

Bureau of Indian Affairs
Office of Facilities Management
and Construction
Structural Fire Protection Program
Policies and Procedures

Prepared by
Branch of Special Programs
Office of the Deputy Director

STRUCTURAL FIRE PROTECTION PROGRAM

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STRUCTURAL FIRE PROTECTION PROGRAM

1.0 Purpose

The Bureau of Indian Affairs (BIA) has the responsibility of providing fire safe Bureau facilities and ensuring a safe level of fire protection response. The BIA has established the Structural Fire Protection Program to fulfill this responsibility. This document outlines the policies and procedures regarding this program and has been prepared for BIA Regional Agencies and Offices, Bureau of Indian Education Programs and Office of Justice Services Facilities Management personnel.

1.1 Scope

The Structural Fire Protection Program (SFPP) provides funding for improvement and repair and personal protection to address the identified needs and requests from BIA funded locations pertaining to structural fire protection and detection systems, including emergency fire suppression equipment response. Procedures listed pertain to structural fire protection issues, including emergency requests.

1.2 Authorities

The Structural Fire Protection Program operates under the following authorities:

- A. 40 USC 471-483** - the policy for management of Federal Property. Language includes “care of handling” which is defined to include “preserving and protecting.”
- B. 25 USC 13** - authorizes expenditures by the BIA for the “relief of distress and conservation of health.”
- C. 42 USC 1856** - authorizes Fire Protection Services and specifically provides for the Secretary of the Interior to contract with state and local agencies for fire protection services.
- D. Public Law 91-596, Occupational Safety and Health Act of 1970**
- E. National Fire Protection Association Life Safety Codes** - provides minimum requirements, with due regard to function, for the design, operation and maintenance of buildings and structures for safety to life from fire.
- F. National Fire Protection Association 1 Uniform Fire Code** - prescribes minimum requirements necessary to establish a reasonable level of fire and life safety and property protection from the hazards created by fire, explosion, and dangerous conditions.
- G. National Fire Protection Association 1500 Standard on Fire Department Occupational Safety and Health Program** - specifies the minimum requirements for an occupational safety and health program for a fire department.

Additional requirements are referenced in National Fire Protection Association (NFPA) Codes and Standards listed above.

1.3 Policy

The policy of the BIA Structural Fire Protection Program (SFPP) is to provide all funded Bureau Facilities with structural fire protection and to ensure all Bureau funded facilities are fire safe, with working fire alarms systems and sleeping areas protected by automatic sprinkler systems. All Bureau facilities shall have structural fire response provided by a fire organization for fire suppression activities and rescue operations. Educational facilities shall be paramount in priority for all structural fire

protection issues. The SFPP Manager shall provide technical assistance on structural fire related matters, upon request by any governmental entity. The SFPP Manager may use personal contacts such as professional organizations, county, municipal, state or other federal entities for additional information. The SFPP Manager will continue to network with all professional fire organizations at the Federal, State, Municipal, County levels. Response to non-Bureau facilities by Bureau Fire Departments shall be made only to facilities or structures where a current Mutual Aid Agreement is in place between the parties.

1.4 Responsibility

The Assistant Secretary of Indian Affairs is responsible for all Bureau funded facilities and their occupants. The Assistant Secretary of Indian Affairs shall ensure a Mutual Aid Agreement with another fire protection entity is in place for Bureau facilities where no Bureau structure fire department exists. The Mutual Aid Agreement may be with Tribal, Municipal, County, or Federal fire entities.

1.5 Procedures

Requests from Bureau funded locations for any structural fire protection systems or equipment, repair, replacement or procurement shall be based on priority backlogs in the Facilities Management Information System (FMIS). The backlogs seeking SFPP funding must be entered as Category "F-Fire" for the following categories:

Fire Suppression Systems (Automatic Sprinkler Systems)

The BIA has taken a major step in retrofitting automatic sprinkler systems in existing dormitories. The retrofit of automatic sprinkler systems in dormitories allows for the control or extinguishing of a fire, giving occupants a secondary means of egress when normal exits are blocked by fire, heat or smoke.

