

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

**FORESTLAND FIRE RESPONSE AGREEMENT
South Whidbey Island FD#3**

Agreement No. IAA 05-348

This Agreement is entered into between the state of Washington, Department of Natural Resources, Northwest Region, hereinafter referred to as the DNR, and South Whidbey Island Fire Protection District 3, 5535 Cameron Rd, Freeland, WA 98249 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 suppression 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 suppression 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 (see Attachment B for District map).
- 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 located in, or adjacent to, the District and not being assessed Fire Protection Levies.
 - (2) Sole District Jurisdiction:** Land subject to District fire protection district levy and not subject to Forest Fire Protection Assessment.
 - (3) Joint Jurisdiction:** Lands subject to Forest Fire Protection Assessment and are being assessed by the District within the boundaries of the District.

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 with available resources. 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 with available resources. 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 according to District guidelines. 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 according to District guidelines. 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 a forest land fire is achieved, District resources will be released as soon as possible 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 and as provided in the Operations Guidelines (see Attachment A).

8.01 Operations Guidelines: Representatives of the District and DNR shall mutually develop operations guidelines (see Attachment A) 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 to require 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 agency of jurisdiction prior to the incursion of costs or as soon as practical thereafter.
- (2) **Invoice:** Any resource provider costs, which are to be billed as allowed by this Agreement, must be invoiced within sixty (60) business days of the last date of incurred expense for the incident.

12.1 Cost Reimbursement Rates: District volunteer personnel will be paid directly to the District 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 (see Attachment C).

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 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.

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
(Name) Dan Stout
(Title) Fire Chief
(Telephone) 360-321-1533

The Agreement Manager for the DNR is
(Name) Dan Pugmire
(Title) Glacier District Manager
(Telephone) 360-856-3500

21.1 Signatures:

Dated MARCH 25, 2005

FIRE PROTECTION DISTRICT

By Daniel J Stout
Title Chief
Address 1533 CAMERON RD
FREELAND, WA 98249

Dated April 29, 2005

STATE OF WASHINGTON

DEPARTMENT OF NATURAL RESOURCES

By William J. [Signature]
Title Northwest Region Manager
Address 919 N. Township St
Sedro-Woolley, WA 98284

Forestland Fire Response Agreement
Approved as to Form
By the Assistant Attorney General
State of Washington, December 23, 1996



ATTACHMENT A

OPERATING GUIDELINES

Notification: Either agency receiving an initial fire report will promptly determine and notify the appropriate jurisdictional agency.

Ordering Special Resources: DNR will pay for aircraft and heavy equipment such as dozers, if authorized, as stated in 7.01(3). In most cases, a DNR representative will be assigned to manage these resources.

Containment: For the purposes of this agreement, containment is further defined as a point determined by the IC (or on incidents managed under unified command, by both ICs) when there is no longer a threat to forest lands, improved property or structures, and the fire has been knocked down so the spread of the fire has been checked to a condition enabling fire district resources to return to service within their district. Fire district resources used after containment in joint jurisdictions for mop-up or continued suppression of the fire as determined by the IC (or ICs in the case of unified command) would be subject to reimbursement per 11.1 and 12.1.

If a threat to improved property or structures develops after initial containment has been achieved, any district resources responding will not be subject to reimbursement until containment has again been achieved as described above.

Rekindle or Escape: Each agency will be responsible for further suppression of escaped or rekindled fires within their sole jurisdiction. In the case of joint jurisdiction fires, the District or DNR will not charge the other party for control, suppression, and/or mop-up costs.

Documentation: Each agency will provide the other with documentation of action taken within the jurisdiction of the other. Documentation will include a fire report, a run sheet (if available), an itemized list of personnel and equipment. Service time on the incident will be accounted from the time of leaving station until released from the incident.

