

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
DOUG SUTHERLAND, Commissioner of Public Lands**

FORESTLAND FIRE RESPONSE AGREEMENT

Agreement No. IAA 09-139

This Agreement is entered into between the state of Washington, Department of Natural Resources, **South Puget Sound** Region, hereinafter referred to as the DNR, and **Kitsap County Fire Protection District # 10**, hereinafter referred to as District.

Authority: This Agreement is entered into by DNR under the authority of RCW 76.04.135 and by the District under the authority of RCW 52.12.031 in conformity with RCW 39.34, the Interlocal Cooperation Act, and in compliance with RCW 52.12.125.

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:

- 1.01 Purpose:** The purpose of this Agreement is to provide for mutual assistance and cooperation in the control and suppression of forest land fire and therefore to contract for the District to provide fire protection services to an area within the jurisdiction of DNR and located in, or adjacent to, the District and to contract for the DNR to assist in fire protection services on forest land within District jurisdiction. For the purposes of this Agreement forestland is as defined by RCW 76.04.005(8).
- 2.01 Scope:** This Agreement is limited to forestland fire incidents within or adjacent to the District boundaries and to resources ordered by the DNR region for dispatch outside of District boundaries.
- 3.01 Jurisdictional Responsibility:** Within or adjacent to the District's boundaries, the statutory jurisdictional responsibility for fire control on forestland varies. It may be:
- (1) **Sole DNR Jurisdiction:** Land subject to Forest Fire Protection Assessment and not subject to District fire protection levy.
 - (2) **Sole District Jurisdiction:** Land subject to District fire protection levy and not subject to Forest Fire Protection Assessment.
 - (3) **Joint Jurisdiction:** Lands subject to Forest Fire Protection Assessment and District fire protection levy.

4.01 Fire Incident Response:

- (1) **Sole DNR Jurisdiction:** In the event of a fire emergency in a sole DNR jurisdiction area, the DNR will respond. The District may respond to provide immediate control action, minimize fire loss, and thereby indirectly protect its own jurisdiction area. DNR may request response from the District to gain timely initial attack and control action, or to supplement DNR resources.
- (3) **Sole District Jurisdiction:** In the event of a fire emergency in a sole District jurisdiction area, the District will respond. DNR may respond to provide immediate control action, minimize fire loss, and thereby indirectly protect its own jurisdiction area. The District may request that DNR provide supplemental resources for fire emergency operations and support.
- (3) **Joint Jurisdiction:** In the event of a fire emergency in a joint jurisdiction area, both DNR and the District will respond, subject to the availability of resources.

5.01 Off-Season Incidents: “Off-Season” for this Agreement shall be defined as the period from October 16 through June 15. These dates may be altered by mutual consent of the signatory parties.

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

6.01 Command:

- (1) **Sole DNR Jurisdiction Incidents:** When the District is the first arriving agency; the District officer shall establish command until released by a representative of DNR.
- (2) **Sole District Jurisdictional Incidents:** When DNR is the first arriving agency; the DNR officer shall establish command until released by a representative of the District.

- (3) **Joint Jurisdiction Incidents:** The officer of first arriving agency shall establish command and, upon the arrival of the other agency, unified command will be established and used for incident management.

7.01 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 forest lands, 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 forest land fire is achieved, District resources will be released from the incident for return to service and availability for initial alarm response/attack, provided: DNR may request that District 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.
- (4) **Ordering:** Prior to the arrival of DNR at the incident, the initial attack incident commander may order special resources through DNR. That decision shall be documented and payment authorized (see clause 11.1 of this Agreement) by DNR prior to the mobilization of special resources.

8.01 Operations Guidelines: Representatives of the District and DNR shall mutually develop operations guidelines that provide principles, direction and guidance for the conduct of fire control operations. The operations guidelines shall be reviewed at least annually, and revised as necessary to achieve mutual cooperation and understanding.

