

**COOPERATIVE FIRE PROTECTION AGREEMENT  
BETWEEN  
PIKE & SAN ISABEL NATIONAL FORESTS  
COMANCHE & CIMARRON NATIONAL GRASSLANDS  
PSICC  
AND  
US DEPARTMENT OF THE ARMY  
FORT CARSON**

This COOPERATIVE FIRE PROTECTION AGREEMENT, is made and entered into by and between the USDA Forest Service, PSICC, hereinafter referred to as the FOREST SERVICE, and the US Department of the Army, acting by and through Fort Carson, hereinafter referred to as Fort Carson, 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), Cooperative Funds and Deposits Act of December 12, 1975 (16 USC 565a1-3), effective April 14, 2008 through May 1, 2009.

**A. PURPOSE**

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

**B. STATEMENT OF MUTUAL BENEFITS AND INTERESTS**

Responsibility for prevention and control of wildfires on Fort Carson rests with Department of the Army, and for National Forest System Lands, with the Forest Service. The Forest Service maintains prevention, detection and suppression forces through the National Forests covering areas adjacent to lands which Fort Carson protects. Fort Carson maintains prevention, detection, and suppression forces through the Department of the Army to protect areas of Fort Carson which are adjacent to lands which the Forest Service protects. It is to the mutual advantage of both Fort Carson and the Forest Service to coordinate their efforts in the prevention, detection, and suppression of wildfires in and adjacent to their areas of responsibility, without duplication. It is the intent of this agreement that Fort Carson firefighters are allowed to assist in the suppression of wildfires on all National Forest System lands and that Forest Service firefighters are allowed to assist in the suppression of wildfires on Fort Carson lands which Fort Carson is committed to protect.

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.

**C. DEFINITION OF TERMS**

1. Annual Fire Protection Plan. This is a document that provides:

1. Maps showing boundaries delineating Forest Service and Fort Carson areas of responsibility under this agreement.

2. Fire protection organization of each party, including location of standby crews, fire equipment, air attack facilities, and provisions of each party to notify the other when significant changes are to be made in the organization.
3. Protection and firefighting facilities which are available for cooperative use, subject to each party's regulations and procedures.
4. Each party's procedures and responsibilities for:
  - a. Issuing burning permits.
  - b. Initiating and effects closure orders.
  - c. Maintenance of communications, roads, trails, and other fire suppression facilities
  - d. Prevention efforts and provisions for coordination of these efforts.
  - e. Law enforcement.
5. Details of reimbursable and non-reimbursable costs and services, including provisions for overhead costs, if any.
6. Details of interagency air operations.
7. Initial attack dispatch plans.
8. Staffing and inspection schedules.
9. Detection standards.
10. Repair and maintenance of detection towers operated for joint need.
11. Designations of authorized representatives.
12. Signatures of authorized representatives.
13. Details for out-of-State suppression assignments for Ft. Carson personnel (pay schedule, personal and safety gear, Standard Form 228, Interagency Fire-job Qualifications Card (red color)).

B. Boundary Fires. These shall mean fires that burn on adjoining lands of both parties or threaten to burn across fire protection boundaries. This includes those situations where the actual location of the fire protection boundary is uncertain.

C. Cooperative Fire Protection Services. These shall mean specific fire protection services furnished by one party to the other on a reimbursable basis, pursuant to annual fire protection plans.

D. Direct Costs. These are those costs directly related to the suppression effort. These costs are not to include dispatch or other administrative costs.

E. First 48-hours. This shall mean the period of fire suppression from the time of initial dispatch to the fire and ending 48 hours later.

F. Initial Attack Forces. These are suppression personnel and equipment (air and/or ground) of either or both parties that are initially dispatched to a fire in accordance with a preplanned dispatch plan.

G. Overhead Costs. These, as applicable to services provided for under this agreement, are those costs not directly chargeable to suppression efforts, but which are part of the overall cost of operation.

H. Reciprocal Fire Protection Services. This shall mean non-reimbursable fire protection assistance, extended by either party to lands of the other party, as each may be in a position to furnish. These lands are described and shown in the annual fire protection plan.

I. Reimbursable Work. This shall mean 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.

J. Reinforcements. These are all additional personnel and equipment needed to facilitate suppression action following initial attack.

K. Return to official Station. This is the time the employee is returned to the point of hire, or is no longer available.

L. Time of Departure. This is the initiation of the employment period, beginning at the point and time individuals make themselves available for hire or work, at the request of an authorized officer.

