

GENERAL AGREEMENT
between
The United State Department of Interior
National Park Service, Olympic National Park
and
The Port Angeles Fire Department
and
Clallam County Fire District No.2 (DUNS 619236842)
Clallam County Fire District No.3 (DUNS 876704321)
Clallam County Fire District No.4 (DUNS 619235307)
Clallam County Fire District No.5 (DUNS 185398729)
Clallam County Fire District No.6 (DUNS 136117806)

This General Agreement (Agreement) is entered into by and between the U.S. Department of Interior, National Park Service (NPS), Olympic National Park, the Port Angeles Fire Department, acting through its Fire Chief, and Fire Districts 2, 3, 4, 5, and 6 of Clallam County, Washington (Districts), acting through their Chairperson or Fire Chief. The purpose of this agreement is to establish the terms and conditions under which the parties will provide mutual assistance in emergency responses to protect lives and property.

ARTICLE I—BACKGROUND AND OBJECTIVES

The parties recognize that each agency has resources and facilities which can be mutually shared in the protection of life and property and providing emergency services to the public including, but not limited to, structural fire, wildland fire control, search and rescue, and emergency medical services. It is understood that this agreement shall not supplant existing agreements nor deny the right of any agency hereto to negotiate supplemental agreements.

ARTICLE II—AUTHORITY

For the NPS:

Pursuant to 42 U.S.C. § 1856a, each agency head charged with the duty of providing fire protection for any property of the United States, is authorized to enter into reciprocal agreement, with any fire organization maintaining fire protection facilities in the vicinity of such property, for mutual aid in furnishing fire protection for such property and for other property for which such organization normally provides fire protection.

For the Fire Districts:

This General Agreement is entered into by the Chairman or Fire Chiefs of Clallam County Fire Districts 2, 3, 4, 5, and 6 and the Fire Chief of the City of Port Angeles who have the signature authority to enter into agreements with the NPS regarding fire protection, suppression and emergency services on NPS administered lands pursuant to Chapters 52.12.111 and Section 76.04.135 of the Revised Code of Washington (RCW).

ARTICLE III – STATEMENT OF WORK

This General Agreement provides for mutual aid in furnishing fire protection between the NPS, Clallam County Fire Districts, and City of Port Angeles Fire Department.

A. NPS agrees to:

1. Assist the Districts/Department upon request to cooperate and coordinate with the Districts/Department personnel in wildland fire suppression, rescue activities and emergency response to incidents, when personnel and equipment are available, at no cost for the first 24 hours, except when described below for wildland fire and structure fire. After 24 hours for non-wildland and structure fires, cost reimbursement will be determined dependent upon the type of incident. If cost reimbursement will be sought, standard rates as described in the Incident Business Management Handbook, Pacific Northwest (PNW) regional supplements will be utilized.

2. Reimburse the Districts/Department for expenses for any time spent on requested resources beyond two hours when on scene of a wildland fire incident (not inclusive of travel time to and/or from the incident). The initial two hours of wildland fire response and travel to and/or from scene will be considered covered under the Payment in Lieu of Taxes the federal government pays the County. Cost will be determined on an hourly basis, as determined by the current year's engine apparatus reimbursement price as set in the Fire Business Management Handbook, Pacific Northwest (PNW) regional supplements.
3. Reimburse the fire district(s)/department for expenses for any time spent on requested resources beyond four hours when on scene of a structure fire incident (not inclusive of travel time to or from the incident). The initial four hours of structure fire response and travel to and from scene will be considered covered under the Payment in Lieu of Taxes the federal government pays the County. Cost will be determined on an hourly basis, as determined by the current year's engine apparatus reimbursement price as set in the Fire Business Management Handbook, PNW regional supplements.
4. Provide to the District an annual familiarization tour of the Park's facilities, equipment, and access points, if requested.
5. Assist the Districts/Department in providing basic wildland fire (\$130/\$190) and aviation training (\$271), at no cost to the Districts/Department when the federal agencies have planned training. Provide additional wildland fire training or instructors to the districts when requested, if instructors are available, at no cost.
6. If a Clallam County Type III incident management team is formed, the NPS will attempt to provide personnel, if qualified and available, to fill positions on the team. NPS personnel may be made available to serve in an interagency response to any National Response and/or mobilization of supplemental resources for emergency or planned event all-risk incidents.

