



INTRLOC\_00    USDA FOREST SERVICES

File Location

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6/1/2014

**Document Type:**    Interlocal                      New

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**PO# Location:**        INTRLOC-000

**Effect Date:**            6/7/2011

**Term Date:**             6/1/2014

**CR#:**                      47753

**Related CR#:**            \_\_\_\_\_

**Ordinance:**             \_\_\_\_\_

**Resolution:**            8266

**Leg Date:**              7/18/2011

**Vendor #:**               219138

**Description:**            COOPERATIVE FIRE PROTECTION AGREEMENT  
MT BAKER -SNOQUALMIE NATIONAL FOREST  
PO 1110327-000

Notes:

INTRLOC\_00  
INTERLOCAL AGREEMENTS  
12/31/2099  
500176854



CR# 47753 DATE 8-3-11 Loc INTELDC-000 Agreement No. 11-FI-11060500-017  
Cooperator Agreement No. \_\_\_\_\_

Res 8266 PD1110327-000

**COOPERATIVE FIRE PROTECTION AGREEMENT  
BETWEEN  
U.S. DEPARTMENT OF AGRICULTURE, FOREST SERVICE  
MT. BAKER-SNOQUALMIE NATIONAL FOREST  
AND  
THE CITY OF BELLEVUE, FIRE DEPARTMENT**

This COOPERATIVE FIRE PROTECTION AGREEMENT, is made and entered into by and between the USDA Forest Service Mt. Baker-Snoqualmie National Forest, hereinafter referred to as the FOREST SERVICE, and the City of Bellevue Fire Department, hereinafter referred to as the FIRE DEPARTMENT 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), and the Robert T. Stafford Disaster Relief and Emergency Assistance Act (P.L. 93-288).

**I. PURPOSE**

The purpose of this Agreement is to 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 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 FIRE DEPARTMENT 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 FIRE DEPARTMENT are intermingled or adjacent to lands protected by the FOREST SERVICE.

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**

1. Refer to Appendix I for DEFINITIONS.
2. Refer to Appendix II for Reimbursements for Stafford Act incidents.



3. **OPERATING PLANS.** The parties will meet annually, prior to the initiation of fire season to prepare an Operating Plan (OP). This OP will include protection area maps for all parties, current rates for use of FIRE DEPARTMENT 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.
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. **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 FIRE DEPARTMENT costs shall include costs from the point of mobilization, transportation, salary for actual hours worked, benefits, overtime premiums, per diem and to the point of demobilization of the member(s) deployed. The costs of "backfilling" employees, as defined in Appendix I of this agreement, into local home unit positions for personnel that have been mobilized to incidents is authorized and reimbursable. 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.

SUPPORTING party shall submit a bill within 120 days from date of the incident. 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 FOREST SERVICE. The invoice with original signature and supporting documentation are to be submitted by the FIRE DEPARTMENT to:



Anthony Starkovich  
902 SE North Bend Way, Bldg 1  
North Bend, WA 98045  
Phone: 425-888-8761  
Cell: 206-696-2282  
FAX: 425-888-1910  
Email: [astarkovich@fs.fed.us](mailto:astarkovich@fs.fed.us)

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

7. **NONDISCRIMINATION.** The FIRE DEPARTMENT 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.
8. **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.
9. **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.
10. **WAIVER OF CLAIMS.** The FIRE DEPARTMENT and FOREST SERVICE hereby waive all claims between and against each other for compensation for loss, damage, and personal injury, including death, to each other's property, employees, agents, and contractors occurring in the performance of this agreement. The FIRE DEPARTMENT hereby agrees to defend and hold harmless the FOREST SERVICE, its representatives or employees, from any damage incident to the performance of the work resulting from, related to, or arising from this instrument when the Forest Service responds to requests of the FIRE DEPARTMENT for incidents off National Forest System Lands.

This provision shall not relieve any Party from responsibility for claims of 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.