M. Extended Attack. This is when a fire goes beyond the 48-hour initial attack period.

**D. . RECIPROCAL FIRE PROTECTION (ACT OF MAY 27, 1955).**

1. The Forest Service shall make initial attack on wildfires on those Ft. Carson protected lands shown on maps which are a part of the annual fire protection plan.

2. Fort Carson shall make initial attack on wildfires on those Forest Service protected lands shown on maps which are a part of the annual fire protection plan.

3. Both parties shall:

a. Annually, prior to the initiation of fire season, the Forest Service and Fort Carson shall meet and mutually prepare plans for and set up reciprocal initial attack areas for wildfires occurring on lands intermingled or adjoining protection responsibility. The plan shall be approved and signed by the designated representatives of Forest Service and Fort Carson, and made a part of this agreement as an attachment.

b. The receiving party shall not be required to reimburse the assisting party for its costs when a fire is controlled by assisting party's planned initial attack force within the first 48-hour period.

c. The receiving party shall reimburse the assisting party for all costs, including overhead, incurred by the assisting party for reinforcement and services furnished beyond the initial attack force during the first 48-hour period, and for all costs, including overhead, for the services of both the initial attack force, including mop-up work and reinforcements, incurred beyond the first 48-hour period.

d. When suppressing wildfires on lands for which the other party is responsible, each of the parties to this agreement do hereby expressly waive all claims against the other party for compensation for any loss, damage, personal injury or death occurring in consequence of the performance under this section of this agreement.

e. Wildfires resulting from prescribed fires that escaped and which were ignited by or at the direction or under the supervision of one of the parties to this agreement shall be the responsibility of that party. All suppression costs shall be borne by the responsible party. A party may take appropriate suppression action when lands under its protection jurisdiction are involved in or threatened by the fire. Such suppression action may be taken on its own initiative or at the request of the responsible party. A party may take appropriate suppression action, at the request of the responsible party, when lands under its protection jurisdiction are not involved in or threatened by the fire. The responsible party shall reimburse the other party for all suppression costs incurred in accordance with this clause.

**E. FOREST SERVICE AND FORT CARSON FURTHER AGREE TO THE FOLLOWING MISCELLANEOUS CONDITIONS.**

1. Either party shall terminate this agreement by providing 60 days written notice to the other. Unless terminated by written notice, this agreement shall remain in force until May 1, 2009.
2. Annually, prior to the initiation of fire season, the parties hereto shall meet and develop an Annual Operating Plan, in writing, which shall be attached hereto and made a part hereof.
3. Either party shall notify the other party in advance of prescribed burning operations in areas of mutual protection or adjacent to boundaries.
4. Each party shall be responsible for the training of their respective fire suppression personnel.
5. Fire prevention and law enforcement efforts shall be coordinated to the maximum extent possible, at all levels of both agencies, particularly at the Forest Service Ranger District and Department of Environmental, Compliance, and Management level.
6. Each party shall render mutual assistance in law enforcement activities and the gathering of evidence, and in actual court prosecutions to the fullest extent practicable. The Forest Service shall be responsible for law enforcement on wildfires originating on and are confined to private and Fort Carson land on which it takes sole action. On wildfire burning on both National Forest System and Fort Carson and private land, any law enforcement action shall be agreed to between the authorized officers or their designated representatives. Nothing in this provision shall be construed to prevent immediate arrest by a Federal Officer under a federal law of a party apprehended in the act of a fire law violation.
7. Both parties shall furnish each other or otherwise make available upon request such maps, documents, instructions, records, and reports, which either party considers necessary in connection with this agreement, subject to the United States Department of Agriculture and/or the United States Department of the Army policies and regulations.
8. Each party may install and maintain radio equipment in the other party's facilities without charge, as provided for in the annual fire protection plan.
9. Each party, when suppressing wildfires for the other party, shall adhere to the suppression and mopup standards of the receiving party concerning facilities and manpower. The sending party shall strive to dispatch only personnel who meet or exceed the minimum requirements for the training and physical standards of the National Interagency Fire Qualifications System.
10. Personnel of either party shall, upon discovering or receiving reports of wildfires on areas protected by the other party, report such wildfires promptly to the responsible party in accordance with current practice and instructions as described in the annual fire protection plan.
11. When a wildfire is on or threatening lands of both parties, either party may, upon its own initiative and without reimbursement, go upon lands of the other to engage in wildfire suppression activities for the protection of its lands. When a qualified officer of the responsible party is present and available to assume responsibility, they shall be

