

COOPERATIVE FIRE PROTECTION AGREEMENT

13580 – 9 – J138

Contract No.91-09

COOPERATIVE AGREEMENT

13580 – 9 – J138

Between

**UNITED STATES DEPARTMENT OF INTERIOR,
UNITED STATES FISH AND WILDLIFE SERVICE,
MID-COLUMBIA RIVER NATIONAL WILDLIFE REFUGE COMPLEX**

and

BENTON COUNTY FIRE PROTECTION DISTRICTS 1, 2, 3, and 4

and

BENTON COUNTY EMERGENCY SERVICES

and

KENNEWICK FIRE DEPARTMENT

and

KENNEWICK FIRE DEPARTMENT

and

RICHLAND FIRE DEPARTMENT

and

CITY OF PASCO FIRE DEPARTMENT

June 09

COOPERATIVE FIRE PROTECTION AGREEMENT

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THIS COOPERATIVE FIRE PROTECTION AGREEMENT, is entered into by the United States Department of The Interior, United States Fish and Wildlife Service, Mid-Columbia River National Wildlife Refuge Complex, hereinafter referred to as the SERVICE, and Benton County Fire Protection Districts 1, 2, 3, 4, and the Richland, Kennewick and City of Pasco Fire Departments and Benton County Emergency Services hereinafter referred to as AGENCIES, under the authority and provisions of the Reciprocal Fire Act of May 27, 1955 (42 USC 1856) and the Granger-Thye Act of April 24, 1950 (16 USC 572).

I. PURPOSE:

The purpose of this Agreement is to provide for cooperation in the suppression of wildland fires within the protection areas of parties signatory to this Agreement.

This Agreement provides for cooperation only in wildland fire management suppression activities and prescribed fire use. The SERVICE shall not respond to structure fires, vehicle fires, traffic accidents or other incident that are the jurisdictional responsibility of the AGENCIES. The SERVICE may, as available, respond to such incidents when adjacent wildlands covered under this agreement are threatened by fire from such incidents.

Assistance will only be provided when the resources are available and can be committed without severely impacting either party's ability to protect its own jurisdiction.

II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS

The SERVICE has the responsibility for control and suppression of wildland fires on US Fish and Wildlife administered lands.

The AGENCIES have the responsibility for control and suppression of both structure and wildland fires and incidents as defined by statute within the established fire protection districts or municipalities. These structures and lands protected by the SERVICE/ AGENCIES are intermingled or in the vicinity of lands protected by the SERVICE/ AGENCIES.

Therefore it is mutually advantageous and in the public interest for the parties to coordinate their efforts in the suppression of wildfires in or adjacent to their areas of responsibilities. This agreement will provide for rapid and aggressive response by SERVICE/ AGENCIES, as it will provide the framework and understanding of one another's roles, during mutual support events, in advance, allowing both the SERVICE and AGENCIES to concentrate on suppression efforts.

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III. DEFINITIONS:

BOUNDARY LINE FIRES. Fires that burn on adjoining lands of both parties or threaten to burn across fire protection boundaries. These include those situations where the actual location of the fire protection boundary is uncertain.

PROTECTING PARTY. The party responsible for providing direct fire protection in a given jurisdiction.

ASSISTING AGENCY. A party providing suppression assistance or other support and resources to the Protecting Party.

JURISDICTIONAL PARTY. The party having overall land and resource management and/or protection responsibility as provided by law.

COOPERATIVE FIRE PROTECTION. Specific fire protection services furnished by one party to the other on a reimbursable basis pursuant to the Annual Operating Plan.

DIRECT COSTS. Costs directly related to the suppression effort. These costs do not include dispatch and other administrative costs.

OVERHEAD COSTS. Costs not directly chargeable to suppression efforts, but which are part of the overall costs of operations. SERVICE overhead costs are chargeable at the current SERVICE overhead rate.

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.

SUPPRESSION. All work of confining and extinguishing a fire beginning with its detection.

IV. GENERAL PROVISIONS:

1. **ANNUAL OPERATING PLAN.** The parties will meet annually, prior to the initiation of fire season to prepare/review an Annual Operating Plan (AOP). The AOP will include any items identified in this Agreement necessary for efficient implementation. This AOP shall become attached to and made a part of this Agreement.
2. **PROTECTING PARTY.** The PROTECTING PARTY is responsible for providing direct fire protection in a given area pursuant to this Agreement.

