

FS Agreement No. 15-FI-11060500-007
Cooperator Agreement No. _____

COOPERATIVE FIRE PROTECTION AGREEMENT
Between The
EAST PIERCE FIRE & RESCUE
And The
USDA, FOREST SERVICE
MT. BAKER-SNOQUALMIE NATIONAL FOREST

This COOPERATIVE FIRE PROTECTION AGREEMENT, is made and entered into by and between "East Pierce Fire & Rescue", hereinafter referred to as the "Cooperator the USDA Forest Service Mt. Baker-Snoqualmie National Forest, hereinafter referred to as the "U.S. FOREST SERVICE" under the authority and provisions of the Reciprocal Fire Protection Act of May 27, 1955 (42 USC 1856a), the Granger-Thye Act of April 24, 1950 (16 USC 572), the Cooperative Funds Act of June 30, 1914 (16 U.S.C. 498 as amended by Pub. L. 104-127) and The Robert T. Stafford Disaster Relief and Emergency Assistance Act (P.L. 93-288 should be cited when RFD choose to be available to participate in Stafford Act responses).

I. PURPOSE

The purpose of the Agreement is to provide for cooperation in the prevention, detection and suppression of wildland fires within the protection areas of parties signatory to this Agreement. This Agreement provides for cooperation only in Wildland fire management activities.

This Agreement is to also provide for joint participation in incident management teams, cooperation in the suppression of wildland fires, and to provide assistance or conduct operations during Presidential/Stafford Act declared disasters and emergencies.

II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS

The U.S. FOREST SERVICE has the responsibility for prevention, protection and suppression of wildland fires on National Forest administered lands and on adjacent or intermingled State and private forested lands as identified through written agreement.

The U.S. FOREST SERVICE shall not respond to structure fires, vehicle fires or traffic accidents in lieu of the Cooperator. The U.S. FOREST SERVICE may, as available, respond to such incidents when adjacent wildlands covered under this agreement are threatened by fire from such incidents.

The Cooperator has the responsibility for prevention, protection and suppression of structure and other non-wildland fires within the established fire district. These structures and lands protected by the Cooperator are intermingled or adjacent to lands protected by the U.S. FOREST SERVICE.



It is to the benefit of all federal, state and local agencies to coordinate assistance and operations during presidentially declared disasters and emergencies under the National Response Framework (NRF). This agreement documents the commitment of the Parties to provide cooperation, resources, and support to the Secretary of Homeland Security in the implementation of the NRF, as appropriate and consistent with their own authorities and responsibilities.

Therefore, it is mutually advantageous, and in the public interest, for the parties to coordinate their efforts in the prevention, detection, and suppression of wildfires in and adjacent to their areas of responsibility.

III. GENERAL PROVISIONS/GUIDELINES

1. Refer to Appendix I for Definitions.
2. Refer to Appendix II for Reimbursements for Stafford Act incidents.
3. OPERATING PLANS. The Operating Plan (OP) for this agreement will include protection area maps for all parties, current rates (if applicable) for use of Cooperator equipment and personnel, lists of principal personnel, dispatching procedures, and any other items identified in this Agreement as necessary for efficient implementation. This OP shall become attached to and a part of this Agreement. The parties will meet annually, prior to the initiation of fire season, to review and update the OP as necessary.

Updates to OP's will not require a modification to the agreement.

4. TRAINING. Each party will advise the other of applicable cross training opportunities for personnel.
5. NATIONAL INTERAGENCY INCIDENT MANAGEMENT TEAM SYSTEM. The Parties to this Agreement will operate under the concepts defined in the Department of Homeland Security's (DHS) *National Incident Management System (NIMS)*. In implementing these concepts, Parties to this Agreement will be expected to follow the National Wildfire Coordinating Group's (NWCG) National Interagency Incident Management System (NIIMS) minimum standards as defined in the *Wildland Fire Qualifications Systems Guide (PMS-310-1)*.
6. RECIPROCAL FIRE PROTECTION. As deemed appropriate, the parties will establish reciprocal initial attack areas for lands of intermingled or adjoining protection responsibilities. Within such areas, the SUPPORTING party will, upon request or voluntarily, take initial attack action in support of the PROTECTING party. The PROTECTING party will not be required to reimburse the SUPPORTING party for initial attack actions taking place in this area within the first 8 hours following initial dispatch of suppression resources. All assistance beyond this mutual aid period will be assistance by hire and will be billed retroactively for the full period from the time of



initial dispatch. Reciprocal initial attack areas will be mapped and made a part of the AOP.