1. The SFPP Manager will continue to evaluate the building inventory for dormitories needing automatic sprinkler systems.
2. All locations shall enter into FMIS as a deficiency any sleeping area that does not have an automatic sprinkler system.
3. All safety managers/officers and facilities managers shall advise the SFPP Manager of any dormitories that do not have an automatic sprinkler system.
4. Sprinkler systems projects will be included in the OFMC Five Year Plan.
5. Construction for retrofit of sprinklers systems will follow National Fire Protection Association 13R (light hazard) Standard for Installation of Sprinkler Systems. [The Division of Safety and Risk Management granted an exception to allow light hazard retrofit of automatic sprinkler systems to be installed in existing dormitories.]

Fire Alarm Systems (Including Smoke Detectors)

All BIA funded facilities shall meet the requirements of the National Fire Protection Association Life Safety Codes and National Fire Protection Association 72 National Fire Alarm Code.

1. The SFPP Manager will continue to evaluate building inventory for locations needing smoke detectors and fire alarm systems.
2. All locations shall enter into FMIS (fire category) needed smoke detectors or fire alarm systems not covered by Operations and Maintenance (O&M) funding.
3. All safety managers/officers and facilities managers shall advise the SFPP Manager of any location needing smoke detectors or fire alarm systems.

4. Fire alarm replacement will be considered at facilities where fire alarm systems are chronic in repairs and more than 10 years old, non-working fire alarm systems that may have been damaged (environmental), and systems that have been in service for more than 25 years.
5. Fire alarm system projects will be listed in OFMC's Five Year Plan.

Structural Fire Trucks

Laws, codes and standards tasked the Bureau with providing structural fire protection (response) to its funded facilities. Responding structural fire groups shall have safe fire trucks meeting National Fire Protection Association 1901 Standard for Fire Automotive Apparatus and general OSHA requirements.

1. Any request for a new structural fire truck shall be entered in FMIS.
2. Primary consideration for a structural fire truck will be given to Bureau funded locations that provide primary structural fire protection to educational and detention facilities. Other Bureau funded facilities will also be given consideration depending on immediate need.
3. Priority will be given to those locations where no structural fire truck exists, response by another fire entity is 10 minutes or more away in travel time, or the present structural fire truck does not meet current NFPA Standards.
4. Needed structural fire trucks will be included in the OFMC Five Year Plan.
5. All fire trucks will meet the latest National Fire Protection Association 1901 Standard for Automotive Fire Apparatus and the NFPA 1500 Standard on Fire Department Occupational Safety and Health Programs. The Occupational Safety & Health Act also has standards that pertain to the safety aspect of emergency apparatus.
6. The SFPP Manager shall provide recommendations to the Contracting Officer regarding the fire truck best suited for BIA. Additional requirements consist of the following:
 - a. Uniformity with other BIA fleet in truck models and styles
 - b. Commercial chassis shall be selected with a 3 person cab, automatic transmission, air conditioning, 1250 GPM pump and 1,000 gl. water tank.
 - c. A suitable vehicle repair location for truck warranties shall be available within reasonable travel locations (cautions should be taken on engines and drivetrains offered by a manufacturer whose service for warranty is not available in the vicinity).
 - d. Fire trucks readily available through the GSA Schedule
 - e. Required fire truck equipment listed in NFPA 1901 (i.e. hose & nozzles)
 - f. Fire truck training to be conducted in a centralized location (Albuquerque)
 - g. Additional Fire truck pump testing conducted in Albuquerque, New Mexico at 5,000 ft above sea level, upon delivery by contractor
 - h. All additional equipment shall be mounted by contractor
 - i. Fire truck locations not listed below will be delivered by contractor upon completion of letter "e & f" above.
7. Upon notification of arrival dates for fire trucks, the SFPP Manager shall notify each location of the delivery date and fire truck training.
8. Each location shall have a minimum of three personnel attend fire truck training. The participants shall be identified fire personnel assigned firefighting responsibilities. The location is responsible for all travel expenses.

Fire Stations

Fire stations ensure preparation for emergency response to Bureau facilities by protecting the fire truck from weather and providing longevity and security of the fire truck and its equipment. Fire stations shall meet NFPA 1500 Standard. Fire stations are designed and built from the BIA prototype pre-fabricated fire station (boilerplate).

