WASHINGTON STATE DEPARTMENT OF
Natural Resources
PETER GOLDMARK - Commissioner of Public Lands

FOREST LAND RESPONSE AGREEMENT & FEDERAL GRANT AGREEMENT

Agreement No. 15-219

This Agreement is entered into between the state of Washington, Department of Natural Resources, **Pacific Cascade Region**, hereinafter referred to as DNR, and **City of Westport** Fire Protection District/Department, hereinafter referred to as District/Department.

Authority: This Agreement is entered into by DNR under the authority of RCW 76.04.135, RCW 76.04.610(3); by the District/Department under the authority of RCW 52.12.031, RCW 52.12.125 and RCW 35.21.010; and DNR and District/Department in conformity with RCW 39.34, the Interlocal Cooperation Act.

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. **Purpose:** The purpose of this Agreement is to (1) provide for mutual assistance and cooperation in the control and suppression of forestland fire and therefore to contract for the District/Department to provide fire protection services to an area within the jurisdiction of DNR and located in, or adjacent to, the District/Department and to contract for the DNR to assist in fire protection services on forestland within District/Department jurisdiction; (2) dispatch and pay for fire service resources outside the fire service District/Department jurisdictional boundaries; and, (3) provide District/Department assistance by: the sub-loan of all federal excess property by DNR under the Federal Property and Administrative Services Act of 1949, as amended (P.L. 94-519) and section 7 of the Cooperative Forestry Assistance Act of 1978 (P.L. 95-313); the transfer of ownership of firefighting property by DNR under the Rural Fire Department Equipment Priority Act, 10 USC 2576b; the distribution of funds under section 10(b)(3) of the Cooperative Forestry Assistance Act as amended by the Forest Stewardship Act of 1990 (P.L. 101-624) for the Volunteer Fire Assistance Program; the distribution of funds under Department of the Interior and Related Agencies Appropriations Act (P.L. 106-291) for the Rural Fire Assistance Program; and, the distribution of funds under the State Fire District Assistance Program under RCW 76.04.610(3).

2. **Scope:** This Agreement pertains to forestland fire incidents within or adjacent to the District/Department boundaries and to resources ordered through the DNR region for dispatch outside of District/Department boundaries, to District/Department support provided by DNR, and Federal/State Grant Programs managed by DNR. "Forestland", as used in this Agreement, is as the term is defined by RCW 76.04.005(9).

3. **Jurisdictional Responsibility:** Within or adjacent to the District/Department'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 not within the boundaries of the District/Department. **(Optional clause: If county assessor has segregated improved and unimproved land on county assessment rolls: Land subject to Forest Fire Protection Assessment and not subject to District/Department fire protection district levy.)**

   (2) **Sole District Jurisdiction:** Land subject to District/Department fire protection district levy and not subject to Forest Fire Protection Assessment.

   (3) **Joint Jurisdiction:** Lands subject to Forest Fire Protection Assessment and within the boundaries of the District/Department. **(Optional clause: If county assessor has segregated improved and unimproved land on county assessment rolls: Land subject to Forest Fire Protection Assessment and District/Department fire protection district levy.)**

4. **Fire Incident Response:**

   (1) **Sole DNR Jurisdiction:** In the event of a fire emergency in a sole DNR jurisdiction area, the DNR will respond. The District/Department 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/Department to gain timely initial attack and control action, or to supplement DNR resources.

   (2) **Sole District/Department Jurisdiction:** In the event of a fire emergency in a sole District/Department jurisdiction area, the District/Department will respond. DNR may respond to provide immediate control action, minimize fire loss, and thereby indirectly protect its own jurisdiction area. The District/Department 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/Department will respond, subject to the availability of resources.

5. **Off-Season Incidents:** "Off-Season" as used in this Agreement is 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/Department response, subject to availability, to provide additional suppression resources.

(2) **Sole District/Department Jurisdiction:** The District/Department will respond and conduct necessary fire suppression operations. The District/Department may request DNR response, subject to availability, for fire investigation or additional suppression resources.

(3) **Joint Jurisdiction:** The District/Department will respond and conduct necessary fire suppression operations. DNR will respond depending on the availability of resources and the threat to forestland.

