

# COOPERATIVE FIRE PROTECTION AGREEMENT

Between

**CITY OF COULEE DAM**

**COULEE DAM, WASHINGTON**

And

**BUREAU OF RECLAMATION**

**GRAND COULEE POWER OFFICE**

**GRAND COULEE, WASHINGTON**

In accordance with

**Reciprocal Fire Protection Act of May 27, 1955**

**(69 Stat. 66; 42 U.S.C. 1856(a))**

The purpose of this Cooperative Fire Protection Agreement (Agreement) is to document the commitments to fire protection assistance and cooperation made by the City of Coulee Dam and the Bureau of Reclamation (BOR) where it is to the mutual advantage of the agencies to coordinate efforts in fire response and the protection of life and property from fire and in firefighting.

It is agreed that:

1. Upon request by a designated City representative, the BOR Fire Department will respond with firefighting equipment and personnel as requested by a City representative(s).
2. Upon request by a designated BOR representative, the City will respond with firefighting equipment and personnel to any point within the firefighting jurisdiction of the BOR Fire Department with the exception of the identified **High Hazard Areas** (Power Plants, Pumping Plant, High Voltage Cable Tunnel, and interior of the Switchyards) which will be covered by a separate service agreement.
3. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:
  - a. Any request for aid hereunder shall include a statement of the amount and type of equipment and personnel requested and shall specify the location to which the equipment and personnel are to be dispatched. The amount and type of equipment and number of personnel to be furnished shall be determined by a representative of the responding agency.

- b. The responding agency shall report to the officer-in-charge of the requesting agency at the location to which the equipment and personnel have been dispatched. The requesting officer-in-charge will direct all responding personnel; however, no action is required by the responding forces until all personnel present are made aware of special hazards present or those hazards likely to be encountered. The responding agency shall provide an officer-in-charge of their personnel and equipment furnished. Each officer-in-charge shall be responsible for supervision, deployment and action of his/her personnel and shall in no way be held responsible for any failure to take any action which to him/her shall seem improper or unreasonably dangerous at the time. The responding officer-in-charge shall be responsible for the safe use and preservation of their equipment and assumes all risk of loss of, or damage to, such equipment.
- c. A responding agency shall be released by the requesting agency when the services of the responding agency are no longer required or when the responding agency is needed within the area for which it normally provides fire protection.
- d. All equipment used by the City in carrying out this agreement will, at the time of action hereunder be owned by it; and all personnel acting for the City under this agreement will, at the time of such action, be a Volunteer of the City.
- e. Aid will be provided within policy and standards/qualifications of the responding department.
- f. This agreement is for mutual aid only. No money will be exchanged for services under this agreement.

4. Liability and Claims – Each party to this agreement hereby waives all claims against the other party for compensation for any loss, damage, personal injury or death occurring in consequence of the performance of this agreement.

5. Annulment Rights – The City of Coulee Dam warrants that no person or agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide established commercial agencies maintained by a city for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this agreement without liability or in its discretion to require the City to pay the full amount of such commission, percentage, brokerage or contingent fee.

6. Members Not to Benefit – No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise there from, but this restriction shall not be construed to extend to this agreement if made with a corporation or company for its general benefit.

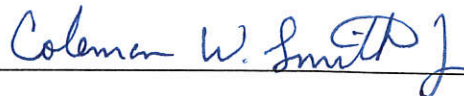
The parties will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex or national origin. The parties will take affirmative action to ensure that the applicants are employed and that employees are treated during employment, without

regard to their race, color, religion, age, sex or national origin. Such action shall include, but limited to, the following: Employment, upgrading, demotion or transfer, rates of pay or other forms of compensation; and selection for training including apprenticeship.

This agreement shall commence on the date the last party signs below and shall remain in effect until cancelled by either party by giving 30 days advance, written notice.



Mayor, City of Coulee Dam



Grand Coulee Power Office Manager



Date



Date