



**INTERAGENCY AGREEMENT  
WASHINGTON STATE  
DEPARTMENT OF NATURAL RESOURCES  
CONTRACT NO. 93-110894**

PI: 221, 222, 223, 224

Funding Source: State

Grant Funded: N/A

DES Supplier Diversity: Not Applicable

Procurement Method: Exempt per DES Policy

Exemption Type: [RCW 39.26.125\(10\)](#) Intergovernmental agreements awarded to any governmental entity, whether federal, state, or local and any department, division, or subdivision thereof

This contract is made and entered into by and between the Washington State Department of Natural Resources, hereinafter referred to as "DNR", and the below named firm, hereinafter referred to as "CONTRACTOR".

City of Redmond

P.O. Box 97010

Redmond, WA, 98073

**Phone:** 425-556-2200

**Email:** [RedmondFire@redmond.gov](mailto:RedmondFire@redmond.gov)

**Statewide Vendor # (SWV):** SWV0003729-01

## **1. PURPOSE**

The purpose of this contract is for the CONTRACTOR to provide employees, referred to as single resources, equipment, material and/or services in support of wildfire or other emergency response and to establish DNR's payment and reimbursement procedures to the CONTRACTOR for providing such single resources, equipment material and/or services. Dispatches under this agreement are limited to the State of Washington, unless the single resource is rostered on a Pacific Northwest Incident Management Team (IMT) type 1, 2 or 3.

## **2. SCOPE OF WORK**

A. CONTRACTOR will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth in Exhibit A – Scope of Work.

All written reports and deliverables under this contract must be delivered to Jim Whitney, the DNR Project Manager, in accordance with the schedule above.

## **3. SUBCONTRACTORS**

Prior authorization is required by DNR if any subcontractor(s) will be used to perform any part of the work under this contract.

## **4. PERIOD OF PERFORMANCE**

The period of performance under this contract will be from date of execution through July 13, 2031, unless terminated sooner as provided herein.

## **5. COMPENSATION**

The compensation payable to the CONTRACTOR shall be based on the rates and terms described in Exhibit B - Budget. Compensation shall not be rendered to the CONTRACTOR unless they are called upon to provide the services outlined herein.

## **6. BILLING PROCEDURES AND PAYMENT**

DNR will pay CONTRACTOR upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the DNR Project Manager within sixty (60) days of the last date of demobilization.

The invoices shall describe and document, to DNR's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the contract reference number 93-110894. If expenses are invoiced, a detailed breakdown of each type shall be provided. Supporting documentation must accompany any expense (unless noted otherwise above) in order to receive reimbursement.

Payment shall be considered timely if made by DNR within thirty (30) calendar days after receipt of properly completed invoices.

CONTRACTOR shall only submit invoices for completed activities, tasks, and/or deliverables clearly identified in Exhibit A – Scope of Work. Invoices containing partially completed work will be rejected.

DNR may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or goods to be provided under this contract shall be made by DNR.

**Fiscal/Biennial Closures:** Under fiscal/biennial closing procedures, CONTRACTOR must submit all invoices and/or billings for services or material supplied under this contract through June 30 to DNR no later than July 10 of the same year. If DNR does not receive invoices and bills by July 10, a considerable delay in payment may result.

## 7. SUBCONTRACTOR PAYMENTS REPORTING REQUIREMENTS

If subcontractors are used, this contract is subject to compliance tracking using the State’s business diversity management system, Access Equity (B2Gnow). Access Equity is web-based and can be accessed at the Office of Minority and Women’s Business Enterprises at <https://omwbe.diversitycompliance.com/>.

CONTRACTOR and all subcontractors shall report and confirm receipt of payments made to CONTRACTOR and each subcontractor through Access Equity. CONTRACTOR may contact the Contract Manager listed in this contract or reach out to DNR’s Procurement of Goods and Services Office [servicescontracts@dnr.wa.gov](mailto:servicescontracts@dnr.wa.gov) for technical assistance in using the Access Equity system. User guides and documentation related to CONTRACTOR and subcontractor access to and use of Access Equity are available online at <https://omwbe.wa.gov/access-equity-help-center>. DNR reserves the right to withhold payments from CONTRACTOR for non-compliance with this section. For purposes of this section, subcontractor means any subcontractor working on the contract, at any tier and regardless of status as a certified WMBE or Non-WMBE.

