

**STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES
PETER GOLDMARK, Commissioner of Public Lands**

**RADIO USE PERMIT AGREEMENT
Kitsap County Fire District 10
North Kitsap Fire and Rescue**

Permit Agreement RUPA 15 – 321

This Permit Agreement is granted by the State of Washington Department of Natural Resources, South Puget Sound region, 950 Farman Ave. N., Enumclaw, WA 98022, hereinafter referred to as the DNR, and North Kitsap Fire and Rescue, hereinafter referred to as the Permittee, for the express purposes set forth in the following provisions.

The purpose of this Agreement is to authorize the Permittee to use DNR radio frequencies to facilitate communications that assist DNR in its licensed activities. DNR is licensed by the Federal Communications Commission (FCC) to operate certain radio frequencies to facilitate forestry conservation activities. The Permittee will assist DNR in its efforts to conduct forestry activities or to respond to emergencies involving safety to life or property.

IT IS MUTUALLY AGREED THAT:

1.01 Authorized Use: Permittee is hereby granted a non-exclusive right to communicate on DNR's FCC-licensed radio channels where such communication is necessary to assist the DNR in emergency situations involving imminent safety to life or property. Usage shall be limited to the following activities:

X	Fire Suppression		Enforcement
	Timber, Fish and Wildlife, HPAs		Protection of Resources
	Safety or Mutual Aid		Emergency Management

2.01 Contacts: The authorized contacts are as follows:

	Common	State	Area	TAC 1, 2 and 3
Emergency	X		X	
DNR Dispatcher				
DNR Radio Users	X		X	
Other (specify)				

3.01 Equipment: Usage is further limited to **20** mobile radios and **36** portable radios.

4.01 Channels: Permittee is authorized to use the following DNR channels and frequencies:

Channel	User Rx Freq	Rx Tone	User Tx Freq	Tx Tone	Bandwidth
BELFAIR	159.2550	114.8	151.2050	114.8	Narrowband
COMMON	151.4150	103.5	151.4150	103.5	Narrowband

5.01 Duration: This agreement shall be effective on the last date signed and shall remain in full force and effect until five years from the last date signed, unless terminated by either party as provided herein.

6.01 Radio Procedures: Permittee shall be required to observe the following procedures:

- 1) Do not transmit if the channel is already in use, and yield to emergency or urgent or priority (fire and urgent law enforcement) radio traffic.
- 2) Announce the FCC call sign, KE9669 in most cases, and the name of Permittee and personal identifier from the DNR region radio operators and incident dispatchers. **(Initial calling example)** “Mushroom this Toadstool on Belfair” (that is, Station being called is first, calling station is second followed by the channel name).
- 3) **(Closing transmission example)** “Toadstool KE9669” (that is Station ID followed by appropriate FCC call sign).
- 4) Take direction from the DNR region radio operators and incident dispatchers.
- 5) Allow only trained users to talk on DNR channels.

7.01 Assignability: This Permit and any claim arising under this Permit, is not assignable or delegable by the Permittee either in whole or in part.

8.01 Independent Capacity: The Permittee and its employees or agents performing under this Permit are not employees or agents of the DNR.

9.01 Termination: This Permit may be terminated by DNR by oral or written notice to Permittee of a breach of any requirement herein. This Permit may be terminated for convenience by DNR by giving Permittee written notice at the address noted below at least ten (10) days before date of effective termination.

10.01 Indemnification: The parties each agree to defend, protect, save and hold harmless each other, their officers, agents and employees from any and all claims, costs, damages and expenses suffered by the other party due to the actions of a party, its agents or employees

under this Permit.

11.01 Entire Agreement: This document contains all covenants, stipulations and provisions agreed by both parties. No agent or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments or modifications of the terms hereof shall be valid unless reduced in writing and signed by the parties as an amendment to this Permit.

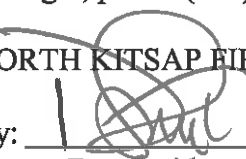
12.01 Severability: If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Permit which can be given effect without the invalid provision, and to this end the provisions of this Permit are declared to be severable.

13.01 Project Coordinator(s):

The Project Coordinator for the Permittee is:
Dan Smith, Chief, phone (360) 297-3619

The Project Coordinator for the DNR is:
Don Melton, Fire Operations Manager, phone (360) 802-7011

Dated: 6/9/15, 2015

NORTH KITSAP FIRE AND RESCUE
By: 
Dan Smith
Chief

Address: 26642 Miller Bay Rd. NE
Kingston, WA 98346
(360)297-3619

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: 6/15, 2015

By: 
Art Tasker, SPS Region Manager

Address: 950 Farman Avenue North
Enumclaw, WA 98022
(360) 802-7038

APPROVED AS TO FORM BY THE
ASSISTANT ATTORNEY GENERAL