



WASHINGTON STATE DEPARTMENT OF
Natural Resources
PETER GOLDMARK - Commissioner of Public Lands

FOREST LAND RESPONSE AGREEMENT & FEDERAL GRANT AGREEMENT

Agreement No. 12-238

This Agreement is entered into between the state of Washington, Department of Natural Resources, **Southeast Region**, hereinafter referred to as DNR, and **Chelan County Fire Protection District/Department 1**, hereinafter referred to as District/Department.

Authority: This Agreement is entered into by DNR under the authority of RCW 76.04.135, RCW 76.04.610(3); by the District/Department under the authority of RCW 52.12.031, RCW 52.12.125 and RCW 35.21.010; and DNR and District/Department in conformity with RCW 39.34, the Interlocal Cooperation Act.

In consideration of the terms, conditions and covenants contained herein, or attached and incorporated and made a part hereof, the Parties mutually agree as follows:

- 1. Purpose:** The purpose of this Agreement is to (1) provide for mutual assistance and cooperation in the control and suppression of forestland fire and therefore to contract for the District/Department to provide fire protection services to an area within the jurisdiction of DNR and located in, or adjacent to, the District/Department and to contract for the DNR to assist in fire protection services on forestland within District/Department jurisdiction; (2) dispatch and pay for fire service resources outside the fire service District/Department jurisdictional boundaries; and, (3) provide District/Department assistance by: the sub-loan of all federal excess property by DNR under the Federal Property and Administrative Services Act of 1949, as amended (P.L. 94-519) and section 7 of the Cooperative Forestry Assistance Act of 1978 (P.L. 95-313); the transfer of ownership of firefighting property by DNR under the Rural Fire Department Equipment Priority Act, 10 USC 2576b; the distribution of funds under section 10(b)(3) of the Cooperative Forestry Assistance Act as amended by the Forest Stewardship Act of 1990 (P.L. 101-624) for the Volunteer Fire Assistance Program; the distribution of funds under Department of the Interior and Related Agencies Appropriations Act (P.L. 106-291) for the Rural Fire Assistance Program; and, the distribution of funds under the State Fire District Assistance Program under RCW 76.04.610(3).
- 2. Scope:** This Agreement pertains to forestland fire incidents within or adjacent to the District/Department boundaries and to resources ordered through the DNR region for dispatch outside of District/Department boundaries, to District/Department support provided by DNR, and Federal/State Grant Programs managed by DNR. "Forestland", as used in this Agreement, is as the term is defined by RCW 76.04.005(9).

- (2) **Sole District/Department Jurisdiction:** The District/Department will respond and conduct necessary fire suppression operations. The District/Department may request DNR response, subject to availability, for fire investigation or additional suppression resources.
- (3) **Joint Jurisdiction:** The District/Department will respond and conduct necessary fire suppression operations. DNR will respond depending on the availability of resources and the threat to forestland.

6. **Command:**

- (1) **Sole DNR Jurisdiction Incidents:** When the District/Department is the first arriving agency; the District/Department on-site initial responders shall establish command until released by a representative of DNR.
- (2) **Sole District/Department Jurisdictional Incidents:** When DNR is the first arriving agency; the DNR on-site initial responders shall establish command until released by a representative of the District/Department.
- (3) **Joint Jurisdiction Incidents:** The first arriving agency initial responders shall establish command and, upon the arrival of the other agency, unified command will be established and used for incident management.

7. **Fire Control and Suppression:**

- (1) **Containment:** "Containment" is defined as the achievement of an established control line which, under prevailing conditions, can be reasonably expected to check the spread of the fire to structures and forestlands, e.g., cold trail, wet line, line to mineral soil, natural barriers, or combinations of these. As used herein, "under prevailing conditions" includes consideration of resources available for continued operations.

"Containment time" will be determined by the incident commander or, if operating under unified command, by mutual agreement of unified command.

- (2) **Contained Forest Land Fires:** When containment of forestland fire is achieved, District/Department resources will be released from the incident for return to service and availability for initial alarm response/attack; provided, however, DNR may request that District/Department resources be retained to assist in incident mop-up.
- (3) **Special Resources:** "Special resources" include air resources, dozers and heavy equipment, or other resources deemed necessary to contain and control the fire.