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3. ASSISTING AGENCY. The ASSISTING AGENCY is responsible for providing suppression assistance or other support and resources to the PROTECTING PARTY.
4. JURISDICTIONAL PARTY. The JURISDICTIONAL PARTY has the overall land and resource management and/or protection responsibility as provided by law.
5. 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.
6. BOUNDARY FIRES. Boundary line fires will be the initial attack responsibility of the Protecting Party(s) on either side of the boundary. Neither party will assume the other is aware of the fire, or is taking action. Either party may aggressively suppress the fire in whatever means they determine to be appropriate without delay.
7. COST SHARING. On multi-jurisdictional incidents and incidents which threaten or burn across direct protection boundaries, the parties will jointly develop a written cost share agreement which describes a fair distribution of financial responsibilities for resources assigned beyond the agreed to reciprocal period. The parties agree, that all reasonable and necessary costs incurred to meet the protection responsibilities within each parties direct protection area will be the responsibility of the jurisdictional party after the agreed to reciprocal period. Any additional costs or concerns beyond those covered in this agreement should be documented on a supplemental agreement form.
8. COMMUNICATIONS 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 are documented in the Annual Operating Plan, Dispatch Procedures.
9. DETERMINATION OF CAUSE AND PRESERVATION OF EVIDENCE. Parties will attempt to protect point of origin of the fire and evidence pertaining to the fire scene.
10. TRAINING. The parties to this agreement will cooperate to ensure that training needs are met to provide safe and effective fire management programs. The intent is to champion high quality training, to minimize training costs by sharing resources, and to standardize training.
11. BILLING PROCEDURES. The SUPPORTING party will bill the PROTECTING party for actual costs incurred for assistance provided for all resources assigned beyond the agreed reciprocal period and identified as reimbursable. Reimbursable

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costs include all costs associated with the direct fire operations for the incident (except as otherwise described in independent action situations).

AGENCIES equipment rates and conditions of use for the equipment will be based on the current rates for the Washington State Fire Marshal Standardized Cost Schedule. AGENCIES personnel rates will be based on AGENCIES collective bargaining agreement. Career and Non-Career SERVICE personnel rates will be used on general schedule (GS), wage grade (WG), administratively determined (AD), GSA per diem rates and associated rules. Time in travel status will also be reimbursed in accordance with AGENCIES/SERVICE regulations. Per Diem, if provided will be paid in accordance with AGENCIES/SERVICE regulations.

Payment rates for apparatus and equipment for AGENCIES and SERVICE will be based on the current applicable rates contained in the Washington State Fire Marshal Standardized Cost Schedule. The hourly rates are wet rates, payable for hours worked plus travel to and from the incident. No indirect charges are provided for.

SUPPORTING party shall submit a bill within 120 days of the incident.

Bills will be identified by fire name, location, and incident number and will be supported by adequate documentation, including any applicable cost share agreements. Billings for fire suppression assistance will not include administrative overhead.

Billing Addresses:

US Fish and Wildlife Service
Mid-Columbia River National Wildlife Refuge Complex
64 Maple Street
Burbank, WA 99323
Attention: Procurement

Benton County Fire Protection Districts 1, 2, and 4.
Kennewick Fire Department
Richland Fire Department
Benton County Emergency Services
Fire Administrative Center
8656 W. Gage Blvd - Suite 302
Kennewick, WA 99336-7145

Benton County Fire Protection District 3
1200 Grant Ave.
Prosser, WA 99350

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City of Pasco Fire Department
P.O. Box 293
Pasco, Washington 99301

All bills will have a payment due date 30 days upon receipt by the AGENCIES or SERVICE.

Contested billings: Written notice that a bill is contested will be mailed to the appropriate billing AGENCIES or the SERVICE within 30 days of issuance of the final bill and will fully explain the contested items. Contested items will be resolved not later than 60 days following receipt of the written notice. The uncontested portion of the bill will be paid and a new bill be issued for the contested amount if determined due and payable.

