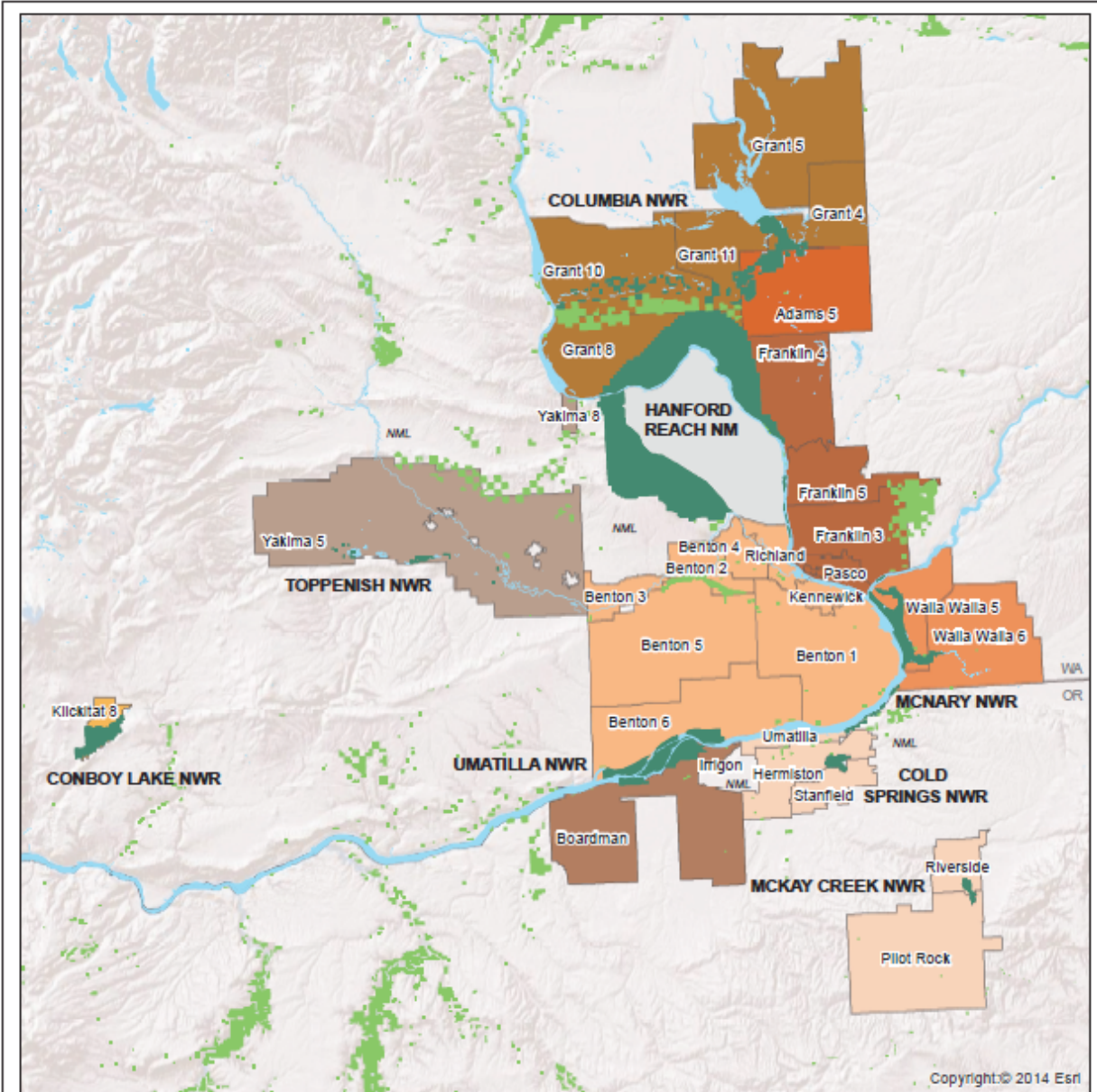
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Appendix A.

**Principal Contacts**

<b>PRINCIPAL CONTACT LIST</b>			
<b>NAME</b>	<b>TITLE</b>	<b>OFFICE</b>	<b>CELL</b>
Bruce Jackson	Fire Management Officer		509-378-0281
Paul Basye	Fire Operations		509-412-4043
	Mid-Columbia River Fire Zone Duty Officer Phone (can receive phone calls and text messages)		509-416-6231
	Central Washington Interagency Communication Center (CWICC)	509-884-34739	
	CWICC After Hours Phone Number	1-800-826-3383	

Appendix B.

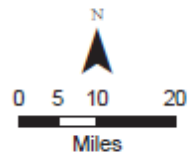


**Mid-Columbia River NWRC Adjacent Fire Districts**



**Legend**

- |                       |                    |                                  |
|-----------------------|--------------------|----------------------------------|
| <b>Fire Districts</b> | Klickitat County   | U.S. Fish and Wildlife Service   |
| Adams County          | Morrow County      | Bureau of Land Management        |
| Benton County         | Umatilla County    | <b>NML</b> "No Man's Land" Areas |
| Franklin County       | Walla Walla County |                                  |
| Grant County          | Yakima County      |                                  |



**RESOLUTION NO. 2024-107**

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,  
AUTHORIZING AN INTERAGENCY AGREEMENT WITH THE  
UNITED STATES DEPARTMENT OF FISH AND WILDLIFE FOR  
WILDFIRE EMERGENCY RESPONSE AND REIMBURSEMENT.**

**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 and the United States Department of Fish and Wildlife 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 the city or district into another; and

**WHEREAS**, the City and U.S. Department of Fish and Wildlife 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 U.S. Department of Fish and Wildlife; and

**WHEREAS**, the proposed agreement does not require Richland Fire & Emergency Services to provide a fire response, but instead gives Richland the option to send resources to a fire within the U.S. Department of Fish and Wildlife’s jurisdiction and receive reimbursement for doing so.

**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 with the United States Department of Fish and Wildlife.

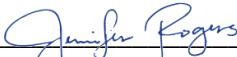
**BE IT FURTHER RESOLVED** that this Resolution shall take effect immediately.

**BE IT FURTHER RESOLVED** that Resolution No. 2024-91 is hereby repealed.

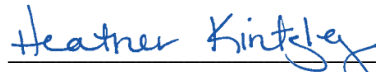
**ADOPTED** by the City Council of the City of Richland, Washington, at a regular meeting on the 20<sup>th</sup> day of August, 2024.

  
\_\_\_\_\_  
Theresa Richardson, Mayor

Attest:

  
\_\_\_\_\_  
Jennifer Rogers, City Clerk

Approved as to Form:

  
\_\_\_\_\_  
Heather Kintzley, City Attorney