

COOPERATIVE FIRE PROTECTION AGREEMENT No. 30181-5-Jxxx
BETWEEN THE
U.S. DEPARTMENT OF THE INTERIOR
FISH AND WILDLIFE SERVICE
AND THE
EXTRAORDINARY RURAL FIRE DEPARTMENT

THIS AGREEMENT was made and entered into September 24, 2005 pursuant to the Reciprocal Fire Protection Act of 1955 (69 Stat. 66; 42 U.S.C. 1856a) as amended by the Wildfire Suppression Assistance Act of 1989 (102 Stat. 1615). It is between the United States Department of the Interior, Fish and Wildlife Service, XXXXX National Wildlife Refuge (hereinafter referred to as the "Refuge" and the Extraordinary Rural Fire Department (hereinafter referred to as the "Department"). This Agreement outlines the cooperative efforts between the Refuge and the Fire Department for the fire protection, and specifically authorizes the expenditure of funds for any fire protection activity resulting from its execution.

THE FIRE DEPARTMENT SHALL:

1. Provide wildland fire prevention and suppression equipment as available (such as mobile pumpers and grass rigs, shovels and fire rakes, etc.) as well as fire service personnel.
2. Respond to all wildland fires in the Refuge boundaries that are within the Fire Department's designated fire protection area.
3. At the discretion of the Fire Chief, respond to all wildland fires within the Refuge boundaries but outside of the Fire Department's designated fire protection area. This response will include mutual aid calls.
4. Agree to stay with all wildland fires until out, or until released from duty by the designated Incident Commander, or until called to another fire or other structure fires in the Fire Department's designated protection area.
5. Submit billings for wildland fire actions on Refuge lands within 48 hours of each fire. Billings must reference "Fire Protection Agreement No. 301815Jxxx" and be submitted to:

XXXXX National Wildlife Refuge
101 Old Town Square
Any City, State 11111

[Cooperative Agreement terms continued on page 2]

THE REFUGE SHALL:

1. Reimburse the Fire Department at a flat rate of \$200.00 for the first hour of services required under "THE FIRE DEPARTMENT SHALL" section of this Cooperative Agreement, and \$100.00 for each additional half hour thereafter (these reimbursement rates shall pertain to one or two wildland firefighting vehicles). In addition to these amounts, the Fire Department shall be reimbursed \$10 per hour for each firefighter on the wildland fire site and shall also be reimbursed an additional \$100 per hour for each wildland firefighting vehicle owned by the Fire Department and needed by the Service's Incident Commander. Reimbursement at these prices shall include reasonable transit times from and to the Fire Department station. Invoices must include a list of firefighters by name and times/hours worked, and must also list the number and types of firefighting vehicles owned and used by the Fire Department during the call (including the time/number of hours each vehicle was used during the call).
2. Assist the Fire Department with wildland fire training.
3. Assume the role of "Incident Commander" on any fire within the boundaries of the Refuge once Refuge personnel are on the scene.
4. Respond with available manpower and equipment, upon the request of the Fire Chief, on wildland fires outside of the Refuge boundaries.

SPECIAL PROVISIONS:

1. Each party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party therefore agrees, to the extent authorized by applicable law, to assume all risks and liability to itself, its agents or employees, for any injury to persons or property resulting from any operations of its agents or employees under this agreement, and for any loss, cost, damage or expense resulting at any time from any and all causes due to any acts, or negligence, or the failure to exercise proper precautions of or by itself or its own agents to this Agreement. The liability of the Federal Government will be governed by the Federal Tort Claims Act (28 U.S.C. Section 2761 et seq.) while the liability of the Fire Department will be governed by applicable federal and state laws.
2. Repairs needed to keep operational any equipment covered by this agreement will be made by and at the expense of the party owning the equipment.
3. The Refuge fiscal obligations hereunder are contingent upon the availability of funds as appropriated by Congress, from which payment for the purposes of this agreement can be made.

[Cooperative Agreement No. 301815Jxxx terms are continued on page 3]

4. Fish and Wildlife Service personnel will not participate in the suppression of structure fires, but may assist in preventing a structure fire from spreading in wildland and becoming a wildland fire.

WILDLAND FIRE PROTECTION COOPERATIVE AGREEMENT 301815JXXX is effective on the date specified on page 1 hereof and is subject as applicable to the attached General Provisions for Financial Assistance (Attachment A) and certifications (Attachment B). It is to continue in force until [five years from initiation date], five years from the effective date, unless earlier terminated unilaterally by either party giving at least thirty (30) days' written notice to the other or by mutual written agreement at any time.

IN WITNESS WHEREOF, the following authorized representatives of the parties hereto have memorialized this Agreement by their signatures inscribed below:

EXTRAORDINARY RURAL FIRE DEPARTMENT

Signature of [NAME OF SIGNATORY]

Date

[TITLE OF FIRE DEPARTMENT'S SIGNATORY]

**DEPARTMENT OF THE INTERIOR
U.S. FISH AND WILDLIFE SERVICE**

[SIGNATURE OF CONTRACTING OFFICER]

Date