CONTRACTOR shall:

1. Register and enter all required subcontractor information into Access Equity no later than fifteen (15) days after DNR creates the Contract Record.
2. Complete the required user training (two (2) one-hour online sessions) no later than twenty (20) days after DNR creates the Contract Record.
3. Report the amount and date of all payments (i) received from DNR and (ii) paid to subcontractors, no later than a date mutually agreed to by the parties, issuance of each payment made by DNR to CONTRACTOR, unless otherwise specified in writing by DNR, except that CONTRACTOR shall mark as “Final” and report the final subcontractor payments into Access Equity no later than thirty (30) days after the final payment is due

the subcontractor(s) under the contract, with all payment information entered no later than sixty (60) days after end of fiscal year.

4. Monitor contract payments and respond promptly to any requests or instructions from DNR or system-generated messages to check or provide information in Access Equity.
5. Coordinate with subcontractors, or DNR when necessary, to resolve promptly any discrepancies between reported and received payments.
6. Require each subcontractor to: (i) register in Access Equity and complete the required user training; (ii) verify the amount and date of receipt of each payment from CONTRACTOR or a higher tier subcontractor, if applicable, through Access Equity; (iii) report payments made to any lower tier subcontractors, if any, in the same manner as specified herein; (iv) respond promptly to any requests or instructions from CONTRACTOR or system-generated messages to check or provide information in Access Equity; and (v) coordinate with CONTRACTOR, or DNR when necessary, to resolve promptly any discrepancies between reported and received payments.

CONTRACTOR (also called Prime Contractor) is obligated to complete the vendor registration in Access Equity. Access Equity is a secure online vendor management system (B2GNow). Confidential information (Tax ID, etc.) will not be published. Contractors that have previously registered with B2Gnow for any public entity, must verify the system has updated information. Contractors can access the system at <https://omwbe.diversitycompliance.com/> or through a direct link on the Office of Minority and Women's Business Enterprises (OMWBE) website at: <https://omwbe.wa.gov/>.

Each month during the contract, CONTRACTOR will report payments to ALL subcontractors through the Access Equity system. This monthly reporting information includes total payment in dollars made to the subcontractor, payment dates, and any additional information required to verify payment to subcontractors. CONTRACTOR will enter this payment information into the Access Equity system, and the subcontractors will verify this payment information in the system. Online training is available through the Access Equity/B2Gnow system. This requirement applies to both contractors and subcontractors.

## **8. RECORDS MAINTENANCE**

CONTRACTOR shall maintain books, records, documents, data, and other evidence relating to this contract and performance of services rendered and/or delivery of goods as described herein, including, but not limited to, accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

CONTRACTOR shall retain such records for a period of six (6) years following the date of contract expiration. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review, or audit by DNR, personnel duly

authorized by DNR, the Office of the State Auditor, and federal and state officials so authorized by law, regulation, or agreement.

If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

All contracts issued by DNR are subject to the provisions of the Washington State Public Records Act, [RCW 42.56](#). Any contracts issued with federal dollars are also subject to the US Freedom of Information Act, [Office of Information Policy | The Freedom of Information Act, 5 U.S.C. § 552](#).

## **9. RIGHTS TO DATA**

Unless otherwise agreed, data originating from this agreement shall be ‘works for hire’ as defined by as defined by Title 17 U.S.C., Section 101 and shall be owned by the DNR. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to use, copyright, patent, register, and the ability to transfer these rights.

## **10. INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in performing this agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

## **11. AMENDMENTS**

This agreement may be amended by mutual agreement of the parties. Amendments shall be in writing and signed by personnel authorized to bind each of the parties.

## **12. TERMINATION FOR CONVENIENCE**

Either party may terminate this agreement upon thirty (30) calendar days’ prior written (including email) notice to the other party. If this agreement is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.