12. RECIPROCAL FIRE PROTECTION. This is not a reciprocal fire protection agreement. This agreement establishes Cooperative Fire Protection, full payment to the AGENCIES/SERVICE for suppression actions taken to suppress fires on the National Wildlife Refuge Complex or Fire District jurisdictions.
13. REIMBURSABLE WORK. Fire Suppression on the National Wildlife Refuge and in the AGENCIES protection areas is furnished as a chargeable cooperative fire protection service.
14. REQUESTED ASSISTANCE. When requested, the Supporting Party will, within their capability and availability, provide initial action or other support on wildfires or prescribed fires.
15. 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. Employees of the AGENCIES will remain employees of their respective agencies without regard to land ownership or jurisdictional responsibility. Employees of the AGENCIES although working on Federal lands, will not be considered Federal employees within the meaning of laws administered by the U.S. Office of Personnel Management and will not have Federal employee status.
16. CLAIMS. Claims for damage will be processed as determined by applicable Federal law. AGENCIES employees acting under the terms of this Agreement are not considered Federal employees and are not covered under the Federal Tort Claims Act.

Unless otherwise provided, each party assumes sole responsibility for any liability arising out of the party's activities under this instrument, both as to each other and as to any third parties, to the limits allowed by applicable law.

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17. 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.
18. FUNDING LIMITATIONS. 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.
19. CIVIL RIGHTS. The parties shall comply with all State and Federal statutes relating to nondiscrimination.
20. NATIONAL INCIDENT MANAGEMENT SYSTEM. On all Type II and I fires, the parties to this agreement will operate under the concepts defined in the National Incident Management System (NIMS) including: Incident Command System (ICS), qualifications system, training system, the management of publications, and participate in the review, exchange, and transfer of technology as appropriate for providing qualified resources.
21. LAW ENFORCEMENT AND PREVENTION. Fire prevention and 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 the actual court prosecutions to the fullest extent possible.
22. EQUIPMENT. Equipment owned and used by either party to suppress fires in lands for which the other is responsible shall normally be operated, serviced, and repaired by the owning agency. Exceptions to this practice, where needed, shall be agreed to in writing by both parties.
23. 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 State Department of Interior Office of Aviation Services inspector prior to SERVICE work.
24. FEDERAL EMPLOYMENT COMPENSATION ACT. Any service performed hereunder by any officer or employee of the United States or any member of any Armed Forces of the United States shall constitute service rendered in the line of duty in such office, employment, or force. The performance of such service by any other individual shall not constitute such individual an officer or employee of the United States for the purposes of the Federal Employment Compensation Act, as amended.
25. WAIVER OF CLAIMS AGAINST PARTIES. The parties signatory to this Agreement hereby waive all claims between and against each other.

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26. NONDISCRIMINATION. The parties shall comply with all Federal statutes relating 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 IV of the Civil Rights Act of 1964 (§@ 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.
27. INCIDENT COMMANDER. When a wildfire is burning on or near lands of both parties, the officer in charge who arrives first will act as the Incident Commander. When both parties have arrived the officers in charge for each party will mutually agree to the designation of the Incident Commander or agree to operate under Unified Command.
28. INDEPENDENT ACTION. Except as other wise described in the AOP, any party on its own initiative and without reimbursement may go upon the lands protected by another party to suppress wildfires, if the fire is a threat to property within the parties 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 report within 10 days, if requested.

If the SERVICE orders the SEAT during an independent action event, they do so at their own expense whether or not the fire is on the SERVICE or AGENCIES jurisdiction.

29. TAX IDENTIFICATION NUMBER.

US Fish and Wildlife Service, Mid-Columbia River NWR Complex

Tax Identification Number: 14-0001849

DUNS Number: 126602072

Benton County Fire Protection District 1

Tax Identification Number: 91-0881194

DUNS Number: 078632028

Benton County Fire Protection District 2

Tax Identification Number: 91-1240107

DUNS Number: 556846715

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Benton County Fire Protection District 3
Tax Identification Number: 91-1743386
DUNS Number: 076883789

Benton County Fire Protection District 4
Tax Identification Number: 91-1317376
DUNS Number: 556852325

Benton County Emergency Services
Tax Identification Number: 91-6015119
DUNS Number: 103228453

City of Kennewick Fire Department
Tax Identification Number: 91-6001253
DUNS Number: 040187544

City of Richland Fire Department
Tax Identification Number: 91-6015119
DUNS Number: 103228453

City of Pasco Fire Department
Tax Identification Number: 91-6001264
DUNS Number: 556448314

30. PRINCIPLE CONTACTS. The principle contacts for this instrument are listed on the following page and all are authorized to enter into Supplemental Fire Agreements.

