



INTERAGENCY AGREEMENT
DEPARTMENT OF NATURAL RESOURCES (DNR) and
CITY OF SUNNYSIDE, FIRE DEPARTMENT
NO. 93-102395

PI: 221, 222, 223, 224
Funding Source: State

This Agreement is made and entered into between the Washington State Department of Natural Resources, hereinafter referred to as DNR, and the below named District/Regional Fire Authority/Department hereinafter referred to as SFD.

DNR and SFD enter into this agreement under Chapter 39.34, Interlocal Cooperation Act.

City of Sunnyside, Fire Department
513 S 8th St.
Sunnyside WA 98944
Phone: 509-837-3999
FAX: 509-836-6419
Email: kanderson@sunnyside-wa.gov

IT IS MUTUALLY AGREED THAT:

1.0 Purpose. The limited purpose of this Agreement is for SFD 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 SFD 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.

2.0 Scope of Work. SFD shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to perform work set forth in the Attachment A – Scope of Work.

3.0 Period of Performance. The period of performance of this Agreement shall begin on June 30, 2021, and end on December 31, 2025, unless terminated sooner as provided herein.

4.0 Billing Procedures. SFD shall submit invoices within sixty (60) days of the last date of demobilization. Payment for approved goods and/or services will be made by check, warrant or account transfer within 30 days of receipt of the invoice and required documentation. Upon expiration of the Agreement, invoices shall be paid, if received within 30 days after the expiration date. However, invoices for all work done within a fiscal year must be submitted within 30 days after the end of DNR's fiscal year, which is June 30th.

Each invoice submitted to DNR shall include information needed by DNR to determine the actual expenditures to be reimbursed and exact nature of all approved expenditures for services provided. Invoices & billing packages shall be prepared according to the requirements outlined in Attachment A.

5.0 Records Maintenance. SFD shall maintain books, records, documents and other evidence, to sufficiently document all direct and indirect costs incurred by SFD in providing the services. These records shall be available for inspection, review, or audit by personnel of the DNR, other personnel authorized by the DNR, the Office of the State Auditor, and federal officials as authorized by law. SFD shall keep all books, records, documents, and other material relevant to this Agreement for ten years after agreement expiration. The Office of the State Auditor, federal auditors, and any persons authorized by the parties shall have full access to and the right to examine any of these materials during this period.

Records and other documents in any medium furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose this material to any third parties without first notifying the furnishing party and giving it a reasonable opportunity to respond. Each party will use reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

6.0 Rights to Data. Unless otherwise agreed, data originating from this Agreement shall be 'works for hire' as defined by Title 17 U.S.C., Section 101 and shall be owned equally by DNR and SFD. 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.

7.0 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.

8.0 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.

9.0 Termination for Convenience. Either party may terminate this Agreement upon 30 calendar days' prior written 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.

10.0 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 15 working days to correct the violation or failure. If the failure or violation is not corrected within 15 days, the aggrieved party may immediately terminate this Agreement by notifying the other party in writing.

11.0 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 under this Agreement, 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.

12.0 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 rules;
- (2) State of Washington statutes and regulations
- (3) Scope of Work; and
- (4) Any other provisions of the agreement, including materials incorporated by reference.

13.0 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. Neither party shall unreasonably withhold consent.

14.0 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.

15.0 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, the other provisions of this Agreement without the invalid provision remain valid.

16.0 Responsibilities of the Parties/Indemnification. To the fullest extent permitted by law, SFD 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. SFD's obligation to indemnify, defend, and hold harmless includes any claim by SFD's employees, representatives, any subcontractor or its employees, or any third party.

However, SFD 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) SFD, its agents, employees, representatives, any subcontractor or its employees, or any third party and (2) DNR, its officials, agents, and employees, then SFD's obligation to indemnify, defend, and hold harmless DNR, its officials, agents, and employees shall be valid and enforceable only to the extent of SFD, its agents, employees, representatives, any subcontractor or its employees, or any third party's share of any concurrent negligence.

SFD 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.

17.0 Insurance. Before using any of said rights granted herein and its own expense, SFD shall 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.

SFD 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. SFD shall also provide renewal certificates as appropriate during the term of this Agreement.

SFD 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 SFD to have its subcontractors and agents comply with the insurance requirements contained herein does not limit SFD'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: SFD 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: SFD 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 and \$1,000,000 each employee for bodily injury by disease.

Business Auto Policy (BAP) Insurance: SFD 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." SFD 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): SFD shall comply with Title 51 RCW by maintaining workers compensation insurance for its employees. SFD 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. SFD waives its Title 51 RCW immunity to the extent it is required by its indemnity obligation under this Agreement.

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 45 days advance notice of cancellation or nonrenewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.
2. Insurers subject to Chapter 48.15 RCW (Surplus Lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 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 Agreement No. 93-102395

Manager's absence. If an insurer is not admitted to do business in the State of Washington, all insurance policies and procedures for issuing the insurance policies must comply with Chapters 48.15 RCW and 284-15 WAC.

Self-Insurance: If SFD is self-insured, evidence of its status as a self-insured entity shall be provided to State. The evidence should demonstrate that SFD'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 SFD is inadequate, then State may require the purchase of additional commercial insurance to comply with this Agreement.

Waiver: SFD 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.

18.0 Complete Agreement in Writing. This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.

19.0 Contract Management.

District Contract Manager Information	DNR Contract Manager Information
Elizabeth Alba, Interim City Manager City of Sunnyside, Fire Department 818 East Edison Avenue Sunnyside, Washington 98944 <i>Phone : 509-836-6300</i> <i>Fax: 509-836-6419</i> <i>Email address: ealba@sunnyside-wa.gov</i>	Debbie Robinson Department of Natural Resources 713 Bowers Rd Ellensburg WA 98926 <i>Phone: 509-925-0966</i> <i>Fax: 509-925-8522</i> <i>Email address: debbie.robinson@dnr.wa.gov</i>
District Project Manager Information	DNR Project Manager Information
Ken Anderson, Fire Chief Sunnyside Fire Department 513 South 8th Street Sunnyside, Washington 98944 <i>Phone : 509-837-3999</i> <i>Fax: 509-836-6419</i> <i>Email address: kanderson@sunnyside-wa.gov</i>	Wyatt Leighton Department of Natural Resources 713 Bowers Rd Ellensburg WA 98926 <i>Phone: 509-925-0959</i> <i>Fax: 509-925-8522</i> <i>Email address: wyatt.leighton@dnr.wa.gov</i>

SCOPE OF WORK

This agreement is to allow SFD 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 SFD. 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 a District/Department 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 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.

District/Department 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 District/Department within 30 days of receipt of complete & accurate invoice and required documentation.
- 3) Reimburse the District/Department for Temporary Personnel under contract or agreement with the District/Department, as defined above, per the Interagency Wildfire Resource Wage Rates in the Washington State Wage & Equipment Rate Guide.
- 4) Reimburse the District/Department 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 District/Department 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. Once arriving 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 District/Department 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 District/Department 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.