1. Request from location for a new fire station shall be entered into FMIS.
2. Consideration for a fire station will be given to Bureau funded locations that provide primary structural fire protection to educational and detention facilities. Other Bureau funded facilities will also be considered.
3. Priority will be given to those locations where no fire station exists, response by an entity that provides structural fire protection is 10 minutes or more away in travel time, or the current area being used is not proper for fire truck storage.
4. Needed fire stations will be included in the OFMC Five Year Plan.

Structural Fire Truck Equipment

Fire truck equipment should be inventoried periodically by each location to determine their needs and to insure emergency operations will not be hampered by missing or damaged equipment.

1. Requests for structural fire truck equipment shall be entered into FMIS. Structural fire equipment items not listed as required in NFPA 1901 Standard on Automotive Fire Apparatus will require additional written justification.
2. Requests for other supportive fire equipment shall be entered into FMIS as a deficiency. This shall include self-contained breathing apparatus (SCBA) air cylinder recharge stations, pneumatic tools, exhaust fans, generators, etc.
3. Additional written detailed information should be included, when possible, explaining the circumstances for the request to the SFPP Manager.
4. Funding for additional fire equipment is based on budget approval.
5. Fire truck equipment will be entered in the OFMC Five Year Plan.

Personal Protective Equipment (PPE)

PPE is required by NFPA, OSHA & NIOSH for all structural fire fighting activities. PPE shall meet all applicable Standards.

1. Request for PPE shall be entered as a deficiency in FMIS.
2. PPE shall consist of helmet (with eye shield); hood; boots; gloves; protective coat and trousers; and self-contained breathing apparatus with personal Alert Safety System.
3. Requests for replacement of self-contained breathing apparatus shall be entered into FMIS as a deficiency separate from turnout gear. It is recommended that written justification be made to the SFPP Manager through normal facilities channels. Justification should include condition, make and model of the current SCBA being used.
4. Needed personal protective equipment will be in OFMC's Five Year Plan.

Structural Firefighter Training

Structural fire fighter training shall be provided annually for all Bureau locations. This shall insure fire fighting skills for new and current firefighters are maintained. All structural fire training shall follow National Fire Protection Association 1001 Firefighter Qualifications.

1. The SFPP Manager shall coordinate structural firefighter training for all BIA locations.
2. The fire training will be open to all Bureau fire fighters and other governmental entities that provide structural fire protection to BIA facilities.
3. Locations wanting to attend other non-sponsored BIA structural fire training may request to do so. This should also include follow-up correspondence outlining reasons for the fire training.
4. Structural Firefighter training will be conducted at locations in the northern and southern regions.
5. Structural Firefighter training will be funded as part of OFMC's Five Year Plan.

1.6 Funding

Life Safety fire deficiencies existing in the backlog or identified in an annual health and safety inspection with completed abatement plans will be considered for SFPP funding.

1. The minimum and maximum funding level follows:
 - Minimum \$2,500 per backlog item
 - Maximum \$250,000 per backlog item (exceptions can be made on a case by case basis).
2. SFPP funds not obligated within the current year will be withdrawn at the end of the fiscal year. Redistribution of withdrawn funds will be considered based on a Regional request submitted within the first quarter of the new fiscal year. The Regional request must be accompanied by justification indicating the intent to utilize funding by the end of the second quarter.
3. Minor design could be required for certain projects identified by SFPP backlogs and should be considered within the creation of the backlog.
4. SFPP funds are for the abatement of those identified critical deficiencies which cannot wait on an FI&R project and urgency requires that action be taken as soon as possible. All Regions/Agencies, Grant and Contract Schools must prioritize only those projects that can be accomplished annually utilizing existing in-house staff or contracted services.
5. Emergency backlogs can be funded through the SFPP Emergency Reimbursement Program.
6. Demolition backlog items are funded separately through the Demolition Program.
7. Reprogramming of Funds
 - (a) Savings from one funded SFPP backlog to another backlog at the "same location" can be accomplished by memorandum (electronic e-mail) from the ELO or Agency to the Region and forwarded to OFMC, identifying the need for utilizing savings. The funded savings can only be used to correct existing backlogs identified at the location in FMIS. Upon their conclusion, all funded backlogs must have a completed cost and date entered into FMIS.
 - (b) To fund additional non-programmed (no backlog) projects with SFPP backlog savings, a reprogramming request memorandum (electronic e-mail) must be submitted by the ELO or Agency to the Region and forwarded for approval to OFMC.