Mid-Columbia River National Wildlife Refuge Complex

509 546-8330	Chris Schulte , Fire Management Officer
509 521-7381	Cell Phone
509 546-8303	FAX
509 528-8016	Kurt Thompson, Assistant Fire Management Officer

Benton County Fire Protection District 1

509 737-0911	, Fire Chief
509 430-1601	Cell
509 737-0927	FAX
509 628-0333	24 hour dispatch
509 628-0333	Duty Chief, call 24 hour dispatch

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Benton County Fire Protection District 2

509 588-3211 **Ron Duncan**, Fire Chief
509 947-7911 Cell
509 588-4343 FAX
509 628-0333 24 hour dispatch
509 628-0333 Duty Chief, call 24 hour dispatch

Benton County Fire Protection District 3

509 786-3873 **Doug Merritt**, Fire Chief
509 781-0050 Cell
509 786-1510 FAX
509 628-0333 24 hour dispatch
509 628-0333 Duty Chief, call 24 hour dispatch

Benton County Fire Protection District 4

509 737-0911 **Mike Spring**, Fire Chief
509 430-7993 Cell
509 737-0927 FAX
509 628-0333 24 hour dispatch
509 628-0333 Duty Chief, call 24 hour dispatch

Benton County Emergency Services

509 628-2600 **Robert Spencer**, Emergency Manager
509 531-4298 Cell
509 628-2621 FAX
509 628-0333 24 hour dispatch

City of Kennewick Fire Department

509 737-0911 **Neil Hines**, Fire Chief
509 528-8375 Cell
509 737-0927 FAX
509 628-0333 24 hour dispatch
509 628-0333 Duty Chief, call 24 hour dispatch

City of Richland Fire Department

509 737-0911 **Grant Baynes**, Fire Chief
509 727-7593 Cell
509 737-0927 FAX
509 628-0333 24 hour dispatch
509 942-7554 Battalion Chief, call 24 hour dispatch

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City of Pasco Fire Department

509 545-3426	Robert Gear, Fire Chief
509 528-1650	Cell
509 545-3439	FAX
509 737-5130	24 hour contact number
509 531-8587	John Fifer, Assistant Chief, Cell

31. FIRE RESTRICTIONS AND CLOSURES. Parties will coordinate restrictions and closures.
32. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the SERVICE under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
33. MODIFICATION. Modifications within the scope of the instrument shall be made by the mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being preformed.
34. DURATION OF AGREEMENT. The term of the Agreement shall commence on the date the last party signs below and shall remain in effect for five (5) years from that date. At that time it may be modified or renewed for a period of not to exceed five (5) years.
35. TERMINATION. Parties retain the right to terminate their participation under this Agreement by providing 30 days written notice to the other party.
36. ANNUAL REVIEW. The AGENCIES and the SERVICE shall review this document, and all conditions contained herein, annually.
37. LEGAL AUTHORITY. The AGENCIES and SERVICE certify that persons executing this agreement, on their behalf have the legal authority to enter into this Agreement.