## **13. TERMINATION FOR CAUSE**

If for any cause either party does not fulfill in a timely and proper manner its obligations under this agreement, or if either party violates any of the terms and conditions, the aggrieved party will give the other party written notice of the failure or violation. The aggrieved party will give the other party fifteen (15) working days to correct the violation or failure. If the failure or violation is not corrected within fifteen (15) days, the aggrieved party may immediately terminate this agreement by notifying the other party in writing (including email).

## **14. DISPUTES**

If a dispute arises, each party will make a good faith effort to resolve issues at the lowest possible level in their respective agencies. If they cannot resolve an issue, they will elevate the issue within their respective chains of command to resolve it.

In the event that a dispute arises that cannot be resolved as described in the preceding paragraph, it shall be determined by a Dispute Board in the following manner: Each party to this agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall evaluate the facts, agreement terms, applicable statutes and rules, and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on both parties. The cost of resolution will be borne as allocated by the Dispute Board. Alternatively, the parties may pursue a third party dispute resolution as the parties mutually agree to in writing.

## **15. GOVERNANCE**

This contract is entered into by the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

If there is an inconsistency in the terms of this agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal statutes and regulations.
2. State of Washington statutes and regulations.
3. Special terms and conditions as contained in this basic contract instrument.
4. Any other provision, term, or material incorporated herein by reference or otherwise incorporated.

## **16. ASSIGNMENT**

The work to be provided under this agreement and any claim arising from this agreement cannot be assigned or delegated in whole or in part by either party, without the express prior written consent of the other party.

## **17. WAIVER**

A party that fails to exercise its rights under this agreement is not precluded from subsequently exercising its rights. A party's rights may only be waived through a written amendment to this agreement.

## **18. HARASSMENT**

CONTRACTOR hereby has access to the following DNR's policies:

Per [RCW 43.01.135](#), DNR Policy PO01-052, Sexual Harassment, linked below, outlines DNR's commitment and expectations for contractors:

[https://www.dnr.wa.gov/publications/em\\_harassment\\_prevention\\_policy.pdf](https://www.dnr.wa.gov/publications/em_harassment_prevention_policy.pdf)

DNR Policy PO01-051, Safe and Respectful Workplace, linked below, outlines DNR's commitment and the expectations for contractors:

[www.dnr.wa.gov/publications/em\\_safe\\_respectful\\_workplace\\_policy.pdf](http://www.dnr.wa.gov/publications/em_safe_respectful_workplace_policy.pdf)

DNR Policy PO01-037, Harassment Prevention, linked below, outlines DNR's commitment and expectations for contractors:

[www.dnr.wa.gov/publications/em\\_harassment\\_prevention\\_policy\\_037.pdf](http://www.dnr.wa.gov/publications/em_harassment_prevention_policy_037.pdf)

## 19. NONDISCRIMINATION

During the performance of this contract, CONTRACTOR shall comply with all federal and state nondiscrimination laws, regulations, and policies.

1. Nondiscrimination Requirement. During the term of this contract, CONTRACTOR, including any subcontractor, shall not discriminate on the bases enumerated at [RCW 49.60.530\(3\)](#). In addition, CONTRACTOR, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which CONTRACTOR, or subcontractor, has a collective bargaining or other agreement.
2. Obligation to Cooperate. CONTRACTOR, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that CONTRACTOR, including any subcontractor, has engaged in discrimination prohibited by this contract pursuant to [RCW 49.60.530\(3\)](#).
3. Default. Notwithstanding any provision to the contrary, DNR may suspend CONTRACTOR, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this contract, pursuant to [RCW 49.60.530\(3\)](#). Any such suspension will remain in place until DNR receives notification that CONTRACTOR, including any subcontractor, is cooperating with the investigating state agency. In the event CONTRACTOR, or subcontractor, is determined to have engaged in discrimination identified at [RCW 49.60.530\(3\)](#), DNR may terminate this contract in whole or in part, and CONTRACTOR, subcontractor, or both, may be referred for debarment as provided in [RCW 39.26.200](#). CONTRACTOR or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
4. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of contract termination or suspension for engaging in discrimination, CONTRACTOR, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under [Chapter 49.60, RCW](#). DNR shall have the right to deduct from any monies due to CONTRACTOR or subcontractor, or that thereafter become due, an amount for damages CONTRACTOR or subcontractor will owe DNR for default under this provision.