B. The Districts agree to:

1. Furnish, when requested by the NPS, available qualified personnel, fire equipment, and rescue equipment to assist in emergencies and the suppression of structural fires and wildfires on federally owned land within the Park, when said equipment and personnel are available for response, at no cost for the first 24 hours, except when described below for wildland fire and structure fire. After 24 hours, cost reimbursement will be determined dependent upon the type of incident. If cost reimbursement will be sought, standard rates as described in the Incident Business Management Handbook and PNW regional supplements will be utilized.
2. Provide the first two hours of wildland fire response (not inclusive of travel time to or from the incident), at no cost to the NPS. The initial two hours of wildland fire response and travel to and from scene will be considered covered under the Payment in Lieu of Taxes the federal government pays the County. For any time after two hours on scene the Districts/Department will submit a bill within 60 days of the incident to the appropriate agency for any requested resources on scene. Cost will be determined on an hourly basis, as determined by the current year's engine apparatus reimbursement price as set in the Fire Business Management Handbook, PNW regional supplements.
3. Shall provide the first four hours of structure fire response at no cost to the NPS. The initial four hours of structure fire response and travel to and from scene will be considered covered under the Payment in Lieu of Taxes the federal government pays the County. For any time after four hours on scene (not inclusive of travel time to or from the incident), the fire Districts/Department will submit a bill within 60 days of the incident to the appropriate agency for any requested resources on scene. Cost will be determined on an hourly basis, as determined by the current year's engine apparatus reimbursement price as set in the Fire Business Management Handbook, PNW regional supplements.
4. The Fire Districts/Department shall supervise all aspects of interior structural fire suppression activities.

5. If a Clallam County Type III incident management team is formed, the Districts may choose to provide personnel, if qualified and available, to fill positions on the team. District personnel may be made available to serve in an interagency response to any National Response and/or mobilization of supplemental fire department resources for emergency or planned event all-risk incidents.

C. General Provisions:

Each requested agency will have the primary interest of protection of persons and property within its own jurisdiction and does not assume any responsibility or liability in not providing resources to the other parties of this Agreement.

1. Request for assistance shall be initiated by authorized personnel of the requesting agency directly to authorized personnel of the requested agency via radio, telephone, or in person or through PENCOM.
2. Only Minimum Impact Suppression Tactics will be used when fighting fires on any NPS managed lands. No ground-disturbing equipment such as graders or bulldozers will be used on NPS lands without the permission of the NPS Superintendent or his/her designee.
3. Either party may take immediate action to suppress a fire in the other party's area of primary responsibility in order to save a life or property, with immediate notification of the responsible party.
4. Nothing in this Agreement will be construed as obligating the NPS to expend in any one fiscal year any sum in excess of the monies appropriated by Congress and allocated by the NPS for the performance of this Agreement.
5. It is understood by the parties to this Agreement that because of the limited number of qualified firefighters and/or equipment, there may be instances when response may be limited or impossible.
6. The requesting agency shall have command and control of the incident scene. Change of command will only be performed and authorized with the mutual agreement of all parties on the scene, and in accordance with Incident Command System policies and procedures. Responding personnel will not initiate action, but will render only such assistance as is requested by the requesting agency, or will be necessary under the circumstances.
7. Accident Investigations: When an accident involving equipment or personnel of a responding Party occurs, the requesting Party shall immediately notify the jurisdictional and responding parties. As soon as practical, the requesting Party shall initiate an investigation of the accident. The investigation shall be conducted by a team made up of representatives from affected Parties, as appropriate.
8. Districts or the Department responding to medical emergencies involving private citizens within the lands administered by the NPS shall do so at no cost to the federal agencies. If it is within the District's or Department's policy to charge for medical treatment or transport, the Districts or Department have the authority to charge the private citizen directly for any response within NPS managed lands. The federal agencies will not serve as a collection agency for any bill submitted by the Districts/Department to a private citizen. If the response is to a federal employee of the NPS and the district normally charges for medical emergency response/transport, then a bill may be forwarded to the appropriate federal agency.
10. All Parties agree to allow the use of each other's radio frequencies when a supporting Party is assisting the protecting Party during emergency incidents, training or as requested during day to day operations.