9.01 Fire Investigation: The District and DNR agree to protect the origin area of any fire to the best of its ability. Fires will be jointly investigated when an incident originated in a joint jurisdiction area. A DNR fire investigator may investigate fires originating on, spreading to or threatening land subject to Forest Fire Protection Assessment, i.e., sole DNR or joint jurisdiction areas.

10.1 Costs:

- (1) **Charges Not Required:** Nothing in this Agreement shall be interpreted requiring that the District or DNR charge its resource costs to the other party. The purpose of this Agreement is mutual assistance and cooperation in the control and suppression of fires (see Section 1), and in most instances resource costs will not be charged to

the other party. However, there may be circumstances or conditions where the District or DNR desires or is required to charge for resource costs and in such event the provisions of this section (Section 10) apply.

- (2) **Sole DNR Jurisdiction:** If the District responds, DNR will pay for District personnel and equipment costs as provided in Section 11.1.
- (3) **Sole District Jurisdiction:** If DNR responds the District will pay for DNR personnel and equipment costs as provided in Section 11.1.
- (4) **Joint Jurisdiction:**
 - (a) **Initial Attack to Containment Time:** Each Party will pay its own costs.
 - (b) **After Containment:** After containment, DNR will pay District personnel and equipment costs, which are requested by DNR for mop-up operations as provided in Section 11.1.

11.1 Cost Reimbursement Procedures: All provisions within this Agreement for reimbursement of costs are at the option of the resource provider and are subject to the following conditions:

- (1) **Notice:** If the resource provider intends to charge for any of its costs as allowed by this Agreement, notice of such intent must be given to the on-scene incident commander of the requesting agency prior to the incursion of costs.
- (2) **Invoice:** Any resource provider costs, which are to be billed as allowed by this Agreement, must be invoiced within thirty (30) business days of the last date of incurred expense for the incident.

12.1 Cost Reimbursement Rates: District volunteer personnel will be paid as described in attachment "A" of this agreement.

Equipment costs shall be paid as described in attachment "A" of this agreement.

Career/permanent and seasonal personnel costs will be reimbursed to the resource provider at the resource provider's actual total cost.

13.1 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 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 contract at DNR's option. If the District is self insured, evidence of its status as self-insured may be provided to DNR, and if deemed acceptable by DNR, shall satisfy the insurance requirements specified by this Section. The limits of insurance to be bought and maintained by the District shall not be less than as follows:

14.1 Minimum Coverage Requirements: These limits may not be sufficient to cover all liability losses and related claim settlement expenses. Purchase of these minimum limits of coverage does not relieve the District from liability for losses and settlement expenses greater than these amounts. DNR shall not be charged for the cost for insurance coverage(s).

District is required to purchase insurance for a period of 36 months after completion of this Agreement. This requirement may be satisfied by the continuous purchase of an extended agreement. This requirement may be satisfied by the continuous purchase of an extended reporting period. During the term of the Agreement, District must purchase and maintain the insurance coverage and limits specified below:

(1) **Commercial General Liability (CGL) Insurance.** District must purchase and maintain CGL on an Insurance Services Office (ISO) form CG 00 01 or equivalent form, covering liability arising from premises, operations, independent contractors, personal injury, products-completed operations, and liability assumed under an insured contract. Such insurance must be provided on an occurrence basis. If insurance is written on a “claims made” basis, the policy shall provide full coverage for prior acts or include a retroactive date that precedes the effective date of this Agreement. Insurance must include liability coverage with limits not less than those specified below:

<u>Description</u>	<u>Dollar Amount</u>
General Aggregate Limit (Other than products-completed operations)	\$2,000,000
Each Occurrence Limit	\$2,000,000

(2) **Business Auto Policy (BAP) Insurance:** If activities pursuant to this Agreement involve the use of vehicles, the District must purchase and maintain a BAP on an Insurance Services Office (ISO) form CA 00 01 or equivalent form. If insurance is written on a “claims made” basis, the policy shall provide full coverage for prior acts or include a retroactive date that precedes the effective date of this Agreement. The Description of Covered Autos must include one or more of the following:

- A. “Any Auto” (Symbol 1).
- B. If District-owned personal vehicles are used, the BAP must cover “Owned Autos Only” (Symbol 2)
- C. If District hires autos, the BAP must cover “Hired Autos Only” (Symbol 8)
- D. If District 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 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 shall comply with all state of Washington workers compensation statutes and regulations. Coverage shall be provided for all employees and volunteers (under the Volunteer Firefighter and Reserve Officer's Relief and Pension Act) of the District and shall include bodily injury (including death) that arises out of or in connection with the performance of this Agreement.

15.1 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.

16.1 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.

17.1 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.

18.1 Non-Waiver: Waiver by either Party of strict performance of any provision of this Agreement shall not act as a waiver of the right of the other Party to require future strict performance of the same provision or any other provision.

19.1 Interpretation and Venue: This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington. The venue of any action brought under this Agreement shall be in the Superior Court of Thurston County.

20.1 Severability: If any provision of this Agreement is held to be invalid, such invalidity shall not effect the other provisions of this Agreement that can be given effect without the invalid provision(s), and to this end the provisions of this Agreement are declared to be severable.

21.1 Termination: This Agreement may be terminated by either Party by the provision of ninety (90) days written notice, provided that neither Party may terminate this Agreement at any time between April 15 and October 15 of any year due to the fire danger during this period.

22.1 Term of Agreement: This Agreement shall be effective from the date of the last signature until five years from date of last signature, unless otherwise terminated in accordance with Section 21.1.

23.1 Agreement Managers:

The Agreement Manager for the District is

X (Name) _____

(Title) _____

(Telephone) _____

The Agreement Manager for the DNR is

(Name) Chuck Frame

(Title) Fire Operations Manager

(Telephone) 360-802-7011

21.1 Signatures:

Dated 2-23, 2009

FIRE PROTECTION DISTRICT

By [Signature]

X Title Fire Chief

Address 2642 Miller Bay Rd
Kingston, WA 98346

Dated 11/08, 2008

STATE OF WASHINGTON

DEPARTMENT OF NATURAL RESOURCES

By [Signature]

Title Region Manager

Address 950 Farman Avenue North
Enumclaw, WA 98022-9282

Forestland Fire Response Agreement
Approved as to Form by the Assistant Attorney General
State of Washington, June 19, 2000

ATTACHMENT "A" to the FOREST LAND FIRE RESPONSE AGREEMENT 2008:

Dispatch and Payment for Fireservice Resources

It is hereby further agreed that when DNR dispatches or requests District resources for incidents within or outside the Districts jurisdictional boundaries, the following will apply. This agreement does not extend to Washington Interagency Incident Management Team (WIIMT) members, alternates, or team trainees. WIIMT members are dispatched to team assignments and paid as outlined in their individual agreements.

The DNR Agrees:

- 1.) To assist the District with Ross status training as required; To provide Web-Status rights-login and password to the District to enable the District to web-Status employees. The District will decide which employees to share the login and password with.
- 2.) Maintain IQS records for District personnel with wildfire qualifications and to provide the District with copies of Master IQS Records for each participating person from the District. (These records are needed for ROSS statusing);
- 3.) To reimburse the District for the hourly rate of \$14.50 for Wildland Firefighter I, Firefighter II, and Truck Drivers. The overtime rate will be \$21.75 per hour;
- 4.) To reimburse the District for the hourly rate of \$19.00 for Single Resource Boss. The overtime rate will be \$28.50 per hour;
- 5.) To reimburse the District for the hourly rate of \$20.65 for Task Force Leader and Strike Team Leader. The overtime rate will be \$30.97 per hour.
- 6.) All other positions will be reimbursed at the Washington-Oregon Interagency Firefighting Wage Rates; ("DNR Wage & Equipment Rates for Wildfire Resources");
- 7.) All equipment will be reimbursed at the Washington-Oregon Interagency Fire Equipment Rental Rates ("DNR Wage & Equipment Rates for Wildfire Resources");
- 8.) To reimburse the District within 30 days of invoice receipt;
- 9.) To reimburse the District at the Total Cost of Compensation Rate for career personnel (full rate for career/permanent personnel plus, if applicable, ½ backfill rate).