11. Federal wage provisions (Davis-Bacon or Service Contract Act) are applicable to any contract developed and awarded under this agreement where all or part of the funding is provided with Federal funds. Davis-Bacon wage rates apply on all public works contracts in excess of \$2,000, and Service Contract Act wage provisions apply to service contracts in excess of \$2,500.
12. When FOREST SERVICE personnel are suppressing wildfires on lands for which the FIRE DEPARTMENT has the protection responsibility, the FOREST SERVICE is not liable to the FIRE DEPARTMENT or any landowner for any damage in consequence of the performance of work under the agreement. When FIRE DEPARTMENT personnel are suppressing wildfire on lands for which the FOREST SERVICE has the protection responsibility, the FIRE DEPARTMENT is not liable to the FOREST SERVICE or any landowner for any damage in consequence of the performance of work under the agreement.
13. 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.
14. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

**Forest Service Project Contact**

Anthony Starkovich  
902 SE North Bend Way, Bldg 1  
North Bend, WA 98045  
Phone: 425-888-8761  
Cell: 206-696-2282  
FAX: 425-888-1910  
Email: [astarkovich@fs.fed.us](mailto:astarkovich@fs.fed.us)

**Forest Service Administrative  
Contact**

Colleen Brower  
Olympic National Forest  
1835 Black Lake Blvd SW  
Olympia, WA 98512-5607  
Phone: 360-956-2389  
FAX: 360-956-2277  
E-Mail: [cbrower@fs.fed.us](mailto:cbrower@fs.fed.us)



**Fire Department Project Contact**

Marty LaFave, Battalion Chief  
Bellevue Fire Department  
450 110<sup>th</sup> Avenue NE  
Bellevue, WA 98004-5514  
Phone: 425-452-6982  
FAX: 425-452-5287  
E-Mail: [mlafave@bellevuewa.gov](mailto:mlafave@bellevuewa.gov)

**Fire Department Administrative Contact**

Michael A. Eisner, Fire Chief  
Bellevue Fire Department  
450 110<sup>th</sup> Avenue NE  
Bellevue, WA 98004-5514  
Phone: 425-452-6895  
FAX: 425-452-5287  
E-Mail: [meisner@bellevuewa.gov](mailto:meisner@bellevuewa.gov)

15. **MODIFICATION.** Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed. The FOREST SERVICE is not obligated to fund any changes not properly approved in advance.
16. **COMMENCEMENT/EXPIRATION DATE.** This instrument is effective for 5 years from the date of last signature at which time it will expire.
17. **TERMINATION BY MUTUAL AGREEMENT.**

This instrument may be terminated, in whole or part, as follows:

1. When the FOREST SERVICE and FIRE DEPARTMENT agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
2. By 30 days written notification by the FIRE DEPARTMENT to the Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the FOREST SERVICE decides that the remaining portion of the grant must not accomplish the purpose for which the grant was made, the FOREST SERVICE may terminate the award upon 30 days written notice.

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

Upon termination of an instrument, the FIRE DEPARTMENT 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 FOREST SERVICE shall allow full credit to the FIRE DEPARTMENT for the U.S. Federal share of the non-cancelable obligations properly incurred by the FIRE DEPARTMENT up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.



18. 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 instrument as of the last date written below

CITY OF BELLEVUE FIRE  
DEPARTMENT

USDA FOREST SERVICE

  
MICHAEL A. EISNER  
Fire Chief

6/7/11  
DATE

  
Y. ROBERT IWAMOTO  
Forest Supervisor

07.28.11  
DATE

CITY OF BELLEVUE

The authority and format of this instrument has been reviewed and approved for signature.