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

for *Greg M. Hughes* 7/23/09
Date
Project Leader, Mid-Columbia River NWRC

Jerry Sleater 8-4-09
Date
Benton Fire Protection District 1

Scott Carpenter 8-4-09
Date
Benton Fire Protection District 1

Bill Houchin 8-4-09
Date
Benton Fire Protection District 1

Larry Howell 8-21-09
Date
Benton Fire Protection District 2

Dewayne Smith 8-21-09
Date
Benton Fire Protection District 2

Steve Rouse
Date
Benton Fire Protection District 2

Rick Baker
Date
Benton Fire Protection District 3

See next page
Date
Benton Fire Protection District 3

See next page
Date
Benton Fire Protection District 3

Andrew Hill 8/21/2009
Date
Benton Fire Protection District 4

Ryan Nielsen
Date
Benton Fire Protection District 4

Bob Peterson 8-21-09
Date
Benton Fire Protection District 4

Robert Spencer
Date
Benton County Emergency Services

Neil Hines 8-10-09
Date
Kennewick Fire Department

Robert Hammond 8-10-09
Date
City of Kennewick, City Manager

Grant Baynes 8/6/09
Date
Richland Fire Department

Cindy Johnson 8/6/09
Date
City of Richland, City Manager

Gary Crutchfield
Date
City of Pasco, City Manager

Robert Gear 8-6-09
Date
Pasco Fire Department

Jodi Orbach P-572 7/19/09
Date
Contracting Officer FWS #
FWS Contract Sufficiency Review

Carolyn Bohan 7/13/09
Date
Regional Chief, NWRS

ORIGINAL

Benton County Fire Protection District #3 through interlocal agreement, contracts with Prosser Fire District 3 to provide fire protection for its response area as well as honoring BCFPD #3's mutual aid agreements. Signed this 19th day of October, 2009.



Terry Chambers, Chairman

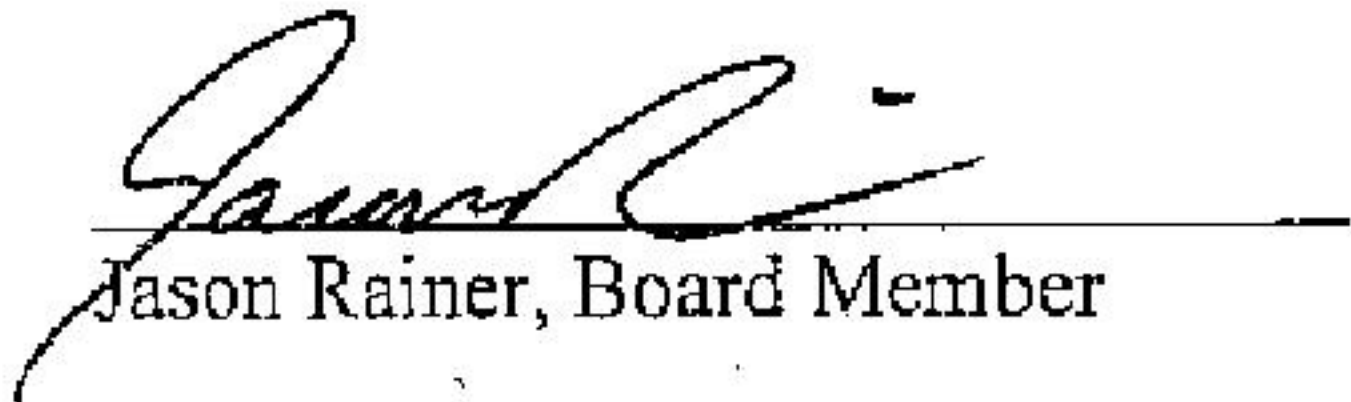


Randy Fox, Commissioner



Morgan Everett, Board Member

Rick Baker, Commissioner



Jason Rainer, Board Member



Larry Mercer, Commissioner

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Annual Operating Plan

Benton County Fire Protection Districts 1, 2, 3, 4, Benton County Emergency Services, City of Kennewick Fire Department, Richland Fire Department and Pasco Fire Department
and
US Fish and Wildlife Service, Mid-Columbia River National Wildlife Refuge Complex

