

COOPERATIVE FIRE PROTECTION AGREEMENT

BETWEEN

GREAT LAKES FOREST FIRE PROTECTION COMPACT

AND

FOREST SERVICE, UNITED STATES DEPARTMENT OF AGRICULTURE

THIS AGREEMENT, made and entered into by and between the Forest Service, United States Department of Agriculture, acting through the Director of the Northeastern Area, State and Private Forestry, 370 Reed Road, Broomall, Pennsylvania, 19008 (Forest Service), and the Great Lakes Forest Fire Protection Compact, acting through the Compact Chairperson, (Compact), under the provisions of Section 7 of the Cooperative Forestry Assistance Act of 1978; Public Law 95-313, (16 U.S.C. 2106); Federal Property and Administrative Service Act of 1949, as amended (40 U.S.C. 483-490); and the Department of Agriculture Organic Act of 1944, as amended (16 U.S.C. 580a).

WHEREAS, the purpose of the Compact is to promote effective presuppression, prevention and suppression of forest fires in the north central area of the United States and adjacent areas of Canada by developing integrated forest fire plans, establishing a central agency to coordinate the services provided by the member states and perform common services deemed desirable, and providing for mutual aid in suppressing forest fires among the states of the area; and

WHEREAS, the Forest Service is charged to cooperative with State Foresters or equivalent State Officers, and through them other agencies in developing systems and methods; providing financial, technical, and related assistance; cooperate in organizing, training and equipping local fire fighting forces for prevention, control, suppression, and prescribed use of fires on rural lands to protect human life, agriculture crops, livestock, property, and natural resources on non-Federal Forest Lands and other non-Federal Lands.

NOW, THEREFORE, in consideration of the above, the parties mutually agree as follows:

A. THE COMPACT AGREES TO:

1. Provide Compact personnel to participate in National, Area and Compact Training sessions as trainees and instructors when available.
2. Encourage member states to maintain an effective forest fire prevention program by exchanging ideas and information in fire prevention, working on and coordinating fire prevention in the Compact area, and developing and improving the fire prevention programs of the member states and the Compact.
3. Encourage member states to provide an effective forest fire training program by sharing information, sharing and exchange fire training resources and instructors, identify specific fire training needs, and developing a plan to implement priority needs.
4. Develop regional (state) and Compact forest fire plans, assist member states and the Compact in determining operational needs, and develop a work plan to meet the priority needs.

5. Conduct the necessary business to provide direction for Compact affairs through, two meetings annually, of the Board and at least one meeting of each of the committees.
6. Furnish the Forest Service any reports on Compact activities, accomplishments, or exercises which are of Area and /or National interest.
7. Work for which cooperative funding if desired will be presented annually in training plans, work plans and implementation schedules.

B. THE FOREST SERVICE SHALL:

1. Keep the Compact informed of Advance Fire Training Available at the Area or National level, provide a commensurate number of slots, and provide financial assistance to cover cost of the trainees and instructors designated to participate as a national interest activity.
2. Provide financial assistance to cover travel, per diem and, in some cases, salary costs of Compact personnel to implement the work plans and implementation schedules referred to in A.7.
3. Provide financial assistance as agreed to annually to cover travel, per diem, and related expenses of the Board and their committees in conducting the business of the Compact as a national interest activity.
4. Publish and distribute any reports that are determined to be in the national interest.

C. IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT:

1. This agreement is effective when accepted by both parties and will remain in effect until such party takes action to withdraw there from. Such action shall not be effective until sixty (60) days notice to the other in writing.
2. No member 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 therefrom, but, this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.
3. Nothing herein shall be construed as obliging the parties to extend funds or involve them in any contract or other obligation for the future payment of moneys in excess of appropriations authorized by law and administratively allocated for this work.
4. Exhibits A and B are attached and made part of this agreement in these exhibits. "Contractor" means "Compact"; "Contracting Office" and "Contractor Agency" means "Forest Service".

BY: Michael T. Rains
MICHAEL T. RAINS

TITLE: AREA DIRECTOR

DATE: 9/25/89

BY: Michael L. Willick
MICHAEL L. WILLICK

TITLE: COMPACT CHAIRPERSON

DATE: October 10 / 89

THE GREAT LAKES FOREST FIRE PROTECTION AGREEMENT

THIS AGREEMENT is entered into by and between the State and Provincial Forest Fire Protection Agencies signatory hereto, hereinafter referred to as "Members."

