



**WILDFIRE**

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES  
Hillary Franz, Commissioner of Public Lands  
Interagency Agreement with  
Chelan Fire Protection District No. 1



**AMENDMENT NO. 4**  
**TO**  
**INTERAGENCY AGREEMENT NO. 93-096074**

Contract No. 93-096074, Amendment 1, 2, and 3, by and between the WA STATE DEPARTMENT OF NATURAL RESOURCES (DNR) and Chelan Fire Protection District #1; referred to as CFPD#1 is amended as follows:

**Section 5(2) Contract Term and Exclusive Use Period, is hereby amended as follows: Currently reads as:**

(1) The Agreement is effective on the last date signed August 15, 2017, by every party hereto, and shall expire one calendar year from the effective date August 15, 2018 , unless terminated sooner as provided in this Agreement, or extended through a properly signed Amendment prior to the expiration date.

The term of the Agreement may be extended for up to two annual calendar years by mutual agreement of the parties. The maximum duration of the Agreement, including all extensions, shall not exceed five years.

(2) The Exclusive Use Period of Performance of this Agreement shall begin on August 10, 2017 and end on **October 15, 2017**; which may be amended or extended during the term of the Agreement through a properly signed Amendment prior to the expiration date.

**Is amended to read:**

(2) The Exclusive Use Period of Performance of this Agreement shall begin on June 15, 2018 and end on October 15, 2018; which may be amended or extended during the term of the Agreement through a properly signed Amendment prior to the expiration date.

**Attachment B – Financial Agreement, a. Individual Agency Obligations CFPD#1, (2.I.a, b) is hereby amended as follows striking indicated language from the Agreement referring to Manager and Crewmember charges to CFPD#1:**

2. CFPD#1 shall be responsible for all costs associated with the management, employment, operation, and control of the aircraft.

I. Crew:

- a. Costs for crewing the aircraft in order to employ/operate the aircraft are the responsibility of CFPD#1. These costs are for the Pilot, ~~Manager, and Crew (if required/selected)~~ of the aircraft that maximizes its effectiveness in aerial firefighting.
- b. The following rates for DNR Employees are as follows:
  - i. Pilot: ~~\$350/DAY~~ **\$600/DAY**
  - ii. ~~Manager: \$350/DAY~~
  - iii. ~~Crewmember: \$210/DAY~~

**a. Attachment B – Financial Agreement, b. Daily Availability Rate and Flight Hour Rate (1, i, ii) is hereby amended as follows:**

1. Daily Availability Rate: The Daily Availability Rate is the rate in which DNR reimburses CFPD#1 for the sole use of the aircraft for Aerial Firefighting Operations standby.

**DNR Helicopters produce \$3,000/DAY and \$2,000/HOUR (MR-911 shall be considered a DNR Helicopter under this agreement). DNR shall reimburse CFPD#1 50% (\$1,500/DAY) of the DNR Daily Availability and \$2,000/HOUR - \$400/HOUR (1,600/HOUR) for Fuel Provided by DNR.**  
(See exhibit 1-Helicopter Daily Use Cost Summary HCM-15)

- i. Daily Availability Rate: **\$1,500/DAY** (50% of DNR \$3,000/DAY Availability)
  - a. When the aircraft is not available for the entire period of the standby due to reasons associated with the function of the aircraft, no availability will be paid.
  - b. When the aircraft is not available for a portion of the day, daily availability will be prorated to reflect the operational period.

*Scenario: The aircraft was undergoing maintenance for 3 hours during the fourteen hour period of availability. 11 hours of standby shall be paid. 11 hours x \$115 = \$1,265 for the operational period.*

- ii. Flight Hourly Rate: **\$1600/HOUR** (DNR = \$2000/HOUR - \$400/HOUR Fuel)

**Reason for the changes are:**

1. Washington State DNR Wildfire Division elects to extend the term of the contract in order to respond to emerging fire threat in the 2018 state fire season.
2. Remove CFPD#1 costs associated with Managers and Crewmembers due to turnover and frequently changing crew members and the associated cost tracking.
3. Update Daily Availability and Hourly Flight Rates to new 2018 rates.

The effective date of this Amendment is last date of execution.

ALL OTHER TERMS AND CONDITIONS of the original contract and any subsequent amendments remain in full force and effect.



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By signature below, the Agencies certify that the individuals listed in this document, as representatives of the Agencies, are authorized to act in their respective areas for matters related to this instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement.

COUNTY OF CHELAN  
FIRE PROTECTION DISTRICT #1

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL  
RESOURCES

*Mike Burnett* 5-9-18  
\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

**Mike Burnett**  
\_\_\_\_\_  
Name  
**Fire Chief**

**Megan Duffy**  
\_\_\_\_\_  
Name  
**Deputy Supervisor - WA DNR**

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