1.7 Validation Process and Prioritization

Review of the P09 Reports

The Regions need to review the location's P09 reports, making corrections and deletions as warranted based on field prioritization. This review will identify health/safety and other high-priority SFPP deficiencies. Safety report deficiencies with abatement plans will be considered for SFPP funding when

established as backlogs. Emergency backlog items may also be created and funded through the SFPP Emergency Program.

S-1 fire related program backlogs or other high priority deficiencies residing in an FI&R project Program of Requirements (POR) can be removed from the POR for consideration of SFPP funding. The Region, in consultation with the Location/Agency must determine the urgency for the deficiency to be corrected prior to the commencement of the FI&R project. The Region should request that OFMC Program & Planning release the subject items from the FI&R POR. This action will allow the backlog to be funded under the SFPP program.

Abatement Plans

1. All identified deficiencies not mitigated within 30 days must have interim and permanent abatement plans developed and encoded as backlogs into FMIS.
2. All cited health and safety deficiencies not corrected within 30 days will require an interim and final abatement plan. The Regions and Agencies are responsible for verifying that this has been accomplished. If a critical deficiency is not listed in the Annual Health and Safety Report, then the Region or Agency should approach the appropriate Safety Officer to ascertain whether the deficiency can be included in an existing or new safety report.
3. All Safety deficiencies identified for abatement must be developed as backlogs by Facility Management and encoded into the FMIS for approval.

Using the P09 Reports, the Regions must validate their SFPP projects, utilizing the following criteria:

1. Verify the backlog deficiencies are not to be duplicated in a Program of Requirements (POR) for an FI&R project.
2. Verify that the backlog deficiency has not already been corrected.
3. Verify that the backlog item is described adequately and the cost estimate for correction is current.
4. Verify that the region, agency or location staff can successfully accomplish the SFPP projects.
5. Verify that there are there sufficient planning, execution, and procurement resources.
6. Verify that the SFPP funds can be obligated in the current fiscal year.

When the Agencies and ELOs have prioritized their SFPP projects from the field locations, the prioritized listing of those projects must be forwarded to the Region in FMIS Supplemental Funds Request (SFR). The Regions must provide the final check of validation of backlog items and submit the regional prioritized list via the FMIS SFR to OFMC by August 15, as specified under Section 1.7 Milestones, below. Changes to regional lists should be presented to OFMC no later than September 15. When OFMC receives appropriations, funding will be immediately distributed to the regional offices and/or ELOs.

1.8 Milestones

The schedule dates below will be the approximate timeframes used for Supplemental Funds Request (SFR) submission and for the distribution of annual SFPP funds:

- A. August: Regional Facility Management reviews field prioritized lists by comparing them to the FMIS P09 Reports (Detail of Locations Backlog) for accuracy and current cost estimates.

Prioritized lists from the field shall be consolidated and submitted to OFMC. The priority lists shall be submitted in FMIS Supplemental Funds Request.

- B. September: OFMC reviews the prioritized list and provides feedback and informs Regions of estimated Fiscal Year allocation of funds. Region submits to OFMC all changes to the SFPP prioritized list.
- C. October: OFMC initiates Funds Distribution Documents (FDD) and submits FDD to Budget/Finance when appropriations are enacted.

1.9 Fire Evacuation Videos

An objective of the SFPP is to insure fire evacuation from educational facilities is uniform and understandable. Fire evacuation videos will be produced every five years to insure all evacuation procedures are updated and the interest of students is maintained.

Three fire evacuation videos shall be produced to target all the occupants of dormitories. One video shall be produced to provide Elementary age students a clear, concise explanation of the fire alarm and fire suppression systems. The video shall provide easy to understand fire evacuation procedures to this age group. A second video shall be produced for High School age students. This video will also provide a clear, concise explanation of fire alarms and fire suppression systems. Additional emphasis in the video will be placed on the importance of not tampering with or vandalizing any of the system components. For the Home Living Specialist, a video with directions on how to conduct a safe fire evacuation and account for all occupants in their dormitory will be produced.