**20. SEVERABILITY**

The provisions of this agreement are severable. If any provision of this agreement or any provision of any document incorporated by reference should be held invalid for any reason whatsoever by court of competent jurisdiction or other legally binding authority, such illegality or invalidity shall not affect the validity of the remainder of the contract.

**21. RESPONSIBILITIES OF THE PARTIES/INDEMNIFICATION**

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend (with counsel acceptable to DNR), and hold harmless DNR, its officials, agents, and employees, from and against all claims arising out of or resulting from the performance of the agreement. "Claim" as used in this agreement means any financial loss, claim, suit, action, damage, or expense, including, but not limited to, attorneys' fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. CONTRACTOR's obligation to indemnify, defend, and hold harmless includes any claim by CONTRACTOR's employees, representatives, any subcontractor or its employees, or any third party.

However, CONTRACTOR shall not indemnify, defend, or hold harmless DNR, its officials, agents, and employees for claims caused by or resulting from the sole negligence of DNR, its officials, agents, and employees and in the event of concurrent negligence by (1) CONTRACTOR, its agents, employees, representatives, any subcontractor or its employees, or any third party and (2) DNR, its officials, agents, and employees, then CONTRACTOR's obligation to indemnify, defend, and hold harmless DNR, its officials, agents, and employees shall be valid and enforceable only to the extent of CONTRACTOR, its agents, employees, representatives, any subcontractor or its employees, or any third party's share of any concurrent negligence.

CONTRACTOR waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless DNR and its officials, agents or employees.

**22. CONTRACT MANAGEMENT**

The Project Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this contract.

CONTRACTOR Contract Manager	DNR Contract Manager
Jim Whitney City of Redmond Fire Department 8450 161 <sup>st</sup> Ave NE Redmond, WA, 98052 <i>Phone:</i> 425-556-2202 <i>Email address:</i> <a href="mailto:jwhitney@redmond.gov">jwhitney@redmond.gov</a>	Enter Contract Manager Name Department of Natural Resources Enter Agency Address Enter City, State & Zip <i>Phone:</i> Enter Phone Number <i>Email address:</i> Enter Email Address

CONTRACTOR Project Manager	DNR Project Manager
Jim Whitney City of Redmond Fire Department 8450 161 <sup>st</sup> Ave NE Redmond, WA, 98052 <i>Phone:</i> 425-556-2202 <i>Email address:</i> <a href="mailto:jwhitney@redmond.gov">jwhitney@redmond.gov</a>	Enter Project Manager Name Department of Natural Resources Enter Agency Address Enter City, State & Zip <i>Phone:</i> Enter Phone Number <i>Email address:</i> Enter Email Address

### 23. INSURANCE

Before using any of said rights granted herein and at its own expense, CONTRACTOR shall purchase and maintain, [or require its agent(s)/subcontractor to purchase and maintain,] the insurance described below for the entire duration of this agreement. Failure to purchase and maintain the required insurance may result in the termination of the agreement at DNR's option.

All insurance provided in compliance with this agreement shall be primary as to any other insurance or self-insurance programs afforded to, or maintained by, the State of Washington, Department of Natural Resources.

CONTRACTOR shall provide DNR with certificates of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this agreement before using any of said rights granted herein. The description section of the certificate shall contain the Contract Number and the name of the DNR Project Manager. CONTRACTOR shall also provide renewal certificates as appropriate during the term of this agreement.

CONTRACTOR shall include all subcontractors and agents as insured under all required insurance policies or shall provide separate certificates of insurance for each subcontractor or agent. Failure of CONTRACTOR to have its subcontractors and agents comply with the insurance requirements contained herein does not limit CONTRACTOR's liability or responsibility.

**INSURANCE TYPES & LIMITS:** The limits of insurance, which may be increased by State, as deemed necessary, shall not be less than as follows:

Commercial General Liability (CGL) Insurance: CONTRACTOR shall purchase and maintain commercial general liability insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the general aggregate limits shall be at least twice the "each occurrence" limit, and the products-completed operations aggregate limit shall be at least twice the "each occurrence" limit. All insurance must cover liability arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of

another party assumed in a business contract) and contain separation of insured (cross-liability) condition.