Mutual Aid/Reciprocal Resources

- 1 The SERVICE agrees to provide engines, hand crews, dozers/discs, overhead personnel and the AGENCIES agree to provide engines, tenders dozers/discs and overhead personnel as requested and as available as outlined below for Initial and Extended Attack incidents.
 - a. A mutually agreed to no payment reciprocal period is anticipated by all parties for short term incidents within or in close proximity to one another's jurisdictions.
 - b. Incidents of longer duration or farther from AGENCIES/SERVICE jurisdictional response areas are anticipated to be billed as mentioned earlier in the Agreement.
 - c. AGENCIES/SERVICE duty officers should establish as early as possible while on the incident if the response is to be billed and if so assure that the proper information that will facilitate accurate records and subsequent invoices is being collected on the incident.
- 2 Priorities for resource assignments will be determined by the SERVICE/AGENCIES Duty Officer in the event of multiple starts. General Rule will be protection of Life, Property, Resources.
- 3 Apparatus and equipment resources will be front-line, response ready units in sound and reliable condition.
- 4 All AGENCIES personnel responding under this agreement will meet their AGENCIES physical fitness and qualifications standards for response to local incidents. Personnel assigned to Type II/Type I incidents must be in compliance with NWCG PMS 310-1.
- 5 All SERVICE personnel responding under this agreement will meet the SERVICE physical fitness and qualifications standards for the position for which they are filling as defined in PMS 310-1.

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- 6 All personnel shall use personal protective equipment as defined by their respective agency policy.
- 7 Each party signing this agreement certifies that they carry adequate insurance and worker's compensation coverage for their vehicles and personnel.
- 8 When personnel and/or equipment are furnished pursuant to this agreement, the person in charge of the incident in the jurisdiction where such incident occurs shall have supervision over the personnel and equipment furnished during the incident. The chief or commanding officer of the personnel and equipment dispatched from the ASSISTING party shall be in command of the incident until the arrival of the chief or officer of the PROTECTING party and during such time shall exercise all lawful authority of the chief of such SERVICE or the AGENCIES.
- 9 The parties, through their respective departments, will cooperate in setting up a move-up or dispatching system in order to provide a quick and adequate response of personnel and equipment as the situation warrants.
- 10 This agreement shall only apply within the jurisdictions of the participants and any pre-established mutual aid areas.
- 11 All units will be subject to safety and condition inspections at the incident.
- 12 Apparatus and equipment resources may be ordered as single resources, strike teams, or pre-configured task forces. Strike teams and Task Forces will include strike team/task force leaders unless specifically ordered without them. Resource orders, if utilized, shall clearly indicate the number and configuration of resources, incident assignment, incident task(s), incident location, expected time of arrival and expected duration of assignment. Resources may be assigned authorized resource numbers after confirmation of availability and prior to departure from their home units for extended attack support situations. Initial Attack resources may arrive from their home units without resource orders.
- 13 Personnel ordered for Type II and Type I shall be ordered using NIMS ICS positions. Personnel will be qualified for and experienced in their assigned positions as per definition for Type III, IV, and V fires in initial or extended attack as determined by their agency.
- 14 The SERVICE authorizes the use of its radio frequencies by the DISTRICT when the DISTRICT is responding to incidents on the SERVICE. See the attached listing of dispatch procedures and radio frequencies.

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- 15 The DISTRICT authorizes the use of its radio frequencies by the SERVICE when the SERVICE is responding to incidents on the DISTRICT. See the attached listing of dispatch procedures and radio frequencies.
- 16 Nothing in this agreement shall be construed to prevent the chief or commanding officer of the firefighting personnel and equipment of the ASSISTING party from refusing, in the exercise of his/her best judgment and discretion to commit personnel or equipment to a position in which danger of loss of life or equipment exists. The commanding officer of the ASSISTING party on duty at the scene of the incident shall be the sole judge of the extent and imminence of such danger.
- 17 The overtime premium cost of direct replacement (backfill) personnel is allowed.
- 18 Equipment and Personnel exchanges planned for the 2009 fire season based on the terms of this cooperative agreement are:

SERVICE will provide Water Tender 832 to the Benton Co. Fire District # 4. Benton Co. Fire District # 4 will in turn provide certified operator and response to incidents/fires. Water Tender 832 is available to be utilized on SERVICE and AGENCIES jurisdictions without charges to either. SERVICE may still utilize Water Tender 832 for any project work that they desire. Fuel will be provided by Benton Fire District # 4 unless responding to SERVICE only jurisdiction incident.

SERVICE will provide Dozer/Disc, rented in the Tri-Cities area with severity dollars, and transported on a AGENCY lowboy provided by Benton Fire District #1. Operator will be provided by AGENCY. Fuel will be provided by Benton Co Fire District # 1 unless exclusively utilized by SERVICE. Dozer/Disc will be available to be utilized on SERVICE and AGENCY jurisdictions without charge to either. Disc is on a lease to buy option and will become the property of the SERVICE once paid in full.