ARTICLE IV – TERM OF AGREEMENT

The term of this Agreement shall commence on the day of final signature and shall remain in effect until January 1, 2020. A review of this Agreement will be conducted every five years for appropriateness and modified or renewed for a period of not more than five (5) years from the date the last Party signs the modification or renewal.

Any Party shall have the right to terminate their participation under this Agreement as described in Article XI that follows.

ARTICLE V – KEY OFFICIALS

A. Key officials are essential to ensure maximum coordination and communication between the parties and the work performed. They are:

1. For the NPS:

M. Sarah Creachbaum
Superintendent
Olympic National Park
600 East Park Avenue
Port Angeles, Washington 98362
Telephone: 360-565-3002
Email: sarah_creachbaum@nps.gov

Jay Shields
Acting Chief Ranger
Olympic National Park
600 East Park Avenue
Port Angeles, Washington 98362
Telephone: 360-565-3110
Email: jay_shields@nps.gov

Todd Rankin
Acting Fire Management Officer
Olympic National Park
600 East Park Avenue
Port Angeles, Washington 98362
Telephone: 360-565-3121
Email: todd_rankin@nps.gov

2. For the Fire Districts/Department:

Ken Dubuc
Fire Chief
Port Angeles Fire Department
102 E. 5th Street
Port Angeles, Washington 98362
Telephone: 360-417-4655
Fax: 360-417-4659
Email: kdupuc@cityofpa.us

Sam Phillips
Fire Chief
Clallam County Fire District No.2
700 Power Plant Road
Post Office Box 1391
Port Angeles, Washington 98362
Telephone: 360-452-7725
Fax: 360-452-9235
Email: chief@clallamfire2.org

Steve Vogel
Fire Chief
Clallam County Fire District No.3
323 N. Fifth Avenue
Sequim, Washington 98382
Telephone: 360- 683-4242
Fax: 360-683-6834
Email: svogel@clallamfire3.org

Alex Baker
Fire Chief
Clallam County Fire District No.4
Post Office Box 106
Joyce, Washington 98343
Telephone: 360-928-3132
Fax: 360-928-9604
Email: chief@clallamfire4.org

Patricia Hutson
Fire Chief
Clallam County Fire District No.5
Post Office Box 530
Clallam Bay, Washington 98326
Telephone: 360-963-2371
Fax: 360-928-3132
Email: pdhutson@yahoo.com

Pat Graham
Fire Chief
Clallam County Fire District No.6
Post Office Box 2385
Forks, Washington 98331-2385
Telephone: 360-374-2266
Email: pgguideservice@centurytel.net

- B. Communications** – Communications that relate to this Agreement shall be copied to all Key Officials. Communications that relate to routine operational matters described in the current agreement may be conveyed to the appropriate Key Official.

ARTICLE VI—AWARD AND PAYMENT

1. Billing and Estimates and Time Frames – Each Party will notify the respective administrative headquarters of any reimbursable claims that they intend to make and will strive to provide an estimate of the amount involved within 30 days in each reimbursable action. Absent a written extension of time granted by the reimbursing party, the final itemized claim should be submitted to the reimbursing party within 60 days of the suppression action.