FOR AND IN CONSIDERATION OF the following terms and conditions, the contracting Members solemnly agree;

Article I

- 1.1 The purpose of this Agreement is to promote effective prevention, presuppression and control of forest fires in the Great Lakes Region of the United States and adjacent areas of Canada by the Members thus providing for mutual aid in prevention, presuppression and control of forest fires among the Members and for procedures that will facilitate such aid, and by the establishment of a Board to coordinate the services of the Members and perform such common services as they deem desirable.

Article II

- 2.1 This Agreement shall become effective for those Members ratifying it whenever any two or more of the Members, the States of Michigan, Minnesota and Wisconsin or the Province of Ontario, have ratified it.
- 2.2 Any State or Province not mentioned in this Article which is contiguous to any Member may become a party to this Agreement subject to unanimous approval of the Board of the Members.

Article III

- 3.1 Each Member joining in this Agreement shall appoint two representatives to a board hereby designated as the Great Lakes Forest Fire Protection Board. One shall be the senior forest fire supervisor or officer holding an equivalent position responsible for the forest fire control in the State or Province. The second representative shall be another employee of each forest fire protection organization. The State Forester or equivalent shall be an ex-officio Member. This Board shall be a body corporate with powers and duties set forth herein.

Article IV

- 4.1 It shall be the duty of the Board of Members to determine from time to time such methods, practices, circumstances and conditions as may be found for enhancing the prevention, presuppression and control of forest fires in the area comprising the Members' territory, to coordinate the plans and the work of the appropriate agencies of the Members and to coordinate the rendering of aid by the Members to each other in fighting forest fires.
- 4.2 The Board of Members shall develop cooperative program plans for the area covered by this Agreement.
- 4.3 The Board of Members agrees to consult with and advise the appropriate administrative agencies of the Members which are a party to this Agreement regarding problems with the prevention, presuppression and control of forest fires and recommend the adoption of such actions as deemed advisable.

- 4.4 The Board of Members shall have the power to recommend to the signatory Members any and all measures that will help in the prevention, presuppression and control of forest fires.

Article V

- 5.1 The Board of Members shall biennially elect from its Members a chairperson and vice chairperson. The Board shall appoint such officers or employees necessary to put the provisions of this Agreement into effect and shall fix and determine their duties and qualifications. The Board shall adopt such bylaws for the conduct of its business and may meet at any time or place but agree to meet at least once each calendar year.
- 5.2 A majority of the Board of Members shall constitute a quorum for the transaction of its general business. Motions of Members present shall be carried by a simple majority except as stated in Article II. No action of the Board imposing any obligation on any signatory Member shall be binding unless an official on the Board from such signatory Member State or Province has voted in favor thereof.

Article VI

- 6.1 Whenever a Member requests aid from any other Member in controlling or preventing forest fires, the Member agrees to render all possible aid to the requesting Member which is consonant with the maintenance of protection at home.

Article VII

- 7.1 Whenever the forces of any Member are aiding another Member under this Agreement, the employees of such Member shall operate under the direction of the officers of the Member to which they are rendering aid and be considered agents of the Member they are rendering aid to and, therefore, have the same privileges and immunities as comparable employees of the Member to which they are rendering aid.
- 7.2 No Member or its officers or employees rendering aid within another State or Province pursuant to this Agreement shall be liable on account of any act or omission on the part of such forces while so engaged, or on account of the maintenance or use of any equipment or supplies in connection therewith to the extent authorized by the laws of the Member receiving the assistance. The receiving Member, to the extent authorized by the laws of the State or Province, agrees to indemnify and save-harmless the assisting Member from any such liability.
- 7.3 Any Member rendering outside aid pursuant to this Agreement shall be reimbursed by the Member receiving such aid for any loss or damage to, or expense incurred in the operation of any equipment and for the cost of all materials, transportation, wages, salaries and maintenance of personnel and equipment incurred in connection with such request in accordance with the provisions of the previous section. Nothing contained herein shall prevent any assisting Member from assuming such loss, damage, expense or other cost or from loaning such equipment or from donating such services to the receiving Member without charge or cost.
- 7.4 For purposes of this Agreement, personnel shall be considered employees of each sending Member for the payment of compensation to injured employees and death benefits to the representatives of deceased employees injured or killed while rendering aid to another Member pursuant to this Agreement.

- 7.5 The Board of Members shall formulate procedures for claims and reimbursement under the provisions of this Article.
- 7.6 Aid by a Member to an area subject to federal jurisdiction shall not be required under this Agreement.