SERVICE will provide Type 6 engine to the Pasco Fire Department. Pasco Fire Department will in turn provide qualified personnel to staff and operate engine and respond to incidents/fires. The engine will be available to be utilized on SERVICE and AGENCIES jurisdictions without charges to either. SERVICE may still utilize engine for any project work that they desire. Fuel will be provided by Pasco Fire Department unless responding to SERVICE only jurisdiction incident.

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

for M. Howard 7/23/09
Greg M. Hughes, Date
Project Leader, Mid-Columbia River NWRC

Jerry Sleater 8-4-09
Jerry Sleater Date
Benton Fire Protection District 1

Scott Carpenter 8-4-09
Scott Carpenter Date
Benton Fire Protection District 1

Bill Houchin 8-4-09
Bill Houchin Date
Benton Fire Protection District 1

Larry Howell 8-21-09
Larry Howell Date
Benton Fire Protection District 2

Barry Orth 8-21-09
Dewayne Smith Barry Orth Date
Benton Fire Protection District 2

Steve Rouse 8-21-09
Steve Rouse Date
Benton Fire Protection District 2

Rick Baker Date
Benton Fire Protection District 3

Randy Fox Date
Benton Fire Protection District 3

Larry Mercer Date
Benton Fire Protection District 3

Andrew Hill Date
Benton Fire Protection District 4

Ryan Nielsen Date
Benton Fire Protection District 4

Bob Peterson 8-21-09
Bob Peterson Date
Benton Fire Protection District 4

Robert Spencer Date
Benton County Emergency Services

Neil Hines 8-10-09
Neil Hines Date
Kennewick Fire Department

Robert Hammond 8-10-09
Robert Hammond Date
City of Kennewick, City Manager

Grant Baynes 8/6/09
Grant Baynes Date
Richland Fire Department

Cindy Johnson 8/6/09
Cindy Johnson Date
City of Richland, City Manager

Gary Crutchfield, Date
City of Pasco, City Manager

Robert Gear 8-6-09
Robert Gear Date
Pasco Fire Department

John Beach P-572 7/10/09
Contracting Officer FWS # Date
FWS Contract Sufficiency Review

Carolyn Bohan 7/13/09
Carolyn Bohan Date
Regional Chief, NWRS

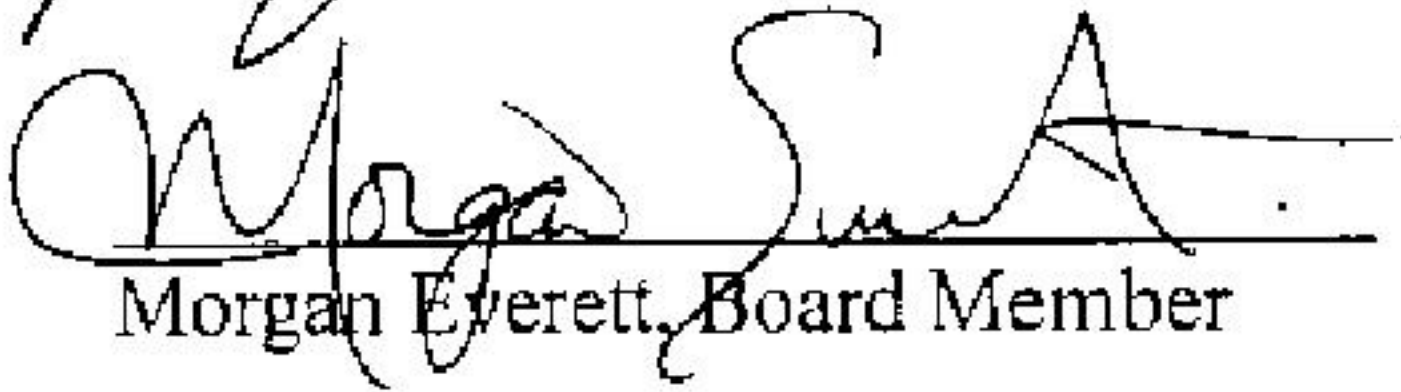
Benton County Fire Protection District #3 through interlocal agreement, contracts with Prosser Fire District 3 to provide fire protection for its response area as well as honoring BCFPD #3's mutual aid agreements. Signed this 19th day of October, 2009.