Employer's Liability ("Stop Gap") Insurance: CONTRACTOR shall purchase and maintain employer's liability insurance and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Business Auto Policy (BAP) Insurance: CONTRACTOR shall purchase and maintain business auto insurance and if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 per accident, with such insurance covering liability arising out of "Any Auto". The policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense." CONTRACTOR waives all rights of subrogation against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

Industrial Insurance (Workers Compensation): CONTRACTOR shall comply with or provide Federal Workers Compensation insurance, out of state workers compensation insurance, or coverage under [Title 51 RCW](#) by maintaining workers compensation insurance for its employees. CONTRACTOR waives all rights of subrogation against State for recovery of damages to the extent they are covered by Industrial Insurance, employer's liability, general liability, excess, or umbrella insurance. CONTRACTOR waives its Title 51 RCW immunity to the extent it is required by its indemnity obligation under this agreement.

If CONTRACTOR fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, DNR may collect from CONTRACTOR the full amount payable to the Industrial Insurance accident fund. DNR may deduct the amount owed by CONTRACTOR to the accident fund from the amount payable to CONTRACTOR by DNR under this contract and transmit the deducted amount to the Washington Department of Labor & Industries (L&I), Division of Insurance Services.

Errors and Omissions (Professional Liability) Insurance: CONTRACTOR shall purchase and maintain errors and omissions insurance including coverage for professional liability with limits of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate.

**ADDITIONAL PROVISIONS:**

Additional Insured: DNR, its officials, agents, and employees shall be named as additional insured by endorsement on all general liability, excess, and umbrella insurance policies.

Cancellation: DNR shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications.

1. Insurers subject to Chapter 48.18 RCW (Admitted and Regulated by the Insurance Commissioner): The insurer shall give the State forty-five (45) days advance notice of cancellation or nonrenewal. If cancellation is due to non-payment of premium, the State shall be given ten (10) days advance notice of cancellation.

2. Insurers subject to Chapter 48.15 RCW (Surplus Lines): The State shall be given twenty (20) days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given ten (10) days advance notice of cancellation.

Insurance Carrier Rating: All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII, or better. Any exception must be reviewed and approved by the DNR Risk Manager or the DNR Contracts Manager, in the Risk Manager's absence. If an insurer is not admitted to do business in Washington State, all insurance policies and procedures for issuing the insurance policies must comply with Chapters 48.15 RCW and 284-15 WAC.

Self-Insurance: If CONTRACTOR is self-insured, evidence of its status as a self-insured entity shall be provided to State. The evidence should demonstrate that CONTRACTOR's self-insurance meets all of the required insurance coverage of this agreement to the satisfaction of State including the description of the funding mechanism and its financial condition. If the funding mechanism or financial condition of the self-insurance program of CONTRACTOR is inadequate, then State may require the purchase of additional commercial insurance to comply with this agreement.

Waiver: CONTRACTOR waives all rights of subrogation against State for recovery of damages to the extent these damages are covered by general liability, excess, or umbrella insurance maintained pursuant to this agreement.

## **24. ASSURANCES**

DNR and CONTRACTOR agree that all activity pursuant to this contract will be in accordance with all the applicable current federal, state, and local laws, rules, and regulations.

## **25. ENTIRE AGREEMENT**

This contract, including referenced exhibits, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

## **26. CONFORMANCE**

If any provision of this contract violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.

**27. APPROVAL**

By signature below, the parties certify that the individuals listed in this document, as representatives of the parties, are authorized to act in their respective areas for matters related to this instrument. IN WITNESS WHEREOF, the parties have executed this agreement.

