



WILDFIRE

INTERAGENCY AGREEMENT DEPARTMENT OF NATURAL RESOURCES (DNR) NO. 93-104808

PI: 221, 222, 223, 224

Funding Source: State

Grant Funded: Yes No

This Agreement is made and entered into between the Washington State Department of Natural Resources, hereinafter referred to as DNR, and Snohomish County, a political subdivision of the State of Washington, for the Snohomish County Airport Fire Department at Paine Field, the below named firm, hereinafter referred to as Snohomish County Airport Fire Department.

DNR and Snohomish County Airport Fire Department enter into this agreement under Chapter 39.34, Interlocal Cooperation Act.

Snohomish County Airport Fire Department

10630 36th Pl West

Everett, WA 98204

Phone: 425-388-5484

IT IS MUTUALLY AGREED THAT:

1.0 Purpose. The limited purpose of this Agreement is for Snohomish County Airport Fire Department 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 Snohomish County Airport Fire Department 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. The Snohomish County Airport Fire Department shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to performing work set forth in the Exhibit A – Scope of Work.

3.0 Period of Performance. The period of performance under this contract will be from February 15, 2023, or date of execution, whichever is later, through December 31, 2028.

4.0 Payment. Pay for services shall be based on the rates and terms described in Exhibit A – Scope of Work, Exhibit B – Payment Requirements.

5.0 Billing Procedures. Snohomish County Airport Fire Department shall submit reimbursement requests to DNR within 120 days of demobilization from each incident. Invoices shall be submitted according to the process outlined in the Exhibit B – Payment Requirements. Payment for reimbursement of approved services and other authorized expenses will be made by check, warrant or account transfer within 30 days of receipt of the invoice. 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 the fiscal year.

Each invoice submitted to DNR shall include information needed by DNR to determine the exact nature of all expenditures and completed work. At a minimum, each invoice shall specify the following:

- A. Agreement number 93-104808
- B. The (e.g., monthly fixed cost, etc.) for each (month billed, deliverable, etc).
- C. The total number of hours worked for each employee
- D. The total amount of taxes (if any)
- E. Any other relevant information.
- F. The total invoice charge.

6.0 Records Maintenance. Snohomish County Airport Fire Department shall maintain books, records, documents and other evidence, to sufficiently document all direct and indirect costs incurred by Snohomish County Airport Fire Department in providing the services. These records shall be available for inspection, review, or audit by personnel of the Snohomish County Airport Fire Department, other personnel authorized by the Snohomish County Airport Fire Department, the Office of the State Auditor, and federal officials as authorized by law. Snohomish County Airport Fire Department shall keep all books, records, documents, and other material relevant to this Agreement for six 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.

7.0 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 equally by the Snohomish County Airport Fire Department and 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.

8.0 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.

9.0 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.

10.0 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.

11.0 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.

12.0 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.

13.0 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
- (5) Scope of Work; and
- (6) Any other provisions of the agreement, including materials incorporated by reference.

14.0 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.

15.0 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.

16.0 Harassment. Per [RCW 43.01.135](#), Sexual harassment in the workplace, Agency Contractors hereby have access to DNR Policy PO01-052 Sexual Harassment:

https://www.dnr.wa.gov/publications/em_harassment_prevention_policy.pdf

17.0 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.

18.0 Responsibilities of the Parties/Indemnification. Each party to this Agreement hereby assumes responsibility for claims and/or damages to person and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party assumes any responsibility to the other party for the consequences of any claim, act or omission of any person, agency, firm or corporation not a party to this Agreement.

19.0 Insurance. Before using any of said rights granted herein and its own expense, Snohomish County Airport Fire Department 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.

Snohomish County Airport Fire Department 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. Snohomish County Airport Fire Department shall also provide renewal certificates as appropriate during the term of this Agreement.

Snohomish County Airport Fire Department 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 Snohomish County Airport Fire Department to have its subcontractors and agents comply with the insurance requirements contained herein does not limit Snohomish County Airport Fire Department'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: Snohomish County Airport Fire Department 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: Snohomish County Airport Fire Department 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: Snohomish County Airport Fire Department 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." Snohomish County Airport Fire Department 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): Snohomish County Airport Fire Department shall comply with Title 51 RCW by maintaining workers compensation insurance for its employees. Snohomish County Airport Fire Department 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. Snohomish County Airport Fire Department waives its Title 51 RCW immunity to the extent it is required by its indemnity obligation under this Agreement.

ADDITIONAL PROVISIONS:

Additional Insured: The State of Washington, Department of Natural Resources, 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 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 Snohomish County Airport Fire Department is self-insured, evidence of its status as a self-insured entity shall be provided to State. The evidence should demonstrate that Snohomish County Airport Fire Department’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 Snohomish County Airport Fire Department is inadequate, then State may require the purchase of additional commercial insurance to comply with this Agreement.

Waiver: Snohomish County Airport Fire Department 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.

20.0 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.

