



**National Park Service
U.S. Department of the Interior**

NOTICE OF INTENT TO AWARD

This Funding Announcement is not a request for applications. This announcement is to provide public notice of the National Park Service's intention to fund the following project activities without full and open competition.

ABSTRACT	
Funding Announcement Number	NPS-NOI-P14AS00319
Project Title	Cooperative Agreement for Fire Protection
Recipient	Tulelake Multi-County Fire Protection District
Principle Investigator / Program Manager	Fire Chief Steve Scott Tulelake Multi-County Fire Protection District PO Box 306 Tulelake, CA 96134 530-598-1676 E-mail: tvfd@cot.net
Total Anticipated Award Amount	NTE \$1,000,000
Cost Share	none
New Award or Continuation?	Continuation Cooperative Agreement
Anticipated Length of Agreement	5 years
Anticipated Period of Performance	September 2014 -September 2019
Award Instrument	Cooperative Agreement
Statutory Authority	The National Park Service Organic Act (16 U.S.C. §1g) authorizes the NPS to enter into cooperative agreements that involve the transfer of NPS

	appropriated funds to state, local and tribal Governments, other public entities, educational institutions, and private nonprofit organizations for the public purpose of carrying out National Park Service programs. The Reciprocal Fire Protection Act of May 27, 1955, (42 U.S.C. § 1856a (a)) authorizes the NPS to enter into cooperative agreements with any Federal agency, the State of California, or any political subdivision thereof, for the rendering on a reimbursable basis for fire protection programs and activities.
CFDA # and Title	15.949 – Rural Fire Assistance
Single Source Justification Criteria Cited	(4) Unique Qualifications
NPS Point of Contact	Yvonne A. Morales Financial Assistance Officer National Park Service 1 Bear Valley Road Point Reyes, CA 94956 415-464-5221 yvonne_morales@nps.gov

OVERVIEW

The objective of this Agreement is to establish the terms and conditions under which the parties will provide direct protection, mutual assistance or assistance by hire in preventing, detecting, and suppressing structural fires and wildfires on lands within and adjacent to the monuments' boundaries.

STATEMENT OF JOINT OBJECTIVES/PROJECT MANAGEMENT PLAN

The parties will cooperate to jointly carry out the following activities:

1. Each party will provide to the other party a list of responsible persons, with telephone numbers, to be contacted in an emergency. At least once a year, or more often if necessary, each party will provide the other party with an updated list of such persons and telephone numbers.
2. Only minimum impact strategies and tactics will be used when fighting fires within the Monuments. No chainsaws or ground-disturbing equipment such as graders or bulldozers will be used without the permission of the NPS superintendent or his/her designee.

3. After notifying the other party of a fire's discovery, either party may take immediate action to suppress a fire in the other party's area of primary responsibility in order to save life or property.
4. The parties agree to utilize the radio frequencies assigned by Emergency Command Centers (dispatch office) for the management of an incident. This includes the assigned command and tactical frequencies.
5. Each party to this agreement 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.
6. Nothing in this agreement will be construed as obligating the NPS to expend in any one fiscal year any sum in excess of the monies appropriated by Congress and allocated by the NPS for the performance of this Agreement.
7. It is understood that because of limited number of qualified firefighters and/or equipment, there may be instances where response may be limited or impossible.
8. The requesting agency shall have control of the incident scene. Change of command will only be performed and authorized with the mutual agreement of all parties on the scene, and in accordance with Incident Command System policies and procedures.
9. Approval is given by and to participating agencies of this agreement for the use of agency radio frequencies during incidents. Mutually agreed upon radio procedures shall be followed in the use of another agency's frequencies.

RECIPIENT INVOLVEMENT

1. Provide structure fire protection and suppression for Lava Beds National Monument and Tule Lake Unit World War II Valor in the Pacific National Monument buildings on Assistance by Hire basis reimbursable from initial dispatch for a minimum of 2 hours.
2. Supervise all aspects of structural fire suppression activities on Monument land.
3. Recognize the historic significance of the sites and structures and take the minimum suppression, salvage and overhaul actions necessary to ensure firefighter and public safety while achieving full suppression.
4. Upon request and if available, provide qualified mutual aid resources in the suppression of wildland fires without reimbursement for up to 2 hours.

Assistance beyond the 2 hour mutual aid period will be Assistance by Hire, and will be billed retroactively for the full period from the time of initial dispatch.

5. Ensure that the Lava Beds Fire Duty Officer and Chief Ranger are contacted at the earliest possible opportunity by notifying the Modoc Interagency Communication Center of a response to the Tule Lake Segregation Center in Newell or Camp Tulelake on Hill Road.

NATIONAL PARK SERVICE INVOLVEMENT

Substantial involvement on the part of the National Park Service is anticipated for the successful completion of the objectives to be funded by this award. In particular, the National Park Service will be responsible for the following:

Upon request and if available, provide mutual aid resources in support of structure fire suppression and in the suppression of wildland fires without reimbursement for up to 2 hours. Assistance beyond the 2 hour mutual aid period will be Assistance by Hire, and may be billed retroactively for the full period from the time of initial dispatch. National Park Service personnel are not qualified structural firefighters nor do they have the necessary PPE to engage in structure fire suppression and may only engage in support activities.

Provide wildland fire training to District personnel.

SINGLE-SOURCE JUSTIFICATION

DEPARTMENT OF THE INTERIOR SINGLE SOURCE POLICY REQUIREMENTS
Department of the Interior Policy (505 DM 2) requires a written justification which explains why competition is not practicable for each single-source award. The justification must address one or more of the following criteria as well as discussion of the program legislative history, unique capabilities of the proposed recipient, and cost-sharing contribution offered by the proposed recipient, as applicable.
In order for an assistance award to be made without competition, the award must satisfy one or more of the following criteria: (1) Unsolicited Proposal – The proposed award is the result of an unsolicited assistance application which represents a unique or innovative idea, method, or approach which is not the subject of a current or planned contract or assistance award, but which is deemed advantageous to the program objectives; (2) Continuation – The activity to be funded is necessary to the satisfactory completion of,

or is a continuation of an activity presently being funded, and for which competition would have a significant adverse effect on the continuity or completion of the activity;

- (3) Legislative intent – The language in the applicable authorizing legislation or legislative history clearly indicates Congress' intent to restrict the award to a particular recipient of purpose;
- (4) Unique Qualifications – The applicant is uniquely qualified to perform the activity based upon a variety of demonstrable factors such as location, property ownership, voluntary support capacity, cost-sharing ability if applicable, technical expertise, or other such unique qualifications;
- (5) Emergencies – Program/award where there is insufficient time available (due to a compelling and unusual urgency, or substantial danger to health or safety) for adequate competitive procedures to be followed.

The National Park Service did not solicit full and open competition for this award based the following criteria:

(4) Unique Qualifications – The applicant is uniquely qualified to perform the activity based upon a variety of demonstrable factors such as location and technical expertise, or other such unique qualifications. Tulalake Multi-County Fire Protection District is the only source able to provide within required time frames a response to structure and wildland fires. This is a renewal of an agreement that has been in place for decades. There is no cost to the government other than payment for incident responses as they