**CITY OF REDMOND**

**WASHINGTON STATE  
DEPARTMENT OF NATURAL  
RESOURCES**

<b>Signature</b>	<b>Date</b>	<b>Signature</b>	<b>Date</b>
Angela Birney		Russ Lane	
<b>Name</b>		<b>Name</b>	
Mayor		Wildland Fire Management Division Manager	
<b>Title</b>		<b>Title</b>	
PO Box 97010 Redmond, WA 98073		1111 Washington Street SE Olympia, WA, 98504	
<b>Address</b>		<b>Address</b>	
425-556-2900		360-902-1308	
<b>Telephone</b>		<b>Telephone</b>	

## EXHIBIT A

### SCOPE OF WORK

This agreement is to allow the CONTRACTOR to provide personnel and support to DNR for wildfire or emergency response within the State of Washington and to define DNR's procedure to pay and reimburse the CONTRACTOR. This includes IMT members and wildland resources (personnel, equipment, services and supplies available, or potentially available, for assignment to incidents) Personnel and equipment are described by kind and type, e.g., ground, water, air, etc., and may be used in tactical, support or overhead capacities at an incident. This agreement will not be an avenue for dispatches to fires outside of the State of Washington with the exception of rostered Type 1, 2 and 3 IMT members.

If the CONTRACTOR has a Forest land Response Agreement (FLRA) it will take precedence over this agreement for dispatches to wildfire incidents, and this agreement will only be used for dispatching of IMT members to non-wildfire incidents.

This agreement extends to all District/Department members as defined below:

- Washington Fire Service (WFS) personnel that are full-time and part-time paid employees, and personnel under contract/agreement with the District/Department will be paid by the District/Department. DNR will reimburse District/Department costs as outlined in this agreement. Personnel covered under this section are regularly paid by WFS for performed work and are compensated the same for work including if assigned to an incident covered by this agreement "Full and Part Time Personnel."
- Members dispatched by DNR from WFS that have contracts for the sole purpose of responding to wildfire or non-wildfire incidents outside of the WFS jurisdictional boundaries are paid by WFS and reimbursed in accordance with the Washington State Wage & Equipment Rate Guide "Temporary Personnel."
- Members of WFS who are identified as volunteers will need to be hired by DNR via the DNR casual hire process and paid directly by DNR. This may be completed pre-season, and shall be completed prior to the first dispatch. The local DNR Region office will handle the casual hire process.

## **EXHIBIT B**

### **BUDGET**

#### **CONTRACTOR agrees that/to:**

1. All personnel dispatched will have a valid Incident Qualification Card (red card) stating current qualifications; and will adhere to qualifications and standards described in PMS 310-1.
2. Provide a copy of the Master IQS Record for each participating employee (needed to update status in Interagency Resource Ordering Capability (IROC)).
3. Provide local DNR Dispatch with status of each employee who is listed as a rostered IMT member or other appropriate resource every Monday by 1200 hours. Dispatch will then update their status in IROC for that week (0800 Tuesday to 0800 Tuesday).
4. All personnel and equipment dispatched will be paid by the District/Department; (except volunteers will follow payment procedures outlined in their individual agreement and be paid directly by DNR).
5. All Equipment and Personnel dispatched under this agreement will arrive at each incident with a copy of their current agreement.
6. Invoice for personnel, equipment, & travel cost billed to DNR shall be submitted within sixty (60) days and will include the following:
  - a. DNR Personnel Reimbursement Request Worksheet
  - b. Original Emergency Fire Time Report (OF-288); hourly wage rate including salaries & benefit (regular and OT) for personnel hours on the OF-288.
  - c. Original Shift Ticket (OF-297) documenting mileage to/from incident as well as daily mileage incurred on the incident signed by incident supervisor.
  - d. Original Emergency Equipment Use Invoice (OF-286) signed by finance section on the incident.
  - e. Copy of district/department shift schedule.
  - f. Earning statements showing hourly wage for each employee and a copy of appropriate employment contract.
  - g. Receipts or Copy of Employee travel reimbursement for travel expenses.
  - h. Copy of Resource Order.
7. Volunteers shall submit original copies of payment documents directly to the DNR region office for payment.

8. For fire line or off-road use, only utilize District/Department owned vehicles or procured rental vehicles. If District/Department owned vehicles are available, they shall be used prior to procuring a rental vehicle.
  - a. Rental vehicles for off-road use must be procured using the National Emergency Rental Vehicle BPA.
  - b. Off-road rental vehicles procured from alternative sources other than the agreement listed above are not compensable.
  - c. Rental vehicle authorization must be documented on the resource order. Please speak with your local DNR Region for more specific information.
  - d. In order to provide appropriate tracking for all rental vehicles, rentals ordered for overhead shall be ordered using the resource's O#. They do not require their separate resource order number.
  - e. The use of the National Emergency rental vehicle BPA is specific to off-road use. Rental vehicles used for non-fire line positions must be approved on the resource order, and shall be rented through alternative sources other than the National Emergency Rental Vehicle BPA.