- (2) **Invoice:** Any resource provider costs, which are to be billed, must be invoiced within sixty (60) business days of the last date of incurred expense for the incident.
12. **Cost Reimbursement Rates:** District/Department volunteer personnel will be reimbursed by DNR at the Washington-Oregon Interagency Firefighting Wage Rates as “Emergency Firefighters.”
- Equipment costs shall be paid to the resource provider at the Washington-Oregon Interagency Fire Equipment Rental Rates (“DNR Wage & Equipment Rates for Wildfire Resources”) or as otherwise agreed to in writing by the respective authorized agency representatives.
- Career/permanent and seasonal personnel costs will be reimbursed to the resource provider at the resource provider’s actual total cost.
13. **Federal Excess Personal Property:** Upon request from the District/Department, and subject to its compliance with the requirements imposed by law and this Agreement to administer, account for, use and dispose of FEPP, DNR will sub-loan FEPP to the District/Department on a most needed basis. See Attachment B - Federal Excess Personal Property, which is incorporated by reference herein.
14. **Firefighter Property Program:** Upon request from the District/Department, and subject to its compliance with the requirements imposed by law and this Agreement to administer, account for, use and dispose of Department of Defense (DOD) excess firefighting and firefighting support equipment acquired by DNR under the Firefighter Property Program (FFP), DNR will transfer such equipment to the District/Department on a most needed basis. See Attachment C - Firefighter Property Program, which is incorporated by reference herein.
15. **Assistance Grants:** Volunteer Fire Assistance (VFA) and Rural Fire Assistance (RFA) are Federal grant programs administered by DNR that provide funds for fire equipment, training, and initial fire department organization to fire departments serving small communities under 10,000 in population. Fire District Assistance (FIREDAC) is State funding for fire districts administered by DNR for the same purposes. Eligible District/Departments may apply for assistance grant projects each year, under the terms and conditions provided to District/Departments on the DNR Fire District Assistance website at www.dnr.wa.gov. If approved for funding, the District/Department must comply with all program requirements some of which are identified on the website and described in Attachment D – Assistance Grants, which is incorporated by reference herein.
16. **Insurance:** DNR is an agency of the state of Washington and is therefore self-insured under the State’s Self-Insurance Liability Program. The District/Department shall, at all times during the term of this Agreement at its sole cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of the Agreement at DNR’s option. If the District/Department is self-insured, evidence of its status as self-insured may be

- D. If District/Department employee's vehicles are used, the BAP must cover "Non-Owned Autos Only" (Symbol 9)

Such insurance must be provided on an occurrence basis. The BAP insurance must include liability coverage with limits not less than those specified below. The District/Department is responsible for any deductible.

<u>Description</u>	<u>Each Accident</u>
Bodily Injury and Property Damage	\$1,000,000

- (3) **Workers Compensation Insurance:** The District/Department shall comply with all state of Washington workers compensation statutes and regulations. Coverage shall be provided for all employees and volunteers of the District/Department and shall include bodily injury (including death) that arises out of or in connection with the performance of this Agreement.
17. **Service Limitations.** The responses and fire suppression services provided for under this Agreement are intended to be rendered on the same basis as such services are rendered to other areas within the District/Department or DNR jurisdictions and neither party assumes liability for failure to provide services by reason of any circumstances beyond the party's control. In the event of simultaneous fires or medical aid calls within the areas covered by this Agreement whereby facilities of either party are taxed beyond the party's ability to render equal protection, the officers and agents of the party shall have sole discretion as to which call shall be answered first. The responding party shall have sole discretion to determine the manner and method of responding to and handling emergencies under this Agreement consistent with the Command Section 6 of this Agreement.
18. **Benefits.** This agreement is entered into for the benefit of the parties to this agreement only and shall confer no benefits, direct or implied, on any third persons.
19. **Renegotiation and Modification:** The terms and conditions of this Agreement may be renegotiated at the request of either Party between January 1 and March 1 of any year. Any modification or amendment of this Agreement must be in writing and must be signed by duly authorized agents of the Parties.
20. **Assignment and Delegation:** This Agreement, or any right or interest therein, may not be assigned or otherwise transferred by either Party without the prior written consent of the other Party. Any attempted assignment shall be void unless made in strict conformity with this section.
- Either Party may perform its duty through a delegate or agent, but shall not be thereby relieved of any duty to perform or any liability for breach of this Agreement.
21. **Remedies:** Any remedy exercised by either Party shall not be deemed exclusive and either Party may pursue any and all other remedies available to it under the law.

28. Agreement Managers:

The Agreement Manager for the District/Department is

(Name) Mike Burnett
(Title) Fire Chief
(Telephone) 509 662 4734

The Agreement Manager for the DNR is

(Name) Matt Eberlein
(Title) Fire Operations District Manger
(Telephone) 509-925-8510

This Agreement supersedes all previous agreements.

Signatures:

**FIRE PROTECTION
DISTRICT/DEPARTMENT**

Dated April 7, 20 15

By M. Burnett

Title Fire Chief

Address P.O. Box 2106, Wenatchee

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

Dated April 16, 20 15

By Todd Welker

Title SE Region Manager

Address 713 Bowers Road
Ellensburg, WA. 98926

Approved as to Form by Michael Rollinger
Assistant Attorney General
State of Washington, January 25, 2010

- b. DNR Region will status your employees. For this option, you would need to provide DNR Region Dispatch with the status of your employees every Monday by 1200 hours. Dispatch would then update their status in ROSS for that week (0800 Tuesday to 0800 Tuesday).
- 4) Notify DNR Region of any changes in status of personnel/equipment, i.e.; dispatched/demob under State Fire Mobilization, demob & ETA home from incidents dispatched thru DNR, etc.
- 5) All personnel and equipment dispatched will be paid by the Fire Service District/Department; (except WIIMT members who are volunteers will follow payment procedures outlined in their individual agreement);
- 6) Invoice for overhead personnel will include:
 - a. Original Emergency Fire Time Report (OF-288); hourly wage rate (regular and OT) for personnel hours on the OF-288; other travel costs (meals, lodging not provided by the incident) must be documented with receipts.
 - b. Original shift ticket documenting mileage to/from incident as well as mileage incurred on the incident signed by the incident supervisor.
 - c. Copy of Resource Order card.
- 7) Invoice for equipment (engines/tenders) will include Original Emergency Equipment Rental Form (OF-286) and shift tickets.