The Director Bureau of Indian Education or their designee shall be kept informed of all video production regarding clearance to film on location, student involvement and video distribution. The Director of BIE requires mandatory viewing of the appropriate video by all occupants of dormitories. Notification of this requirement will be made in writing.

The SFPP Manager shall provide the requirements and a statement of work to the Contracting Officer for processing. A committee of three to five stakeholders should be brought together to help with the video production. The committee members should include safety officer(s), facilities manager(s) and a school home living specialist. The SFPP Manager will chair the committee.

2.0 Mutual Aid Agreements

Each party shall agree to provide reciprocal assistance, when needed, under a prearranged plan or contract. The agreement will be activated when an emergency exceeds the requesting party's initial emergency response capabilities. The Mutual Aid Agreement shall be accomplished by either:

Memorandum of Agreement (MOA)

The MOA language shall specify the means for assistance during an emergency, when called upon, by either of the identified parties. The emergency shall be identified as a threat to life or identified property. The request for assistance may be to provide initial response or to augment the requesting party's own response. The MOA shall specify resources to be used for assistance to the identified parties. Compensation for reimbursable cost and the means for cost recovery shall also be specified. See MOA Exhibit A - BIA or Tribe to Provide Fire Protection for Payment.

Memorandum of Understanding (MOU)

The MOU language shall specify the means for assistance during an emergency, when called upon, by either of the identified parties. The emergency shall be identified as a threat to life or identified property. The request for assistance may be to provide initial response or to augment the requesting party's own response. The MOU shall not hold either party liable for equipment damaged or lost at the emergency, including death or injuries to personnel. There shall be no cost to either party when assistance is requested, unless specified. See Exhibit B - BIA or Tribe to Provide Fire Protection at No Cost. The level of structural fire response shall be pre-determined by each entity. Response to emergencies shall not be greater than the capabilities or level of training of the fire department or fire brigade.

EXHIBIT A
BIA OR TRIBE TO PROVIDE FIRE PROTECTION FOR PAYMENT

**MEMORANDUM OF AGREEMENT (MOA) FOR MUTUAL/AUTOMATIC AID INVOLVING
FIRE PROTECTION RESPONSE**

This Mutual/Automatic Aid Agreement is entered into this date day of month, year, by and between the Bureau of Indian Affairs (herein after referred to as the BIA) and the Name of Tribe of Location (herein after referred to as the Tribe).

WHEREAS, in the past, the BIA and Tribe provided a form of mutual assistance to each other in extinguishing fires and preserving life and property in their respective jurisdictions and such mutual assistance was found to be beneficial to both the Tribe and BIA and

WHEREAS, the BIA Agency Superintendent is authorized to enter into this agreement on behalf of the BIA and

WHEREAS, Name of Tribe Tribal Chairperson is authorized to enter into this agreement on behalf of the Tribe.

THEREFORE BE IT AGREED THAT the parties mutually agree as follows:

1. Structural fire response will be provided to all structures within the Tribal/Agencies boundaries except for the following buildings: Name of Building and address or location
2. Subject to the availability of personnel and equipment, the BIA will render Mutual/Automatic Aid to the Tribe in emergency fire responses for preserving life and property. Such assistance shall be the consideration for this agreement. "Mutual Aid" refers to assistance requested by the Tribe on an as-needed basis. "Automatic Aid" refers to assistance which will be dispatched automatically by a responding party within the others party's jurisdiction, without a request, as agreed upon and programmed by the respective dispatch centers.
3. The party requesting services shall reimburse or compensate the responding party for all or any part of the cost incurred by the responding party while furnishing Mutual/Automatic Aid, as agreed upon in the Payment Structure. Payment structure is provided in the Exhibit C supplement to this MOA/MOA. Payment shall be made for any emergency responses for preserving life and property, as negotiated by the parties for particular assignments or courses in advance of the performance of such services, and which shall be submitted by addendum in accordance with Exhibit C - Payment Schedule. This will include cost recovery by the responding organization, as allowed by law, policy or agreement, from a responsible third party.
4. The parties will compensate each other for loss, damage, personal injury or death occurring in consequence of the performance of this agreement, when due to the negligent acts or omissions of the other.
5. Any service performed in accordance with this agreement by any officer, employee, or volunteer shall constitute service rendered in the line of duty in such office, employment or volunteer service.