7. REQUESTED ASSISTANCE. Outside initial attack areas, when requested by the PROTECTING party, the SUPPORTING party will, within their capability, provide initial action or other support on wildland fires. Such requested assistance is reimbursable.
8. INDEPENDENT ACTION. Except as otherwise described in the OP, any party on its own initiative and without reimbursement may go upon lands protected by another party to suppress wildfires, if the fire is a threat to property within that party's protection responsibility. In such instances, the party taking action will promptly notify the protecting party.

If either party takes action on a fire independently, the SUPPORTING party will furnish the PROTECTING party a preliminary report (oral) within 24 hours of the action taken and a written incident report with ten (10) days.
9. 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.
10. BOUNDARY LINE FIRES. Boundary line fires will be the initial attack responsibility of the PROTECTING parties on either side of the boundary. Neither party will assume the other is aware of the fire, or its taking action. The officer-in-charge who arrives first at the fire will act as Incident Commander. When both parties have arrived at the fire it will be mutually agreed to the designation of the Incident Commander.
11. COST SHARING. On multi-jurisdictional incidents and incidents which threaten or burn across direct protection boundaries, the jurisdictional parties will jointly develop a written cost share agreement which describes a fair distribution of financial responsibilities.
12. COMMUNICATON SYSTEMS. The Parties agree to share the use of communication systems, radios and radio frequencies for the execution of this Agreement. Sharing of frequencies must be approved only by authorized personnel for each Party and documented in the AOP.
13. DETERMINATION OF CAUSE AND PRESERVATION OF EVIDENCE. Parties will attempt to protect point of origin of the fire and evidence pertaining to the fire cause.
14. BILLING PROCEDURES. 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).

Reimbursable Cooperator costs shall include costs from the point of mobilization, transportation, salary for actual hours worked, benefits, overtime premiums, per diem and travel to the point of demobilization of the member(s) deployed. The cost of "backfilling" employees into local home unit positions for personnel that have been mobilized to incidents is authorized and reimbursable except for Volunteer Fire Departments/Districts. For the purpose of this agreement, "backfill" is defined as those additional costs to cover an individual that has been mobilized such as the overtime premium or out of class premium.

- If the Cooperator does not have a negotiated indirect cost rate agreement (NICRA), an indirect cost rate up to 10% is allowed.
 - Failure to provide adequate documentation supporting the indirect cost rate, if requested, could result in disallowed costs and repayment to the U.S. FOREST SERVICE.

SUPPORTING party shall submit a bill within 120 days of the end of the suppression action. Bills will be identified by incident name, location, incident number and will be supported by adequate documentation, including any applicable cost share agreements.

Adequate documentation is defined as: copies of resource orders, transaction statements (or equivalent) and emergency fire time reports to support all billings to the U.S. FOREST SERVICE. The invoice with original signature and supporting documentation are to be submitted by the Cooperator to:

Anthony Starkovich
902 SE North Bend Way, Bldg. 1
North Bend, WA 98045

For U.S. Forest Service incidents, the invoices will be marked "Approved for Payment" then dated and signed by the U.S. Forest Service approving official, and sent to: Albuquerque Service Center Incident Finance-Cooperative Agreements, 101 B Sun Ave. NE, Albuquerque, NM 87109, or fax to (866) 816-9532.