The DNR Region agrees:

- 1) To assist the Fire Service District/Department with ROSS statusing;
- 2) Maintain IQS records for Fire Service District/Department personnel with wildland fire qualifications, if red carded through the DNR;
- 3) Not to transfer dispatched equipment and/or personnel from one incident to another without prior approval of the Fire Service District/Department;
- 4) Reimburse the Fire Service District/Department within 30 days of invoice receipt and documentation as required in Item 6 above;
- 5) Reimburse the Fire Service District/Department at the Total Cost of Compensation Rate for personnel; (except WIIMT members who are volunteers will be paid as outlined in their individual agreement);
- 6) Reimburse the Fire Service District/Department at the DNR Interagency Wage and Equipment Rate for equipment;
- 7) Reimburse the Fire Service District/Department personnel travel mileage at the current State mileage rate; (except WIIMT members who are volunteers will be paid as outlined in their individual agreement).

will notify DNR immediately after cannibalization is complete. DNR will dispose of remaining components through the US Forest Service, and General Services Administration (GSA).

In case of loss, theft, damaged, destroyed, or vandalized property, the District/Department is required to notify DNR within 48 hours of occurrence. Upon notification, DNR will submit appropriate documents to the District/Department for documentation, and to the US Forest Service for appropriate action.

Property Disposal: The District/Department agrees to report, in a timely manner, all inoperable, cannibalized, not in use, or seldom used FEPP to DNR for reallocation or disposal. DNR will conduct reallocation or disposal activities at the District/Department's facility. The District/Department agrees to facilitate all required activities and to obtain signed documents to complete the reallocation or disposal process.

Property Inventory/Audit: Upon request by DNR, the District/Department agrees to make FEPP items available for the purpose of conducting a physical inventory and to facilitate a program review. The District/Department shall provide access to and the right to examine all records, books, papers, or documents relating to the FEPP to facilitate a State or Federal audit. The District/Department is required to maintain property records for a minimum of five years after acquisition of all non-consumable FEPP (i.e., registration, insurance, final disposal).

Federal Excess Property Management Information system until final disposition. The District/Department is required to return those items to the nearest DOD Defense Reutilization Marketing Office DEMIL site. If a DOD DEMIL site is not close, the District/Department may be allowed to demilitarize the item on site, through crushing, mutilation, cutting, and to make the item unusable for its original intended use. The USDA Forest Service and DNR will coordinate demilitarization activities, through the Distribution Reutilization Policy Director at the Defense Logistics Agency.

Records: The District/Department agrees to provide access to and the right to examine all equipment, records, books, papers or documents for all equipment transferred under the FFP to the US Forest Service, DNR, DOD Office of Inspector General, the Comptroller General of the United States or his authorized representative, and the USDA, including its Office of Inspector General, or authorized representatives. The District/Department is required to maintain property records for a minimum of five years after acquisition of all non-consumable FFP property (i.e. registration, insurance, final disposal).

Communications

Includes the development of single or multi-district communications systems and radios, including vehicle, hand-held base stations and repeaters.

Dry Hydrant

Includes planning, construction and operational use of a dry hydrant system.

Ineligible Projects or Items under Grant Program:

- Major expenditures such as building construction or new fire apparatus
- Land acquisition or building repairs
- Rural Emergency Medical Service programs
- Waterline construction and hydrants
- Structural fire engines, ladder trucks, and structure PPE.
- Wellness programs

Other Requirements

- All grant programs are reimbursable grants. The grantee must purchase the requested equipment or training and apply to DNR for reimbursement.
- The grantee must complete the project within one year following the grant award.

District Matching Share

The District/Department matching share for each grant is as follows:

VFA- 50%
RFA- 10%
FIREDAC- 25%

All grant matching share may include in-kind services or materials if prior approval of DNR is obtained and acceptable proof of costs are submitted. Donated labor will be reimbursed at the per hour rate of a Firefighter 2 as listed in the current Washington State Fire Services Resource Mobilization Plan prepared by the office of the Washington State Fire Marshal. Value of property acquired under other Federal programs may not be included in projects. Proof of costs must include receipts, lists of hours worked with rate per hour, or other statements showing local efforts in the program.

Project Duration

The approved project will be completed and all payments processed within one year of DNR approval. An extension of time for project completion may be allowed upon prior written approval of DNR.

Project Costs and Reimbursement

Only project costs incurred after approval of the grant by DNR will be eligible for reimbursement.