6. The Requesting party agrees to use its best efforts to protect the other party's equipment and personnel, furnished pursuant to this agreement, for the same during periods including civil unrest. In the event such protection is deemed inadequate by the responding party, the party may refuse to provide equipment or personnel until the situation is remedied even though said equipment and personnel may have been previously committed.
7. Automatic Aid responses for fire will be made by personnel and equipment, when available, as described in the current Structural Fire Protection Policy covering such responses. The policy shall be reviewed by officials a minimum of once per year, to insure needs are met.
8. During all responses, both parties will follow the nationally recognized incident command structure upon arrival of the requested party; then Mutual Aid will follow under a unified command structure. Each party will follow the requesting party's usual procedures to ensure that a chain-of-command is maintained. Notwithstanding any provision to the contrary herein, the officer in charge of the responding organization may withdraw at any time he deems circumstances are such that his personnel or equipment are subjected to unnecessary risk and danger, or when his personnel or equipment are asked to return to their own jurisdiction, as may be required.
9. Any dispatch of equipment and personnel in Mutual Aid pursuant to this agreement is subject to the following conditions:
 - a. A request for Mutual Aid by a party shall be by an identified official or empowered officer of the requesting party. The request by the party shall state the amount and type of equipment and number of personnel requested and shall specifically state the location to which the equipment and personnel are to be dispatched. However, the amount and type of equipment and the number of personnel to be furnished, if any, shall be determined by a representative of the responding party.
 - b. The responding organization shall report to the officer in charge of the requesting organization at the location to which the equipment and personnel are dispatched. Thereafter, orders shall follow under a unified command structure.
 - c. A responding organization shall be released by the requesting organization when the services of the responding organization are no longer required or when the responding organization is needed within the area for which it normally provides fire protection.
 - d. Upon release from the incident, the officer in charge from the responding organization will properly document their role in regard to the incident and forward this documentation to the requesting party in a timely manner.
10. Each party will be solely responsible for liability arising from personnel injury or damage to personal property occasioned by its employees or agents.
11. Neither party's employees will be considered employees of the other party for any purpose, including, but not limited to, workers compensation, insurance, nor any other benefits afforded to employees of the other party. Personnel will not receive any compensation from the other party for their participation under this Agreement. Neither party has any express or implied authority to assume or create an obligation on behalf of, or in the name of, the other party.

12. This agreement is effective upon the date of the last party signing hereto and shall continue in force for a period of five (5) years thereafter, unless terminated by either party, upon thirty (30) days written notice to the other party.
13. This agreement supersedes all previous contracts between BIA and the Tribe regarding Mutual and Automatic Aid in Fire Protection and may not be amended except by written instrument executed by the parties hereto.
14. Any request for service or other action not specifically covered under this Agreement must be by written attachment/addendum negotiated by the parties and signed by the respective authorized officer.
15. The Tribe and BIA may establish, alter and amend any operating and procedural guidelines between their respective departments, in conformity with this Mutual/Automatic Aid agreement, by written proposal. The changes to the operating and procedural guidelines shall be effective when accepted in writing by both the Tribe and BIA.
16. This agreement shall not become effective or binding until approved by Tribal Officials and BIA Approving Official(s).

IN WITNESS WHEREOF, the parties have executed this agreement date on page one.

Name of Tribe
RECOMMENDED

Name of Agency
RECOMMENDED

Name
Tribal Fire Chief

Name
BIA Fire Chief

APPROVED

APPROVED

Name
Tribal Chairperson

Name
Agency Superintendent

APPROVED

APPROVED

Name
Tribal Attorney

Name
U.S. Attorney General

EXHIBIT B
BIA OR TRIBE TO PROVIDE FIRE PROTECTION AT NO COST
(ALSO SEE #15 BELOW)

**MEMORANDUM OF UNDERSTANDING (MOU) FOR MUTUAL/AUTOMATIC AID
INVOLVING FIRE PROTECTION RESPONSE**

This Mutual/Automatic Aid Agreement is entered into this date day of month, year, by and between the Bureau of Indian Affairs (herein after referred to as the BIA) and the Name of Tribe of Location, (herein after referred to as the Tribe).