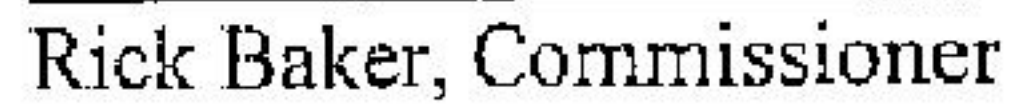
Terry Chambers, Chairman



Randy Fox, Commissioner




Morgan Everett, Board Member



Rick Baker, Commissioner



Jason Rainer, Board Member



Larry Mercer, Commissioner

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Dispatch Procedures

Dispatch Process for Cooperative Fire Protection Agreement between

Benton County Fire Protection Districts 1, 2, 3, 4, Benton County Emergency Services City of Kennewick Fire Department, Richland Fire Department and Pasco Fire Department
and
US Fish and Wildlife Service, Mid-Columbia River National Wildlife Refuge Complex

This document addresses dispatch procedures for the following purposes of this agreement.

- In the case of mutual aid operations among the signing parties of this agreement.
- In the case of the AGENCIES suppressing fires on National Wildlife Refuges of the Mid-Columbia River National Wildlife Refuges Complex.
- In the case of the SERVICE suppressing wildland fires on Agencies Jurisdiction.

AGENCIES: Notify Hanford Fire Dispatch by radio or phone if incident is on or threatens a National Wildlife Refuge of if assistance is desired to help the AGENCIES.

SERVICE: Notify SE Communication Center or Franklin County and Pasco Dispatch by radio or phone if incident is on or threatens AGENCIES lands of if assistance is desired to help the SERVICE.

The SERVICE/AGENCIES Duty Officer will determine what resources the SERVICE/AGENCIES can supply and send what is available.

Dispatches for: US Fish and Wildlife Service, Mid-Columbia River NWRC

Hanford Dispatch Center

509 373-2745 24 Hour Phone, then FWS Duty Officer
509 373-3221 Hanford Dispatch recorded
FAX 509 373-3859

Dispatches for: Benton County Fire Protection Districts 1, 2, and 4, Kennewick and Richland Fire and Police Departments, Benton County Sheriff's Office, and Columbia Basin Dive Rescue

SE-COMM

509 628-0333 24 Hour service
FAX 509 628-2623

COOPERATIVE FIRE PROTECTION AGREEMENT
13580 – 9 – J138

Dispatches for: Benton County Fire Protection Districts 3

Prosser Dispatch

509 786-1500 24 Hour service
FAX 509 786-2292

Dispatches for: Franklin County Fire Districts, City of Pasco Fire and Police Services

Franklin County Dispatch

509 545-3510 24 Hour Service
FAX 509 545-3843

COOPERATIVE FIRE PROTECTION AGREEMENT
13580 – 9 – J138

Radio Frequencies to be utilized during operations:

State RED NET	TX/RX 153.830 Wide
FED 1	TX/RX 163.100 Narrow
USFWS Wahatis Repeater	TX 166.2750, RX 164.7750, Tone 110.9 Narrow
WA 02 (A2G)	TX/RX 166.6750 Narrow
SECOMM VHF	RX 154.1750, TX 154.4150, Tone 100.0 Ncp
Command	RX 154.8150, TX 155.6700, Tone 100.0 Ncp
Badger Tactical	RX 154.1450, TX 156.0150, Tone 100.0 Ncp
Chandler Tactical	RX 155.1900, TX 158.7300, Tone 167.9 Ncp
East IP (Inspiration Point)	RX 154.3850, TX 154.0700, Tone 100.0 Ncp
West IP (Inspiration Point)	RX 156.0900, TX 154.9500, Tone 74.4 Ncp
Fire A	RX 154.1300, TX 154.1300
Fire B	RX 154.3100, TX 154.3100
Fire C	RX 153.9500, TX 153.9500
Fire D	RX 154.3250, TX 154.3250
Fire E	RX 154.3550, TX 154.3550
Fire F	RX 154.1600, TX 154.1600