21.0 Contract Management.

CONTRACTOR Contract Manager Information	DNR Contract Manager Information
Joshua Cole Snohomish County Airport Fire Department 10630 36th Pl West Everett, WA 98204 <i>Phone</i> : 415-388-5484 <i>Fax</i> : N/A <i>Email address</i> : joshua.cole@co.snohomish.wa.us	Bill Waits Department of Natural Resources 919 N Township Street Sedro Woolley, WA 98284 <i>Phone</i> : 360-856-3500 <i>Fax</i> : N/A <i>Email address</i> : bill.waits@dnr.wa.gov

CONTRACTOR Project Manager Information	DNR Project Manager Information
Joshua Cole Snohomish County Airport Fire Department 10630 36th Pl West Everett, WA 98204 <i>Phone</i> : 415-388-5484 <i>Fax</i> : N/A <i>Email address</i> : joshua.cole@co.snohomish.wa.us	Jothan McGaughey Department of Natural Resources 919 N Township Street Sedro Woolley, WA 98284 <i>Phone</i> : 360-856-3500 <i>Fax</i> : N/A <i>Email address</i> : jothan.mcgaughey@dnr.wa.gov

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.

**SNOHOMISH COUNTY AIRPORT
FIRE DEPARTMENT**

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL
RESOURCES (DNR)**

Signature	Date
Neepaporn Bounjaktha	Ken Klein
Name	Executive Director
Executive Director	
Title	
3000 Rockefeller Avenue Everett, WA 98201	
Address	
425-626-5205	
Telephone	
Approved as to form:	

DocuSigned by: <i>Kevin Killian</i> 8BF24BE745F0432	3/28/2023
Signature	Date
Kevin Killian	
Name	
Wildland Assistant Region Manager	
Title	
919 N Township	
Street Sedro Woolley, WA 98284	
Address	
360-856-3500	
Telephone	

Signature	Date
Sheila Barker	
Name	
Risk Manager, Snohomish County	
Title	
3000 Rockefeller Avenue Everett, WA 98201	
Address	
425-508-9502	
Telephone	
Approved as to insurance:	

Signature	Date
Michelle Corsi	
Name	
Deputy Prosecuting Attorney, Snohomish County	
Title	
3000 Rockefeller Avenue Everett, WA 98201	
Address	
425-388-5108	
Telephone	

EXHIBIT A

SCOPE OF WORK

DNR agrees to the following:

1. DNR Wildland Fire Training Program will provide Incident Qualification Card (IQC) administrative authority in managing documentation of required training, experience, position task book initiation, and qualification process
2. Status the employee in the Interagency Resource Ordering Capability IROC.
3. Dispatch the employee to assignments as need arises.
4. Provide employee with valid Incident Qualification Card (red card) upon completion of required training stating current National Wildfire Coordinating Group (NWCG) qualifications and adhere to qualifications and standards described in PMS 310-1.

Snohomish County Airport Fire Department agrees to the following:

1. Ensure that the employee will be available and ready to respond when called by DNR. The employee will receive a dispatch by receiving a phone call and IROC resource order prior to accepting or traveling to the assignment. The employee must have a valid Incident Qualification card (red card).
2. Employee will ensure an Incident Performance Evaluation is received for every assignment and a copy provided to DNR Fire Training upon return from assignment.
3. Provide reimbursement requests on the Snohomish County Airport Fire Department's letterhead as outlined in Exhibit B – Payment Requirements.

EXHIBIT B

PAYMENT REQUIREMENTS

Each request for reimbursement submitted to DNR by the Snohomish County Airport Fire Department will clearly reference **DNR # - 93-104808**.

1. DNR will reimburse Snohomish County Airport Fire Department for actual costs incurred for fire suppression services when services are requested by DNR. DNR agrees to reimburse Snohomish County Airport Fire Department for all personnel cost and travel cost for resources dispatched under this agreement.
2. Snohomish County Airport Fire Department will track the cost for fire suppression resources provided. Within 120 days of providing fire suppression services, Snohomish County Airport Fire Department will submit an invoice to DNR. DNR will make payment upon receipt of the invoice in accordance with the payment procedures established by the Office of Financial Management.
3. All resources dispatched under this agreement must be ordered through IROC and have a resource order number for the incident they are assigned to. All resources are required to show up to each incident with a current copy of this plan and provide it to the incident management team upon checking into the incident.
4. Employee time will be tracked on Crew Time Reports (CTRs). All time shall be approved by the appropriate personnel at the incident and submitted daily to the finance unit at the incident. When demobilizing from the incident, resources shall obtain an original signed Emergency Fire Time Report (OF 288).
5. Transportation cost to and from incident are reimbursable. Privately Owned Vehicle (POV) and rental vehicles must be authorized on the resource order in order to be reimbursed.
 - a) Rental vehicles that are for non-fire line use will be rented by Snohomish County Airport Fire Department through their state contract and will be reimbursed by DNR. Itemized receipts or invoices for rental vehicle and fuel are required.
 - b) POV and Agency Owned Vehicle (AOV) mileage shall be documented daily on a shift ticket and signed by the resource's incident supervisor.
6. Travel cost will be reimbursed for any cost incurred while resources are traveling to and from an incident, and for any period an incident does not provide meals.
 - a) Reimbursement for meals will be at the Office of Financial Management Per Diem Rates.

- b) Reimbursement for meals and lodging once arriving at an incident require written approval from the incident or documentation on the resource order.

7. Snohomish County Airport Fire Department will provide as a minimum on each invoice:

- a) Invoice Number
- a) Agreement Number
- b) Incident Name
- c) Dates of performance
- d) Summary of Cost
- e) Copies of Resource Order

The payment package submitted to DNR shall also contain:

- a) Copies of original Emergency Fire Time Reports (OF-288)
- b) Copies of receipts for employee travel expenses and/or copy of employee travel vouchers

Invoices shall be submitted electronically to:

Attn: Amy Arena
amy.arena@dnr.wa.gov