WHEREAS, in the past, the BIA and Tribe provided a form of mutual assistance to each other in extinguishing fires and preserving life and property in their respective jurisdictions and such mutual assistance was found to be beneficial to both the Tribe and BIA and

WHEREAS, the BIA Agency Superintendent is authorized to enter into this agreement on behalf of the BIA and

WHEREAS, Name of Tribe Tribal Chairperson is authorized to enter into this agreement on behalf of the Tribe.

THEREFORE BE IT AGREED THAT the parties mutually agree as follows:

1. Structural fire response will be provided to all structures within the Tribal/Agency boundaries except for the following buildings: Name of Building and address or location
2. Subject to the availability of personnel and equipment, the BIA will render Mutual/Automatic Aid to the Tribe in emergency fire responses for preserving life and property. Such assistance shall be the consideration for this agreement. "Mutual Aid" refers to assistance requested by the Tribe on an as-needed basis. "Automatic Aid" refers to assistance which will be dispatched automatically by a responding party within the others party's jurisdiction, without a request, as agreed upon and programmed by the respective dispatch centers.
3. Neither party to this agreement shall be entitled to any reimbursement or compensation for any nor all part of the cost incurred by such party in furnishing either Mutual/Automatic Aid in emergency responses. Exception to this provision will be made for particular assignments or courses in advance of the performance of such services, as negotiated by the parties, and which shall be submitted by addendum in accordance with Exhibit C – Payment Schedule. This will include cost recovery by the responding organization, as allowed by law, policy or agreement, from a responsible third party.
4. The Tribe and BIA do hereby waive against each other all claims or compensation for any loss, damage, personal injury, or death, occurring in consequence of the performance of this agreement, unless due to the negligent acts or omissions of the other party.
5. Any service performed in accordance with this agreement by any officer, employee, or volunteer of BIA shall constitute service rendered in the line of duty in such office, employment or volunteer service.

6. The Tribe agrees to use its best efforts to protect BIA equipment and personnel, furnished pursuant to this agreement, for the same during periods including civil unrest. In the event such protection is deemed inadequate by the BIA Fire Chief, the BIA may refuse to provide equipment or personnel until the situation is remedied, even though said equipment and personnel may have been previously committed.
7. Automatic Aid responses for fire will be made by personnel and equipment when available, as described in the current policies covering such responses. The policy shall be approved by the respective BIA approving official(s) and reviewed for modification a minimum of once a year.
8. During all responses, both parties will follow the nationally recognized incident command structure upon arrival of the requested party; then Mutual Aid will follow under a unified command structure. Each party will follow the requesting party's usual procedures to ensure that a chain-of-command is maintained. Notwithstanding any provision to the contrary herein, the officer in charge of the responding organization may withdraw at any time he deems circumstances are such that his personnel or equipment are subjected to unnecessary risk and danger, or when his personnel or equipment are asked to return to their own jurisdiction, as may be required.
9. Any dispatch of equipment and personnel in Mutual Aid pursuant to this agreement is subject to the following conditions:
 - a. A request for Mutual Aid by the Tribe hereunder shall be by an identified official or empowered officer of the Tribe. The request by the Tribe shall state the amount and type of equipment and number of personnel requested and shall specifically state the location to which the equipment and personnel are to be dispatched. However, the amount and type of equipment and the number of personnel to be furnished, if any, shall be determined by a representative of the BIA.
 - b. The responding organization shall report to the officer in charge of the requesting organization at the location to which the equipment and personnel are dispatched. Thereafter, orders shall follow under a unified command structure.
 - c. A responding organization shall be released by the requesting organization when the services of the responding organization are no longer required or when the responding organization is needed within the area for which it normally provides fire protection.
 - d. Upon release from the incident, the officer in charge from the responding organization will properly document their role in regards to the incident and forward this documentation to the requesting party in a timely manner.
10. Each party will be solely responsible for liability arising from personnel injury or damage to personal property occasioned by its employees or agents.
11. Neither party's employees will be considered employees of the other party for any purpose, including, but not limited to, workers compensation, insurance, nor any other benefits afforded to employees of the other party. Personnel will not receive any compensation from the other for their participation under this Agreement. Neither party has any express or implied authority to assume or create an obligation on behalf of, or in the name of, the other party.