15. EMPLOYMENT POLICY. Employees of the parties of 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.



16. LOANED (OR SHARED) EQUIPMENT AND SUPPLIES: Equipment and supplies, (i.e. commonly used fire cache items such as pumps, hoses, nozzles, etc.) loaned to the other party shall become the responsibility of that party, and shall be returned in the same condition as when received, reasonable wear and tear excepted. As determined by the loaning party, the receiving party will repair or reimburse for damages in excess of reasonable wear and tear and will replace or reimburse for items lost, destroyed, or expended.
17. NONDISCRIMINATION. The Cooperator 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 Sections 119 and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, participation in any public assistance program, or disability.
18. RECIPROCAL FIRE WAIVER OF CLAIMS. Parties to this 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 compensation for any loss or damage of its property and/or personal injury or death of its employees or agents occurring as a consequences of 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.
- The Stafford Act shall govern liability issues arising with regard to response actions under that act.
19. FIRE PREVENTION. Parties agree to share responsibilities and materials for fire prevention activities. Materials may include posters for display in public buildings, businesses and the like. Parties will share responsibility for fire protection and rural fire safety presentations and demonstrations.
20. FIRE RESTRICTIONS AND CLOSURES. Parties will coordinate restrictions and closures.
21. PRESCRIBED FIRE AND FUELS MANAGEMENT. The JURISDICTIONAL party will inform all parties of prescribed fires it is managing. Support during a prescribed burn is not covered under this Agreement.
22. APPROPRIATED FUND LIMITATION. Nothing herein shall be considered as obligating the parties to this agreement to expend funds, or as involving the parties in any contract or other obligation for the future payment of money in excess of or in advance of appropriated funds available for payment to meet the commitments of this agreement and modifications thereto, except as specifically authorized by law.



23. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this instrument.

Principal DEPARTMENT/DISTRICT Contacts:

Department/District Program Contact	Department/District Administrative Contact
Ed Goodlet, Assistant Chief 18421 Veterans Memorial Drive, Suite F Bonney Lake, WA 98391 Telephone: 253-863-1800 FAX: 253-863-1848 Email: egoodlet@eastpiercefir.org	Kim Johnson, Payroll Administrator 18421 Veterans memorial Drive, Suite F Bonney Lake, WA 98391 Telephone: 253-863-1800 FAX: 253-863-1848 Email: kjohnson@eastpiercefir.org

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Contact	U.S. Forest Service Administrative Contact
Anthony Starkovich 902 SE North Bend Way, Bldg 1 North Bend, WA 98045 Telephone: 425-888-8791 FAX: 425-888-1910 Email: astarkovich@fs.fed.us	Susan Skidmore 215 Melody Lane Wenatchee, WA 98801 Telephone: 509-664-9218 FAX: 509-664-9281 Email: sskidmore@fs.fed.us

24. **FREEDOM OF INFORMATION ACT (FOIA).** Public access to instrument records shall not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to "Freedom of Information" regulations (5 U.S.C. 552).
25. **TEXT MESSAGING WHILE DRIVING.** In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
26. **MODIFICATION.** Modifications within the scope of the instrument must be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all properly authorized signatory officials, Requests for modification should be made in writing, at least 30 days prior to any changes being performed. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance



27. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of last signature and is effective for 5 years, at which time it will expire .

28. TERMINATION BY MUTUAL AGREEMENT This instrument may be terminated, in whole or part, as follows:

When the U.S. Forest Service and the Cooperator agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.

By 30 days written notification by the Cooperator to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated


If, in the case of a partial termination, the U.S. Forest Service determines that the remaining portion of the instrument will not accomplish the purposes for which the instrument was made, the U.S. Forest Service may terminate the instrument in its entirety.


Upon termination of an instrument, the Cooperator shall not incur any new obligations for the terminated portion of the instrument after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to the Cooperator for the U.S. Federal share of the non-cancelable obligations properly incurred by the Cooperator up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.

29. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement Cooperator acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If Cooperator fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds Cooperator has expended in violation of sections 433 and 434.




30. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this instrument. In witness whereof, the parties hereto have executed this agreement as of the last date written below


JERRY THORSEN, Chief
East Pierce Fire & Rescue
Thorsen JLT
3-16-15
Date


JENNIFER EBERLIEN, Forest Supervisor
U.S. Forest Service, Mt. Baker-Snoqualmie National Forest
3/19/15
Date

The authority and format of this agreement have been reviewed and approved for signature.