**DNR agrees that/to:**

1. Dispatch resources on preseason IMT rosters, and alternate pool list.
2. Reimburse the CONTRACTOR within 30 days of receipt of complete & accurate invoice and required documentation.
3. Reimburse the CONTRACTOR for Temporary Personnel under contract or agreement with the CONTRACTOR, as defined above, per the Interagency Wildfire Resource Wage Rates in the Washington State Wage & Equipment Rate Guide.
4. Reimburse the CONTRACTOR for Full and Part Time Personnel (as defined above) to the resource provider at the resource provider's actual total cost. This will include backfill cost for the Full-time Personnel as outlined in the State Mobilization Plan.
  - a. DNR will reimburse CONTRACTOR of all regular scheduled hours for the personnel assigned to the incident.
  - b. The DNR will not pay for muster time, wildland premium pay, portal to portal, or other unspecified pay provisions.
  - c. Sleeping Periods, Meal Breaks, Time required for vehicle/equipment maintenance, Crew Change Time, Out of Service Time are considered non-compensable.
5. Reimburse Fire Service District/Department for approved travel expenses. The following guidelines apply:

- a. Per diem is authorized for resources while traveling to an incident for meals that they are in travel status for the entire DNR designated meal period, and will be based on where the resource stops to sleep.
    - i. Breakfast: 7AM – 8AM
    - ii. Lunch: 12PM – 1PM
    - iii. Dinner: 6PM – 7PM
  - b. Upon arrival at an incident all resources shall stay and eat in camp. Resources may not seek reimbursement for meals or lodging unless services are not provided by the incident.
  - c. Approval for per diem shall be documented on the resource order card, or through written approval including justification, from the Incident Commander.
  - d. Reimbursement for approved per-diem for incidents in Washington will be paid in accordance with Washington State Office of Financial Management (OFM) rates. Receipts are not required.
  - e. Reimbursement for approved per-diem for incidents outside Washington, will be paid using the U.S. General Service Administration (GSA) daily per diem rates, applying the following breakdown: 25% for Breakfast, 30% for Lunch, 45% for Dinner, applied to daily totals including meals & incidental rates. Receipts are not required.
  - f. Local resources who return home each night, and do not remain in camp overnight will not be entitled to per diem.
  - g. Hotels will only be reimbursed at actual expenses including daily rate and applicable taxes, not to exceed the government rates established in (GSA). All hotel reimbursements require an itemized receipt, and must be approved with a resource order or written approval from the Incident Commander. Booking fees associated with online travel agents are non-compensable.
  - h. Alternate accommodations may be utilized at the expense of the user. The cost for alternative accommodations is not reimbursable.
  - i. For travel home if sack lunches are provided, per diem claims will not be reimbursed.
  - j. Travel time to and from the incident will be paid according to the DNR pay provisions in the Washington State Wage & Equipment Rate Guide.
  - k. Travel time and cost associated with picking up and dropping off rental vehicles will be paid according to the DNR pay provision in the Washington State Wage & Equipment Rate Guide.
6. Reimburse the CONTRACTOR for all approved supply expenses approved at the incident. The following guidelines apply:
- a. All supply expenses, with the exception of rental car fuel, require a resource order from the incident in order to be reimbursable.

- b. Itemized receipts must be included for all supply purchases in order to be eligible for reimbursement.
- 7. To pay all volunteers directly, unless otherwise requested in writing by the Chief. Volunteers will be paid for hours worked at the rates in the Washington State Wage & Equipment Rate Guide.
- 8. Reimburse CONTRACTOR for Equipment Cost at the rates published in the Washington State Wage & Equipment Rate Guide.
  - a. All equipment will be paid at the wet rate.
  - b. All equipment will be paid based on the resource order.
  - c. All equipment will be paid according to the DNR provisions in the Washington State Wage & Equipment Rate Guide.