12. This agreement is effective upon the date of the last party signing hereto and shall continue in force for a period of five (5) years thereafter, unless terminated by either party, upon thirty (30) days written notice to the other party.
13. This agreement supersedes all previous contracts between BIA and the Tribe of Mutual and Automatic Aid in Fire Protection and may not be amended except by written instrument executed by the parties hereto.
14. Any request for service or other action not specifically covered under this Agreement must be by written addendum negotiated by the parties and signed by the respective authorized officer.
15. The Tribe and BIA may establish, alter and amend operating and procedural guidelines between their respective departments in conformity with this Mutual/Automatic Aid agreement by written proposal. The changes to the operating and procedural guidelines shall be effective when accepted in writing by both Tribe and BIA.
16. Where both parties agree on some/partial reimbursable amounts this MOU can be supplemented with Exhibit C - Payment Structure.

IN WITNESS WHEREOF, the parties have executed this MOU by date on page one.

Name of Tribe
RECOMMENDED

Name of Agency
RECOMMENDED

Name
Tribal Fire Chief

Name
BIA Fire Chief

APPROVED

APPROVED

Name
Tribal Chairperson

Name
Agency Superintendent

APPROVED

APPROVED

Name
Tribal Attorney

Name
U.S. Attorney General

EXHIBIT C
PAYMENT SCHEDULE

**MEMORANDUM OF AGREEMENT (MOA) OR MEMORANDUM OF UNDERSTANDING
(MOU) FOR MUTUAL/AUTOMATIC AID INVOLVING FIRE PROTECTION RESPONSE**

This payment schedule is agreed upon per Mutual Aid Agreement by both parties. All or portions may be used to identify payment or reimbursement to the provider if agreed upon by both parties. Additional items not in this schedule may be added upon agreeable terms by both parties. Payment or reimbursement for itemized services or equipment is identified by the boxes checked.

Parties have agreed to items that have been checked in the yes box; all boxes will be checked yes or no. Additional items may be added to this payment schedule by an addendum if line 9 is checked "yes". The dates for implementation and expiration will be the same as the MOU.

1. Loose fire equipment listed in current inventory that is damaged or lost at a fire or emergency will be considered reimbursable to provider. Cost will be at new equipment replacement. There will be no prorated deduction for the age or condition unless specified and agreed upon. Loose equipment will be items such as hoses, nozzles, ladders, adapters, axes, etc. For equipment that is sent to a repair entity, the cost will include repair, shipping and handling.
 Yes No
2. Repair or replacement of a fire truck or its components while operating at an actual fire or emergency the cost will be prorated, based on the age of the fire truck.
 Yes No
3. Damage to a fire truck caused by an accident while in route or return from the fire will be the responsibility of the responding party.
 Yes No
4. Cost for use of a structure fire truck will be on hourly rate. Time will start when the fire truck is in route to the emergency; time will end when the fire truck is placed back in service. Minutes will be rounded off to the next full hour. An average hourly rate will be \$_____.
 Yes No
5. Temporary rental of a fire truck(s) that has become damaged or inoperable while performing fire suppression activities or emergency operations will be included as reimbursable.
 Yes No
6. Cost for each firefighter responding to emergencies, including the driver/operator, will be based on agreed number of firefighters; not to exceed _____firefighters. The hourly rate per firefighter will be \$_____per hour.
 Yes No

7. Personal protective equipment (bunker gear and SCBA) that cannot be cleaned or decontaminated due to fire or emergency operations shall be considered reimbursable. This shall not include normal wear.

Yes No

8. The requesting party will provide water to extinguish the fire and refill the fire truck. Other extinguishing agents used will also be the responsibility of the requestor.

Yes No

9. Additional items will be included in this payment schedule starting with #10.

Yes No

10.

APPROVED

APPROVED

Name
Tribal Chairperson

Name
BIA Agency Superintendent