When mutually agreed, local fire suppression payments may be consolidated into a single statement at calendar year end, and the Party with excess expenditures will be reimbursed by the other Party.

2. Billing Content: Bills will contain, at a minimum the incident name(s) and duration, locations(s), jurisdictional unit, and appropriate incident number; and will be supported by documentation, including applicable cost share agreements. Billings for fire suppression assistance may include reimbursable costs, but will not be assessed indirect cost rates.

ARTICLE VII—LIABILITY

The NPS shall be liable, to the extent allowed by law, including the Federal Tort Claims Act, for claims for personal injuries or property damage resulting from the negligent or wrongful act or

omission of any employee of the United States while acting within the scope of his or her employment, arising out of this Agreement.

The Districts/Department or cooperating agency shall defend, indemnify and hold the National Park Service its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of, or in conjunction with, that Fire Districts/Department acts or omissions in the performance of the Agreement, except for injuries and damages caused by the sole negligence of the District/Department or cooperating agency.

The parties shall cooperate, to the extent allowed by law, in the submission of claims against the NPS or Districts/Department by third parties for personal injuries or property damage resulting from the negligent act or omission of any NPS or Districts/Department staff in the course of the activities undertaken pursuant to this Agreement.

ARTICLE VIII—REPORTS AND/OR OTHER DELIVERABLES

Upon request and to the full extent permitted by applicable law, the parties will share with each other final reports of incidents involving both parties.

ARTICLE VIV—PROPERTY UTILIZATION

Unless otherwise agreed to in writing by the parties, any property furnished by one party to the other will remain the property of the furnishing party. Any property furnished one to another during the performance of this agreement will be used and/or returned in the same condition received except for normal wear and tear in project use, or disposed of as set forth in NPS Property Management Regulations. Property management standards set forth in *43 CFR § 12.933 through 12.935* apply to this Agreement.

ARTICLE X—MODIFICATION AND TERMINATION

A. This Agreement may be modified only by a written instrument executed by the parties. 120 days prior to the expiration date, the agreement shall be reviewed to determine if a new 5-year agreement is needed. This Agreement shall be reviewed by all parties annually. Modifications within the scope of this Agreement shall be made by the issuance of a written modification, signed and dated by all Parties, prior to any changes being performed. No party is obligated to fund any changes not properly approved in advance.

B. Any party may terminate this Agreement by providing the other party with thirty (30) days of written notice. In the event that one party provides the other party with notice of its intention to terminate, the parties will meet promptly to discuss the reasons for the notice and to try to resolve the differences.

ARTICLE XI—STANDARD CLAUSES

A. **Non-Discrimination** – All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

B. **Lobbying Prohibition** - *18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002* - No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the

United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31. In addition to the above, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply.

- C. **Anti-Deficiency Act** – *31 U.S.C. Paragraph 1341* – Nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

- D. **Minority Business Enterprise Development** - Pursuant to *Executive Order 12432* it is national policy to award a fair share of contracts to small and minority firms. NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order.

- E. **Publications of Results of Studies** - No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publication of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contribution to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscript to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements in which there is a difference of opinion.

ARTICLE XII—SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

FOR THE CITY OF PORT ANGELES AND THE CLALLAM COUNTY FIRE DISTRICTS/DEPARTMENTS:

Ken Dubuc Fire Chief City of Port Angeles	Date
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Sam Phillips Fire Chief Clallam County Fire District 2	Date
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Richard Ruud Chairman Clallam County Fire District 2	Date
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Richard Houts Date
Commissioner
Clallam County Fire District 3

Alex Baker Date
Fire Chief
Clallam County Fire District 4

Greg McMahon Date
Commissioner
Clallam County Fire District 5

Dennis Johnson Date
Chairman
Clallam County Fire District 6

FOR THE NATIONAL PARK SERVICE

M. Sarah Creachbaum Date
Superintendent
Olympic National Park