Article VIII

- 8.1 When appropriations for the support of the Board or for the support of common services maintained by the Board are necessary, the Board of Members shall allocate the costs evenly among the Members.
- 8.2 The Board of Members shall keep accurate books of account, showing in full its receipts and disbursements, and the books of account shall be open at any reasonable time to the inspection of representatives of the Members.
- 8.3 On or before the first day of March of each year, the Board of Members shall submit to the Members a full and complete report of its activities for the preceding calendar year.

Article IX

- 9.1 The Board of Members may accept any and all donations, gifts, and grants of money, equipment, supplies, materials and services from the federal or any local government, or any agency thereof and from any person, firm or corporation, for any of its purposes and functions under this Agreement, and may receive and use the same subject to the terms, conditions, and regulations governing such donations, gifts and grants.

Article X

- 10.1 Nothing in this Agreement shall be construed to authorize or permit any Member to curtail or diminish its forest fire fighting forces, equipment, services or facilities and it shall be the duty and responsibility of each Member to maintain adequate forest fire fighting forces and equipment to meet normal or anticipated demands for forest fire protection within its borders.
- 10.2 Nothing in this Agreement shall be construed to limit or restrict the powers of any Member to provide for the prevention, control and extinguishment of forest fires or to prohibit the enactment or enforcement of State or Provincial laws, rules or regulations intended to aid in such prevention, control and extinguishment of forest fires in such State or Province.
- 10.3 Nothing in this Agreement shall be construed to affect any existing or future Cooperative Agreement between Members and their respective federal agencies.

Article XI

- 11.1 The Board of Members may request the United States Forest Service to act as a research and coordinating agency of the Great Lakes Forest Fire Protection Agreement in cooperation with the appropriate agencies for each Member.

Article XIII

- 12.1 This Agreement shall continue in force and remain binding on each Member until such Member takes action to withdraw therefrom. Such action shall not be effective until sixty (60) days after notice thereof has been sent to all other Members.
- 12.2 In the event of termination of this Agreement, any property acquired as the result of this Agreement which is held jointly by the Members shall become the property of the Member where the property is located at the time of termination upon payment by that Member to the other Member of the fair market value of the other Member's ownership in the property. In the event the Member where the property is located does not desire to acquire sole ownership of the property, the property shall be disposed of as provided by the laws of the State or Province where the property is located and any proceeds shall be returned to the Members in proportion to their ownership in the property.
- 12.3 Should there be any surplus moneys at the time of termination, those moneys shall be returned to the Members in proportion to the contributions of the Members.

Article XIII

- 13.1 Nothing in this Agreement shall obligate the funds of any Member beyond those approved by appropriate legislative action.

GREAT LAKES FOREST FIRE PROTECTION AGREEMENT

Entered into by the State of Wisconsin, Department of Natural Resources, this 12th day of July, 1989.

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

BY CD Zesadny

Entered into by the State of Michigan, Department of Natural Resources, this 14th day of July, 1989.

STATE OF MICHIGAN
DEPARTMENT OF NATURAL RESOURCES

BY Delbert Recta
for David F. Hales, Director

Entered into by the Province of Ontario, Ministry of Natural Resources, this 5 day of August, 1989.

PROVINCE OF ONTARIO
MINISTRY OF NATURAL RESOURCES

BY Vincent H. Skerid

Entered into by the State of Minnesota, Department of Natural Resources, this ___ day of 10 Aug, 1989.

STATE OF MINNESOTA
DEPARTMENT OF NATURAL RESOURCES

BY James McIlwain

EQUAL OPPORTUNITY

(The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR, Ch. 60).

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.
- (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

Continued on reverse

CERTIFICATION OF NONSEGREGATED FACILITIES

- (8) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES

certification of Nonsegregated Facilities, as required by the May 9, 1967, order (51 F.R. 2428, May 19, 1967) on Elimination of Segregated Facilities, the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each contract or for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

EXHIBIT B

CERTIFICATION OF NONSEGREGATED FACILITIES

This clause shall be applicable as required by rules, regulations, and relevant orders of the Secretary of Labor (41 CFR, ch. 60). By the execution of this Agreement, the Institution certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Institution agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Agreement. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. It further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods:

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF
REQUIREMENT FOR CERTIFICATION OF
NONSEGREGATED FACILITIES

A certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Great Lakes Forest Fire Protection Compact Cooperative Fire Protection
Organization Name PR/Award Number or Project Name
Michael L. Willick Compact Chair person
Name and Title of Authorized Representative
[Signature] October 10/89
Signature Date