  
COLLEEN BROWER  
Grants & Agreements Specialist  
U.S. Forest Service

6/7/2011  
DATE

  
BRAD MIYAKE  
Deputy City Manager

7-26-11  
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 Department whole.
- **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.
- **BOUNDARY LINE FIRES.** Fire 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.
- **COOPERATIVE FIRE PROTECTION.** Specific fire protection services furnished by one party to the other on a reimbursable basis pursuant to the Annual Operation Plan.
- **DIRECT COSTS.** Costs directly related to the suppression effort. These costs do not include dispatch or other administrative costs.
- **OVERHEAD COSTS.** Costs not directly chargeable to suppression efforts, but which are part of the overall costs of operation. Forest Service overhead costs are chargeable at the current Forest Service overhead assessment rate. Fire Department overhead allowance is 10% of the direct salary and wage costs of providing the service (excluding overtime, shift premiums, and fringe benefits) unless otherwise negotiated and documented in the Annual Operating Plan
- **PRESCRIBED FIRE.** The planned or permitted use of fire to accomplish specific land management objectives.
- **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.
- **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 Annual 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 Annual 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-tasked 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 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



**Exhibit A  
2011 Pay Plan**

The following personnel of the City of Bellevue FIRE DEPARTMENT are designated Fire Department Resources. Personnel may be added through an amendment or as a revision to this AOP. While on assignment, these individuals are City of Bellevue FIRE DEPARTMENT employees and the City of Bellevue FIRE DEPARTMENT will be reimbursed for their actual costs.

The FY 2011 hourly compensation rates for the identified City of Bellevue FIRE DEPARTMENT personnel include any applicable pay as follows:

**FY2011 Hourly Compensation Rates for Fire Department Resources from Bellevue FD:**

Personnel	Status	Position Type	Regular Comp. Rate		Overtime Comp. Rate
			Base Hourly	Benefits	
<i>Pat Nipert</i>	<i>SR</i>	<i>MEDL</i>	<i>\$39.08/hr</i>	<i>\$10.21/hr</i>	<i>\$61.46/hr</i>

The regular compensation rates identified above include the following benefits:

- Workers compensation at 0.99%,
- Unemployment compensation at 0.13%
- Employers Contribution to Medicare at 1.45%,
- Employer Contribution to Social Security Replacement (MEBT) at 6.20%
- Employer Contribution to WA State LEOFF II Retirement at 5.02%
- Medical and Dental at 12.35%

Documentation of benefits included in rates will not be required to be submitted with billing, but should be maintained, and may be requested by the government at any time.



## Exhibit B 2011 Operating Plan

The purpose of this operating plan is to describe the dispatching procedures for 2011. The 2009-2010 Washington State Association of Fire Chief's Wage and Equipment Rate Schedule is in effect and is incorporated by reference. The current FTR Mileage Reimbursement Rates and Per Diem rates are in effect and are available at [www.gsa.gov](http://www.gsa.gov).

**Dispatch Procedure.** Mt. Baker-Snoqualmie National Forest utilizes South Puget Region Washington State Department of Natural Resources for initial attack dispatch (South Puget Dispatch). Resource orders and logistical support of extended attack incidents and off-unit incident assignments is handled by Puget Sound Interagency Communication Center (PSICC).

Any request for firefighting resources between the U.S. Forest Service and Cooperator shall be made through South Puget Dispatch, via radio communication system, telephone or other electronic communication method (i.e. facsimile, email).

All U.S. Forest Service fire suppression aviation resource needs will be requested by South Puget Dispatch and ordered through PSICC.

- All aviation resources assigned within the coverage area (such as Severity Aircraft) will be dispatched, tracked and flight-followed through South Puget Dispatch utilizing Automated Flight Following (AFF) unless assigned otherwise.

**Resource Availability.** South Puget Dispatch will status resources in ROSS for all DNR, Forest Service (MSF South Zone) and Cooperator resources.

- A list of available resources will be sent to South Puget Dispatch, via email for upward reporting to PSICC/GACC, weekly or as status changes during fire season. A list will also be provided to the Standby/Duty Officers.
- All qualified and available U.S. Forest Service and Cooperator resources will be available for fire dispatch within the coverage areas regardless of land ownership.

**ORIGINAL**

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 8266

A RESOLUTION authorizing execution of a cooperative Fire Protection Agreement between US Department of Agriculture, Forest Service, Mt. Baker-Snoqualmie National Forest and the City of Bellevue to allow joint participation in incident management teams.

