

COOPERATIVE FIRE PROTECTION AGREEMENT No. _____
U.S. DEPARTMENT OF THE INTERIOR
FISH AND WILDLIFE SERVICE
and the
_____ FIRE DEPARTMENT

THIS AGREEMENT was made and entered into January 14, 2002 pursuant to the Reciprocal Fire Protection Act of 1955 (69 Stat. 66; 42 U.S.C. 1856) 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, _____ National Wildlife Refuge, hereinafter referred to as the ARefuge,@ and the _____ Fire Department, hereinafter referred to as the AFire Department.@ This Agreement outlines the cooperative efforts between the Refuge and the Fire Department for fire protection and specifically authorizes the expenditure of funds for any fire protection activity resulting from its execution.

THE FIRE DEPARTMENT SHALL:

1. Provide wildfire suppression equipment as available, including fire engines, a tractor and disk, shovels and fire rakes, as well as fire service personnel.
2. Respond to all wildfires in the Refuge boundaries that are within the Fire Department=s designated fire protection area..
3. Respond to all wildfires within the Refuge boundaries, and outside of the Fire Department=s designated fire protection area, at the discretion of the fire chief. This response will include mutual aid calls.
4. Agree to stay with all wildfires 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 wildfire suppression on Refuge lands within 48 hours of each fire. Billings will be submitted to:

_____ National Wildlife Refuge
Address
City, State, Zip Code

[Cooperative Agreement terms continued on page 2]

THE REFUGE SHALL:

1. Reimburse the Fire Department at a flat rate of \$500.00 for services required under ATHE FIRE DEPARTMENT SHALL@ section of this Cooperative Agreement during the first two hours of a wildfire call to the Refuge. Should a wildfire call extend beyond two hours, the Fire Department shall be reimbursed at a flat rate of \$100.00 for each additional half-hour the Refuge Incident Commander determines the Fire Department continues to be needed. These services will include all manpower and equipment as needed and available.
2. Assist the Fire Department with wildfire training.
3. Assume the role of AIncident Commander@ on any fire within the boundaries of the Refuge once Refuge personnel are on the scene.
4. Respond with manpower and equipment, when available, at the request of the fire chief, on wildfires outside of the Refuge boundaries.

SPECIAL PROVISIONS:

- S A M P L E**
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 necessary 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=s 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.

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.

[Cooperative Agreement terms continued on page 3]

THE AGREEMENT (301812J042) is effective on the date first written above, is subject as applicable to the attached General Provisions for Financial Assistance and certifications, and is to continue in force until terminated by either party giving at least thirty (30) days written notice to the other.

IN TESTIMONY WHEREOF, on the date hereof, the parties have hereunto set their hands:

MOUNDS FIRE DEPARTMENT

Signature of Chief or other authorized official

Date

Printed/Typed Name of Fire Department Signatory

S A M P L E

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

Signature of Susan F. Kozarek, Contracting Officer

Date

c:\New Folder\Sample Fire Protection Agr



S A M P L E