SUSAN SKIDMORE
U.S. Forest Service Grants Management Specialist
3/12/2015
Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



Appendix I DEFINITIONS

- **BACKFILL.** The additional costs to provide coverage for an individual that has been mobilized such as the overtime premium or out of class premium. Backfill is intended to make the Departments/Districts whole. Backfill does not apply to Volunteer Fire Departments/Districts.
- **BOUNDARY LINE FIRES.** Fire occurrences on lands of intermingled and/or adjoining protection responsibilities. (These include those situations where the actual location of the fire protection boundary is uncertain.)
- **COOPERATIVE FIRE PROTECTION.** Specific fire protection services furnished by one party to the other on a reimbursable basis pursuant to the Operation Plan.
- **DIRECT COSTS.** Costs directly related to the suppression effort. These costs do not include dispatch or other administrative costs.
- **PROTECTING PARTY.** The party responsible for providing direct fire protection in a given area pursuant to this agreement.
- **SUPPORTING PARTY.** A party providing suppression assistance or other support and resources to the Protecting Party.
- **JURISDICTIONAL PARTY.** The party which has overall land and resource management and/or protection responsibility as provided by law.
- **OVERHEAD COSTS.** Costs not directly chargeable to suppression efforts, but which are part of the overall costs of operation. U.S. Forest Service overhead costs are chargeable at the current U.S. Forest Service overhead assessment rate.
- **PRESCRIBED FIRE.** The planned or permitted use of fire to accomplish specific land management objectives.
- **FIRE PREVENTION.** Activities directed at reducing the incidence of fires, including public education, law enforcement, personal contact and the reduction of fuel hazards (fuels management).
- **SUPPLEMENTAL FIRE DEPARTMENT RESOURCES.** Overhead tied to a local fire department generally by agreement who are mobilized primarily for response to incidents/wildland fires outside of their district or mutual aid zone. They are not a permanent part of the local fire organization and are not required to attend scheduled training, meetings, etc. of the department staff.



- **SUPPRESSION.** All work of confining and extinguishing a fire beginning with its discovery.
- **RECIPROCAL FIRE PROTECTION (MUTUAL AID).** Automatic initial attack response by suppression resources as specified in the Operating Plan for specific pre-planned initial attack response areas and provided at no cost to the PROTECTING PARTY for the first 24 hours from the time of initial report. Aid is limited to those resources or move-up over assignments that have been determined to be appropriate in the Operation Plan.
- **REIMBURSABLE WORK.** Reinforcements exceeding reciprocal fire protection services furnished by either party, at the request of the other, or fire protection furnished as a chargeable cooperative fire protection service.



Appendix II

Reimbursement for Presidentially Declared Disasters and Incidents

1. **Stafford Act Declarations:** Transfers performed for this Agreement are under the Disaster Relief Act, 42 U.S.C. § 5147. This Agreement is automatically incorporated by reference into any Resource Order that is issued under it, constituting a binding obligation. The billings, inclusive of copies of this Agreement, the Mission Assignment and subsequent Resource Order(s), and expenditure documentation, will define the specific services, supplied goods and costs (by sub-object class code) for each order, and subsequent obligation and payment.

Reimbursement payments for all-hazard incident response activities will be accomplished by submission of billings, which are inclusive of copies of the Resource Orders that reflect the Mission Assignment- requested services and goods, and the expenditure back-up documentation, to the primary Emergency Support Function (ESF) agency (i.e. the agency to issue the mission assignment or sub-tasking). The primary ESF agency will review, approve the documentation, and return to the sub-tasking agency for forwarding to FEMA for reimbursement.

2. **Duration of Assignments:** Consideration must be given to the health and safety of personnel when assigned to incidents. Parties agree that Incident Commanders will release resources to their primary responsibilities as soon as priorities allow. Incident Commanders shall also adhere to rest and rotation policies of respective responding agencies. Mobilization activities shall be accomplished utilizing established dispatch coordination concepts per the current National Interagency Mobilization Guide.

Billing Procedures

A. Incident Billings:

It is recommended the District receive current direction regarding reimbursements prior to being dispatched to a Presidentially declared disaster.

1. Reimbursement resources must be requested by the primary ESF Federal agency or supplied through established dispatch systems and must be recorded by the Mission Assignment and subsequent Resource Order process. Resources not documented in this manner are not reimbursable.
2. Agencies will share their respective individual incident Resource Order Request numbers for cross referencing purposes, if requested.