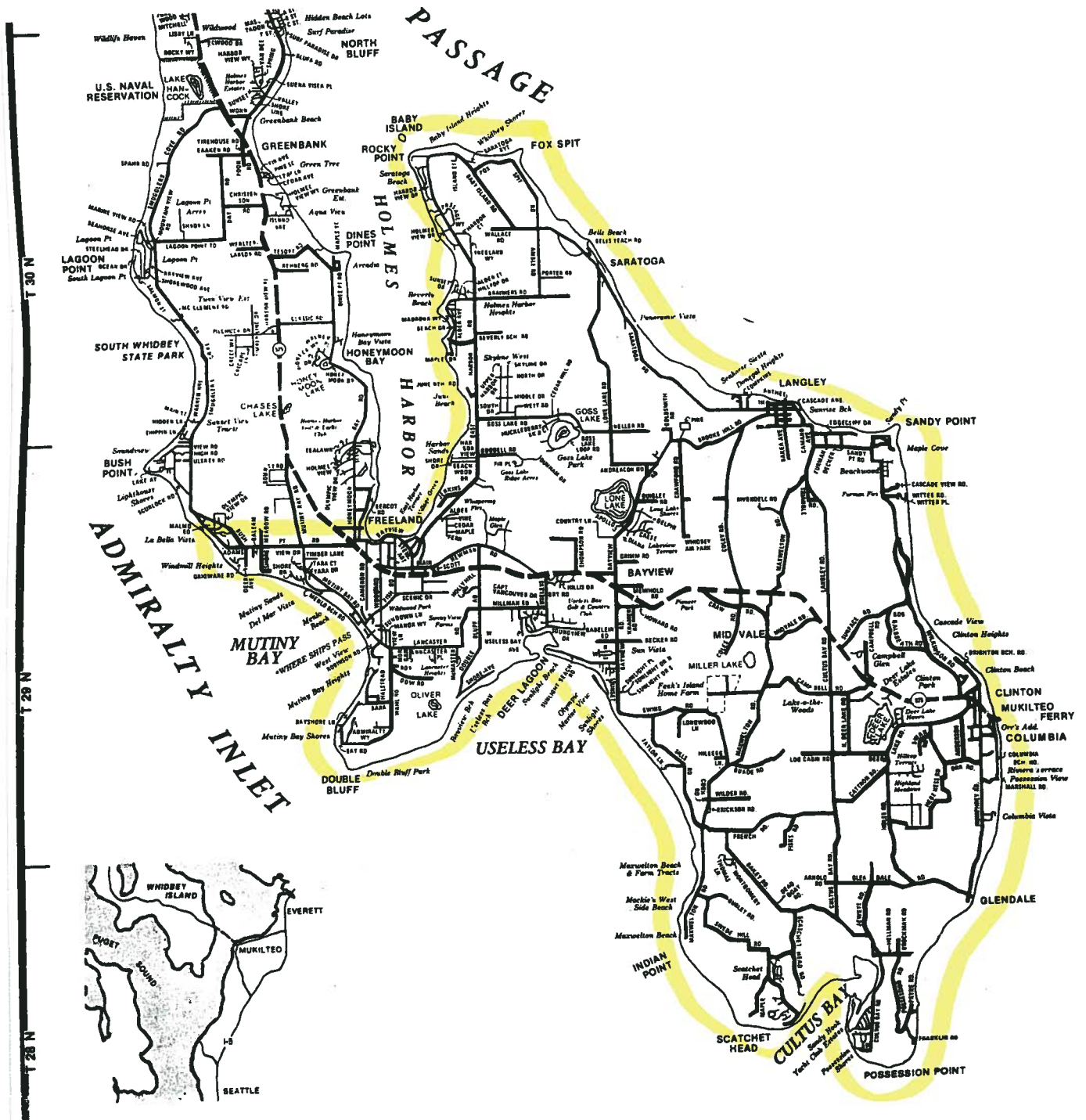
Patrol: The jurisdictional agency shall be responsible for patrol of the fire until declared out. In the case of joint jurisdiction, the joint Incident Commanders will determine prior to departing the incident which agency will assume this responsibility.

DNR Response to Sole District Jurisdiction: DNR will normally not charge the District for responding to sole District jurisdiction incidents (i.e. structure fire or grass fire not threatening forest land) unless the District specifically requests DNR to respond to support their operations. DNR staff can only function in a wildland firefighting capacity. Equipment may be used to support District equipment.

ATTACHMENT B

FORESTLAND FIRE RESPONSE AGREEMENT

MAP OF DISTRICT BOUNDARIES



ATTACHMENT C

FORESTLAND FIRE RESPONSE AGREEMENT

RATE SCHEDULE

1.01 Specific exceptions to the DNR Firefighter Wage and Equipment Rates are listed below:

- ◆ Equipment will be paid hourly, if used less than 8 hours, at the following rates:

○	ENGINES	(4X2)	(4X4)
▪	Type 7	\$53.80	\$59.80
▪	Type 6	\$59.80	\$67.00
▪	Type 5	\$76.30	\$84.50
▪	Type 4	\$80.30	\$89.30
▪	Type 3	\$86.30	\$96.50
○	TENDERS	(4X2)	(4X4)
▪	Type 3 - 1000 gal	\$60.60	\$68.40
▪	Type 2 - 2500 gal	\$81.60	\$93.00
▪	Type 2 - 3500 gal	\$89.60	\$102.60
▪	Type 1 - 5000 gal	\$95.60	\$109.80

All rates include personnel, using the staffing guidelines given in the Wage & Equipment Rates for Engines. The Tender rates were calculated staffed with (2) two drivers.

2.01 If personnel are requested by the DNR as single resources after the Fire District has been released from the incident, the DNR can pay the individuals directly using the current rates as determined in the Wage and Equipment Rates.

3.01 The DNR will not pay for Aid Cars and Rehab unless specifically requested by the DNR. Command vehicles will be reimbursed at .45 per mile.