- recognized as being in charge of the wildfire suppression efforts by both parties. When a wildfire is burning on or near lands of both parties and reinforcements are required in addition to the initial attack forces, one of the following organizations options may be used:
- a. Division of fire responsibilities based upon ownership, acreage, access, or damage potential.
  - b. Unified Command Structure
  - c. When Fort Carson suppresses wildfires burning wholly or in part on National Forest System lands, the necessary fire report shall be forwarded to the responsible Forest Service Official on a Department of the Army form. Using Form FS-5100-29, Individual Fire Report (Report FS-5100-M), the Forest Service shall report to Fort Carson all fires on Fort Carson land suppressed by the Forest Service. These reports shall be forwarded within 30 days of the fire. Reports of wildfire costs shall be forwarded within 60 days.
12. Personnel dispatched by either party for the benefit of the other party under the terms of this agreement shall be considered as employees of the sending party. Said sending party shall be responsible for the welfare of such personnel, including the treatment of any injuries which may result on any fire or enroute to or from any fire, as provided by the laws and regulations under which each party operates.
13. Equipment owned or used by either party to suppress fires in lands for which the other is responsible shall normally be operated, serviced, and repaired by owning party. Exceptions to this practice, where needed, shall be agreed to in writing by both parties, in advance.
14. Each party shall be responsible for damage to its equipment under its laws and rules, except when equipment is rented without operators, the receiving party shall be responsible under applicable laws of the party and the signed rental agreement.
15. Aircraft requested from another Forest Service Region shall be paid for at the sending Region's rate per hour, plus overhead assessment.
16. The salary or wages of direct personnel shall be at the actual cost to the sending party for work time from the time of departure until return to official station, including overtime, if and when overtime is earned, under the laws or rules governing the employees of the sending party. Overhead costs shall be billed by the Forest Service at the overhead rate current at the time of the suppression action and by the Division at the current indirect cost rate negotiated under the provisions of OMB Circular A-87.
17. Neither party shall be bound to make any expenditure's under the terms of this agreement, except as authorized by law.
18. When either party requests reimbursable assistance from the other, the sending party shall dispatch only personnel who meet or exceed the minimum requirements for the training and physical standards of the National Interagency Fire Qualification System (NIFQS).
19. All aircraft and pilots used to transport Forest Service personnel or that are directly controlled by the Forest Service shall be certified by a qualified Forest Service or United States Department of Interior Office of Aviation Services (OAS) inspector prior to Forest Service use.
20. Where there is a need for joint use of a detection facility and one party is manning the facility owned by the other party, the owning party shall normally provide all the materials and supplies for maintenance and repair of the structure. The manning party shall furnish all labor for this maintenance and repair, including grounds clean-up and maintenance. The manning party shall pay for all utilities and telephone services used at that location.
21. In the performance of work, Fort Carson agrees to comply with the provisions shown in section 1, Equal Opportunity, of part B, Labor Standards Provisions, which is attached and made a part of this agreement. For the purpose of this agreement "contractor" means Fort Carson; "contracting officer" and "contracting agency" means Forest Service.
22. The recipient organization shall comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d), and in accordance with the Title VI of that Act, no person in the United

States shall, on the ground of race, color, handicap, or natural origin, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the recipient receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

To comply with Public Law 91-190, the National Environmental Policy Act of 1969, Fort Carson and the Forest Service agree to direct their program activities covered by this agreement toward managing and enhancing the environment for the widest range of beneficial uses without its degradation or risk to health or safety or other undesirable consequences.

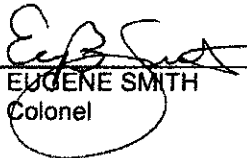
**COMMENCEMENT/EXPIRATION DATE.** This instrument is effective as of April 14, 2008 through 5/1/2009 at which time it will expire unless extended.

**EXTENSION OF PERFORMANCE PERIOD.** The Forest Service, by written modification may extend the performance period of this instrument for a total duration not to exceed 5 years from its original date of execution.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 1st date written below.

US ARMY  
FORT CARSON

USDA FOREST SERVICE PSICC

  
\_\_\_\_\_  
EUGENE SMITH                      2 June 08  
Colonel                                      DATE

\_\_\_\_\_  
ROBERT J. LEAVERTON                      DATE  
Forest Supervisor

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

\_\_\_\_\_  
MONICA H. CORDOVA                      DATE  
Agreements Coordinator

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USDA FOREST SERVICE PSICC

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EUGENE SMITH                      DATE  
Colonel

Robert J. Leaverton 4/18/08  
ROBERT J. LEAVERTON                      DATE  
Forest Supervisor

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

Monica Cordova 4/2/08  
MONICA H. CORDOVA                      DATE  
Agreements Coordinator