3. **Billing Estimates/Timeframes:** On incidents where costs are incurred pursuant to Operating plans, the billing Party shall submit a bill or estimate for reimbursement as soon as possible, but not later than 180 days after the incident is controlled. If the total cost is not known at the time of initial billing, a partial bill, so identified, may be submitted. A final bill, so identified, will be issued within 270 days after control of the incident. After the final billing has been sent, and if additional costs are identified, a supplemental billing may be issued if agreeable to applicable Parties.

For obligation purposes, the Federal Agencies will submit unpaid obligation figures to the District by *(to be determined)*. The District will submit unpaid obligation figures to the appropriate Federal Agency by September 1 for the previous Federal fiscal year. All obligations will be submitted by incident name, date, mission assignment number (MA), and federal job code.

4. **Billing Addresses**

All bills for services provided to the U.S. Forest Service will be mailed to the following address:

<u>Albuquerque Service Center</u>
<u>101 B Sun Avenue NE</u>
<u>Albuquerque, New Mexico 87109</u>
<u>Phone: 877-372-7248</u>
<u>Fax: 866-816-9532</u>

5. **Payment Due Dates:** All bills will have a payment due date 60 days after the date of issuance. If payment cannot be made before the 60 days expire, then a 30-day extension, with oral or written justification, may be requested.
6. **Disputed Billings:** Written notice that a bill is contested will be mailed to the billing agency within 60 days of issuance of the final bill, and will fully explain the area of dispute. Contested items will be resolved not later than 60 days following receipt of written notice. The uncontested portion of the bill will be paid and a new bill will be issued for the contested amount.
7. **Payments:** Payments will refer to the bill number and incident name and will be sent to the appropriate billing address

Operating Plan
for the
Cooperative Fire Protection Agreement
between
USDA Forest Service, Mt. Baker-Snoqualmie National Forest
and the
Pierce County Fire Protection District #22
DBA East Pierce Fire & Rescue

The parties hereby agree to the following Operating Plan (OP) for efficient implementation of the Cooperative Fire Protection Agreement for East Pierce Fire & Rescue (FS Agreement No. 15-FI-11060500-007). All provisions in the Cooperative Fire Protection Agreement are applicable to this OP unless otherwise noted below. This OP, and updates, is in force throughout the covered period of the Cooperative Fire Protection Agreement (no later than _____).

I. RESPONSIBILITIES OF THE PARTIES UNDER THIS OP:

The parties agree to the following responsibilities for cooperative operations. Any actual use or dispatch of personnel or equipment must be independently authorized through a Resource Order or other appropriate, fund obligating document prior to commencement of any activity (e.g., Participating Agreement for implementation of cooperative prescribed fire projects). The Cooperative Fire Protection Agreement and this OP do not provide authorization for the obligation of funding by any signatory party.

The Cooperative Fire Protection Agreement and OP apply only to incidents within the protection areas of the party's signatory to this agreement. The only exception to this geographic limitation is assignment of Incident Management Team (IMT) members to regional and national incidents, and Presidential/Stafford Act declared disasters and emergencies.

A. COOPERATORS SHALL:

1. Provide designated personnel/members for IMT assignments.
2. Respond to all wildland fires within the National Forest boundaries that are within the Districts/Department's designated fire protection area.
3. When resources allow (at the discretion of the Fire Chief), provide equipment and personnel to respond to all wildland fires within the Mt. Baker-Snoqualmie National Forest boundary but outside of the Districts/Department's designated fire protection area. Respond to fires outside of a District's/Department's normal response area once a request is made by the Forest Service.
4. When resources allow (at the discretion of the Fire Chief), provide equipment and personnel for severity standby duty (for no more than 48 hours at one time).
5. Agree to stay with all wildland fires until out, or until released from duty by the designated IC, or until called to another fire or other emergencies in the Districts/Department's designated fire protection area.
6. Submit billings for costs incurred on federal incidents based on the provisions of the Cooperative Fire Protection Agreement and this OP.

7. Reimburse the Forest Service for services when they provide assistance outside of a normal response. They must be ordered by a Fire Chief or his/her designate through Puget Sound Interagency Communications Center (PSICC).