The District Agrees:

- 1.) All personnel dispatched will have a current/valid Incident Qualification Card (Red Card) stating up to date qualifications; and will adhere to qualifications and standards described in PMS 310-1.
- 2.) All equipment and personnel dispatched will be paid by the District;
- 3.) To keep equipment and personnel status current in the Resource Ordering Status System (ROSS);
- 4.) To invoice DNR within 30 days of resource return from incident. Send the invoice to: WA DNR South Puget Sound Region, 950 Farman Ave. N, Enumclaw, WA 98022-9282
- 5.) The invoice will include: Original Emergency Fire Time Report (OF-288) and Original Emergency Equipment Rental Form (OF-286), as applicable; hourly wage rate (regular and overtime) for personnel; personnel total hours billed must match the total hours worked (including travel to and from the incident). Fuel cost that will be included in the invoice and applicable, must be documented with receipts. Travel costs to incidents outside the region (meals & lodging not provided by the incident) must be documented with receipts.

FORESTLAND FIRE RESPONSE AGREEMENT
Section 8 Operating Guidelines

As per section 8 of the Forestland Fire Response Agreement No and authorized by signature within said agreement.

Section 1- Purpose

Nothing contained within these operating guidelines will be construed to change the purpose of the Forestland Fire Response Agreement. The following sections provide guidance to the Forestland Fire Response Agreement.

Section 4- Fire Incident Response

4.01 – Sole DNR Jurisdiction

If DNR needs additional resources to meet its suppression responsibilities on an incident that is adjacent to district boundaries, it will first attempt to use district resources when it is safe, cost effective and timely to do so.

4.03- Joint Jurisdiction

The priority for district response will be to protect life, improved property/ structures, & natural resources.

The priority for DNR response will be to protect life, natural resources and property.

Section- 6 Command

6.03-Joint Jurisdiction Incidents

Definition- Unified command in the Incident Command System (ICS), is a unified team effort which allows all agencies with jurisdictional responsibility for the incident, either geographically or functional, to manage an incident by establishing a common set of incident objectives and strategies. This is accomplished without losing or abdicating authority, responsibility, or accountability.

Upon arrival to the incident, unified command will be established by each agency Incident Commander.

If DNR or district resources demobilize prior to containment of an incident on a joint jurisdiction incident, as determined by unified command, each agency may continue to provide an incident commander or representative to act in unified

command until containment is reached. Each agency may choose to remain at the incident until the fire is out.

Section 7- Fire Control and Suppression

7.02 Contained Forest Land Fires

When containment of forest land fire is achieved on joint jurisdiction incident or 2 hours (2 hours includes travel time from the fire station to the incident, time spent at the incident and travel time back to the fire station) of district suppression action has elapsed on sole DNR jurisdiction, district resources will be released from the incident for return to service and availability for initial alarm response/attack, provided: DNR may request that district resources be retained and paid as per agreement section 11.1 to assist in incident mop-up for joint jurisdiction incidents or be hired to assist with suppression action or mop-up on sole DNR jurisdiction.

When containment of a forestland fire on joint protection is not achieved within the first burn period, not to exceed 12 hours, and there is no threat to structures or improved property as agreed by unified command:

- The district may elect to return to station for response on other incidents
- DNR may request to hire available district resources for wildland suppression when it is safe, cost effective and timely to do so.

The District will retain fire suppression responsibility on improved properties after containment.

When it is likely that a fire will extend into additional burning periods and there is a threat to improved property and structures, the district will as soon as practical develop plans to argument it resources through the use of mutual aide agreements and/or state mobilization.