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

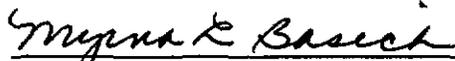
Section 1. The City Manager or his designee is hereby authorized to execute a cooperative Fire Protection Agreement between US Department of Agriculture, Forest Service, Mt. Baker-Snoqualmie National Forest and the City of Bellevue to allow joint participation in incident management teams, a copy of Fire Protection Agreement has been given Clerk's Receiving No. 47753.

Passed by the City Council this 10<sup>th</sup> day of July, 2011, and signed in authentication of its passage this 10<sup>th</sup> day of July, 2011.

(SEAL)

  
Don Davidson, DDS  
Mayor

Attest:

  
Myrria L. Basich, City Clerk

CITY COUNCIL AGENDA MEMORANDUM

**SUBJECT**

Resolution No. 8226, authorizing execution of a cooperative Fire Protection Agreement between US Department of Agriculture, Forest Service, Mt. Baker-Snoqualmie National Forest and the City of Bellevue to allow joint participation in incident management teams.

**FISCAL IMPACT**

Adopting this Resolution will authorize, when needed, reimbursement for all costs associated with Fire Department employees serving on Washington State Incident Management Teams. Contracts are administered by the US Department of Agriculture, Forest Service.

From the time of mobilization of the member until the member is demobilized by the Forest Service, the City will be fully compensated for the response of personnel in accordance with the current employee pay schedules, union contracts, benefits, and policies set forth by the City.

The Forest Service will, in a timely manner, reimburse the City the normal and usual rates of pay (salaries and benefits) and back-fill costs accrued as the result of the mobilization of the member(s) deployed.

**STAFF CONTACT**

Michael A Eisner, Fire Chief	452-6895
Marty LaFave, Battalion Chief Fire Department	452-6982

**POLICY CONSIDERATION**

Delivery of essential public safety services represents a core governmental service recognized and supported by both past and current Councils. The execution of this agreement will enable the City of Bellevue to participate in the prevention, detection and suppression of wildfires with qualified personnel upon request, when local resources are otherwise exhausted or overwhelmed under Mutual Aid.

**BACKGROUND**

The 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 agreements. The Fire Department has the responsibility to provide the same services to structures and non-wildland fires within their established fire district. These structures and lands protected by the Fire Department are intermingled or adjacent to lands protected by the Forest Service.

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. This agreement also provides an opportunity for Bellevue Fire Personnel to develop skills from events that rarely occur in our community. This is similar to our commitment to provide personnel to the Washington State Urban Search and Rescue Team.

The parties will meet annually prior to the beginning of the fire season to prepare an operating plan which will also include maps and current rates for use of Fire Department equipment and personnel, lists of principal personnel and dispatching procedures.

The parties will operate under the concepts defined in the Department of Homeland Security's National Incident Management System (NIMS). They will also 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 System Guide (PMS-310-1).

#### **EFFECTIVE DATE**

If approved, this Resolution will become effective immediately upon Council adoption.

#### **OPTIONS**

1. Adopt Resolution No. 8266 authorizing execution of a cooperative Fire Protection Agreement between US Department of Agriculture, Forest Service, Mt. Baker-Snoqualmie National Forest and the City of Bellevue to allow joint participation in incident management teams.
2. Do not adopt Resolution No. 8266 and provide alternative direction to staff.

#### **RECOMMENDATION**

Adopt Resolution No. 8266 authorizing execution of a cooperative Fire Protection Agreement between US Department of Agriculture, Forest Service, Mt. Baker-Snoqualmie National Forest and the City of Bellevue to allow joint participation in incident management teams.

#### **MOTION**

Move to adopt Resolution No. 8266 authorizing execution of a cooperative Fire Protection Agreement between US Department of Agriculture, Forest Service, Mt. Baker-Snoqualmie National Forest and the City of Bellevue to allow joint participation in incident management teams.