B. FOREST SERVICE SHALL:

1. Upon request of a District/Department, respond with available equipment and personnel to wild land fires outside of threats to Federal lands.
2. Reimburse the Districts/Departments for reimbursable costs incurred on federal incidents based on the provisions of the Cooperative Fire Protection Agreement and this OP.
3. Reimbursement will only be made for equipment owned and operated by the Districts/Departments and not for any third party agreements or contractors the Districts/Departments may have.
4. Bill the Districts/Departments when ordered through PSICC to provide support as requested.
5. Assist the Districts/Departments with wildland fire training.

II. IT IS MUTUALLY UNDERSTOOD AND AGREED BY ALL PARTIES THAT:

- A. **Closest Forces:** The closest forces concept will be applied to wildland fire responses outside of threats to federal land.

- B. **Dispatching Procedures:** All resources would be ordered through PSICC. When resources are ordered and dispatched, they will be assigned a Resource Order number.

C. **Rates for Apparatus and Equipment:**

1. **Districts/Departments Owned and Operated Equipment:** Payment rates for apparatus and equipment shall be based on the current Washington State Association of Fire Chief's Rate Schedule accessed through the "Washington State Patrol - Office of the State Fire Marshal" website, Training & Preparedness-All Risk Mobilization <http://www.wsp.wa.gov/fire/mobilization.htm#forms> Mobilization Plan Appendix N – Rates.
2. **Forest Service Equipment:** Payment rates for vehicles will be based on the established FS monthly rate and mileage rate.

D. **Rates for Personnel:**

1. The cost basis for the hourly compensation rates are as follows:
 - a. **Career Personnel:** Regular and overtime compensation rates are determined by the employees base salary, employee benefit package and overtime rate, as documented by the home agency (this is the total cost of compensation for career personnel).
 - b. **Non-Career Personnel:** Regular and overtime compensation rates are based on the current Washington State Association of Fire Chiefs Rate Schedule for Personnel, plus any additional commensurable benefits which at this time is Social Security and Medicaid.
 - c. Supplemental Fire Department Resources-"Supplemental Fire Department Resources" are nationally defined as follows: *"Overhead tied to a local fire department generally by agreement that are mobilized primarily for response to incidents/wildland fires outside of their district or mutual aid zone. They are not a*

permanent part of the local fire organization and are not required to attend scheduled training, meetings, etc. of the department staff."

At this time, the East Pierce Fire & Rescue is not sponsoring anyone who meets this definition. If East Pierce Fire & Rescue decides to sponsor Supplemental Fire Department Resources, the cooperative fire protection agreement under which this OP is executed will need to be significantly revised.

E. Rest and Recuperation

Rest and Recuperation (R&R) will only be paid while at the incident and for 8 hours. Once travel to the home unit occurs R&R will not be paid.

F. Per Diem and Transportation Rates:

1. Per Diem: Per diem reimbursements will be based on the current Federal Travel Regulations (domestic per diem rates).
2. Vehicle Rates: Equipment needed for the transportation and support of the day to day operations of IMT members on an incident will be front-line, response-ready units in sound and reliable condition. All units will be subject to safety and condition inspection at the incident.
 - a. Fire District's/Department's Owned (Command) Vehicles: Payment rates for Districts/Department-owned vehicles used to support IMT members shall be those in the current Washington State Fire Resources Mobilization Plan. These rates are the Washington-Oregon Interagency Rates as modified by the current Washington State Association of Fire Chief's Rate Schedule accessed through the "Washington State Patrol - Office of the State Fire Marshal" website, Training & Preparedness - All Risk Mobilization <http://www.wsp.wa.gov/fire/mobilization.htm#forms> Mobilization Plan Appendix N - Rates.
 - b. Privately-Owned Vehicles: The payment rate for privately-owned vehicles (POVs) used to support IMT members shall also be the current Washington State Association of Fire Chief's Rate Schedule for actual miles driven at the time of incident travel. Compensable mileage includes travel to and from the incident only. Authorized use of POVs during the incident must be documented (e.g., shift tickets) and is compensable at the current Washington State Association of Fire Chief's Rate Schedule for actual miles driven only. There is no guaranteed minimum daily rate. All liability is assumed by the POV owner for accidents and damage.