#### **ATTACHMENT**

Proposed Resolution No. 8266

#### **AVAILABLE IN COUNCIL OFFICE**

Cooperative Agreement

2510-RES  
7/14/11

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 8266

A RESOLUTION authorizing execution of a cooperative Fire Protection Agreement between US Department of Agriculture, Forest Service, Mt. Baker-Snoqualmie National Forest and the City of Bellevue to allow joint participation in incident management teams.

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Manager or his designee is hereby authorized to execute a cooperative Fire Protection Agreement between US Department of Agriculture, Forest Service, Mt. Baker-Snoqualmie National Forest and the City of Bellevue to allow joint participation in incident management teams, a copy of Fire Protection Agreement has been given Clerk's Receiving No. \_\_\_\_\_.

Passed by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2011, and signed in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

(SEAL)

\_\_\_\_\_  
Don Davidson, DDS  
Mayor

Attest:

\_\_\_\_\_  
Myrna L. Basich, City Clerk

(a) Potential litigation (*approximately 30 minutes*)

16. Adjournment

CR #: 47753 Date: 8-3-11 Loc: INTPLDG PO #: 1110327-000  
As 8266



City of Bellevue  
 Finance - Contracting Services  
 425-452-7876

**Grant Agreement Routing Form**

**Current Agreement Information**

<b>Agreement Title:</b> Cooperative Fire Protection Agreement	<b>Agreement Type:</b> Revenue Agreement
<b>Agreement Description:</b> Provides OT/backfill if/when BFD staff are deployed on behalf of WA State Incident Management Team.	<b>Document Type:</b> Funding Agreement
<b>Agreement Form:</b> Custom Agreement Document	<b>Agreement Manager:</b> Marty LaFave
	<b>Agreement Amount:</b> \$0.00 ?
	<b>Total Aggregate Value:</b> NaN

**Project Information:**

<b>Project Name:</b> Coop Fire Protection Agreement	<b>Project Manager:</b> Marty LaFave
<b>Department:</b> Fire	<b>Are matching funds required on this project?</b> No

**Granting Organization Information:**

**Funding Agency:** USDA Forest Service  
**Administrative Agency:** USDA Forest Service  
**Administrative Agency JDE Vendor #:** 219B8  
**Funding Program Name:** USDA Forest Service

**Agreement Terms:**

**Original Effective Date:** 06/07/2011 (actual date)      **End Date:** 06/01/2014 (estimated date)

**Related Agreement Information:**

**Is this a renewal/amendment?** No

**Council Approval:**

**Council Award Date:** 7/18/11      **Ordinance #:** 4968      **Resolution #:** 8266

**Route:**

		<u>In</u>	<u>Out</u>
Contracting Services:	<u>M Schussler</u>	<u>6/21/11</u>	<u>7/19/11</u>
Accounting:	<u>V. Doherty</u>	<u>6/21/11</u>	<u>6/21/11</u>
Information Technology:	Not Required		
Legal:	<u>[Signature]</u>	<u>7/19/11</u>	<u>7/19/11</u>
Insurance Reviewed By:	<u>Joseph Nicolai</u>	<u>7/19/11</u>	<u>7/19/11</u>
Department Director:	<u>[Signature]</u>		
Contracting Services:	<u>M Schussler</u>	<u>8/3/11</u>	<u>8/3/11</u>
Return To:	Gale Hill		
City Clerk's Office:	<u>M. Tomrow</u>	<u>8-3-11</u>	<u>8-3-11</u>

1110327-000

**Document Management Information:**

CIP Plan #:

JDE Project Number:

Budget Fund:

Explanation:

Funding Source:

**Budget Information:**

There is no budget requirement for this agreement.

Year	Description	JDE Account Number	Amount

**Additional Comments:**

This agreement will allow Pat Nipert to be a medical unit leader in a WA State Incident Management Team, and the USDA Forest Service will compensate the City of Bellevue Fire Department for OT/Backfill necessary for his deployment.