G. Administrative Costs: Refer to provision III-14 in the Cooperative Fire Protection Agreement.

H. Billing Procedures: Refer to provision III-14 in the Cooperative Fire Protection Agreement.

Districts/Departments shall mail or fax invoices to the following address:

Albuquerque Service Center
Incident Finance-Cooperative Agreements
101B Sun Ave. NE
Albuquerque, NM 87109
Fax 866-816-9532
ASC Customer Service Number: Phone: 877-372-7248

- I. **Principal Contacts:** Individuals listed below are authorized to act in their respective areas for matters related to this Cooperative Fire Protection Agreement and OP.

Principal DEPARTMENT/DISTRICT Contacts:

<u>Department/District Program Contact</u>	<u>Department/District Administrative Contact</u>
Ed Goodlet, Assistant Chief 18421 Veterans Memorial Drive, Suite F Bonney Lake, WA 98391 Telephone: 253-862-1800 FAX: 253-862-1848 Email: egoodlet@eastpiercefirer.org	Kim Johnson, Payroll Administrator 18421 Veterans Memorial Drive, Suite F Bonney Lake, WA 98391 Telephone: 253-863-1800 FAX: 253-863-1848 Email: kjohnson@eastpiercefirer.org

Principal U.S. Forest Service Contacts:

<u>U.S. Forest Service Program Contact</u>	<u>U.S. Forest Service Administrative Contact</u>
Anthony Starkovich 902 SE North Bend Way, Bldg. 1 North Bend, WA 98045 Telephone: 425-888-8761 FAX: 425-888-1910 Email: astarkovich@fs.fed.us	Susan Skidmore 215 Melody Lane Wenatchee, WA, 98801 Telephone: 509-664-9218 FAX: 509-664-9281 Email: sskidmore@fs.fed.us

- J. **Expiration:** This OP expires in conjunction with the Cooperative Fire Protection Agreement, FS Agreement No. 15-FI-11060500-007 (no later than _____).

The parties have executed this Operating Plan as of the last date written below.


JERRY THORSEN, Chief, *Thorsen*
East Pierce Fire & Rescue

3-16-15
Date


JENNIFER EBERLIEN, Forest Supervisor,
U.S. Forest Service, Mt. Baker-Snoqualmie NF

3/19/15
Date

ATTACHMENT
COOPERATIVE FIRE PROTECTION AGREEMENT
NO. 15-FI-11060500-007
2015 FIRE DISTRICT PAY PLAN
EAST PIERCE FIRE & RESCUE

Position / Rank	TCC RATES	
	Reg.	O/T
Fire Chief	97.26	125.34
Deputy Fire Chief	91.49	116.69
Asst. Fire Chief	87.26	110.35
Battalion Chief - Admin	74.79	90.99
Battalion Chief - Operations	60.31	73.29
Battalion Chief/PM - Admin	80.73	99.90
Battalion Chief/PM - Operations	65.06	80.43
Capt. - Admin	69.56	83.13
Capt. - Operations	56.10	66.99
Capt./PM - Admin	74.97	91.26
Capt./PM - Operations	60.44	73.49
Asst. Fire Marshal	69.56	83.13
Lt. - Admin	64.74	75.92
Lt. - Operations	52.25	61.21
Lt./PM - Admin	69.68	83.32
Lt./PM - Operations	56.20	67.15
Deputy Fire Marshal	63.87	74.61
FF - 1st Class	47.70	54.38
FF/PM - 1st Class	51.20	59.64
FF - 2nd Class	45.60	51.24
FF/PM - 2nd Class	48.91	56.21
FF - 3rd Class	43.49	48.08
FF/PM - 3rd Class	46.57	52.69
FF - 4th Class	41.05	44.41
FF/PM - 4th Class	43.88	48.67
FF - Recruit	38.77	41.00
FF/PM - Recruit	41.39	44.92
FF - Volunteer	9.61	14.42
HR Generalist	60.48	71.02
System Administrator	59.05	68.88
Operations Support	56.66	65.29
Pub Ed. Specialist	49.87	55.08
Payroll Administrator	47.11	50.97
Finance Administrator	47.11	50.97
Admin Support Specialist	43.14	44.99
IT Tech Support	19.01	22.19
Office Assistant	0.00	0.00
Receptionist	0.00	0.00

Note: Equipment charges shall be in accordance with the current edition of the Washington-Oregon Interagency Rate Schedule as amended and adopted by the Washington State Association of Fire Chiefs