6. Command:

(1) **Sole DNR Jurisdiction Incidents:** When the District/Department is the first arriving agency; the District/Department on-site initial responders shall establish command until released by a representative of DNR.

(2) **Sole District/Department Jurisdictional Incidents:** When DNR is the first arriving agency; the DNR on-site initial responders shall establish command until released by a representative of the District/Department.

(3) **Joint Jurisdiction Incidents:** The first arriving agency initial responders shall establish command and, upon the arrival of the other agency, unified command will be established and used for incident management.

7. 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 forestlands, 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 forestland fire is achieved, District/Department resources will be released from the incident for return to service and availability for initial alarm response/attack; provided, however, DNR may request that District/Department 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 Section 11 of this Agreement) by DNR prior to the mobilization of special resources.

8. **Operations Guidelines:** Representatives of the District/Department and DNR shall mutually develop operations guidelines 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 cooperation and understanding. See Attachment A for Operating Guidelines, which is incorporated by reference herein.

9. **Fire Investigation:** The District/Department 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. **Costs:**

(1) **Charges Not Required:** 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/Department or DNR desires or is required to charge for resource costs (as described in Subsections (2), (3), and (4) below) and in such event the provisions of this Section 10 apply.

(2) **Sole DNR Jurisdiction:** If the District/Department responds, DNR will pay for District/Department personnel and equipment costs as provided in Section 11.

(3) **Sole District/Department Jurisdiction:** If DNR responds, the District/Department will pay for DNR personnel and equipment costs as provided in Section 11.

(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/Department personnel and equipment costs, which are requested by DNR for mop-up operations as provided in Section 11.

11. **Cost Reimbursement Procedures:** All provisions within this Agreement for reimbursement of costs are subject to the following conditions:

(1) **Notice**: Prior to costs being incurred as allowed by this Agreement, notice of such expenditure must be given to the on-scene incident commander of the requesting agency prior to the expenditure or commitment of funds.

(2) **Invoice**: Any resource provider costs, which are to be billed, must be invoiced within sixty (60) business days of the last date of incurred expense for the incident.

12. **Cost Reimbursement Rates:** District/Department volunteer personnel will be reimbursed 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.

    Career/permanent and seasonal personnel costs will be reimbursed to the resource provider at the resource provider's actual total cost.

13. **Federal Excess Personal Property:** Upon request from the District/Department, and subject to its compliance with the requirements imposed by law and this Agreement to administer, account for, use and dispose of FEPP, DNR will sub-loan FEPP to the District/Department on a most needed basis. See Attachment B - Federal Excess Personal Property, which is incorporated by reference herein.

14. **Firefighter Property Program:** Upon request from the District/Department, and subject to its compliance with the requirements imposed by law and this Agreement to administer, account for, use and dispose of Department of Defense (DOD) excess firefighting and firefighting support equipment acquired by DNR under the Firefighter Property Program (FFP), DNR will transfer such equipment to the District/Department on a most needed basis. See Attachment C - Firefighter Property Program, which is incorporated by reference herein.

15. **Assistance Grants:** Volunteer Fire Assistance (VFA) and Rural Fire Assistance (RFA) are Federal grant programs administered by DNR that provide funds for fire equipment, training, and initial fire department organization to fire departments serving small communities under 10,000 in population. Fire District Assistance (FIREDAC) is State funding for fire districts administered by DNR for the same purposes. Eligible District/Departments may apply for assistance grant projects each year, under the terms and conditions provided to District/Departments on the DNR Fire District Assistance website at www.dnr.wa.gov. If approved for funding, the District/Department must comply with all program requirements some of which are identified on the website and described in Attachment D – Assistance Grants, which is incorporated by reference herein.

16. **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/Department 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 Agreement at DNR's option. If the District/Department 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/Department shall not be less than as follows:

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/Department from liability for losses and settlement expenses greater than these amounts. DNR shall not be charged for the cost for insurance coverage(s).

District/Department 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/Department must purchase and maintain the insurance coverage and limits specified below:

(1) **Commercial General Liability (CGL) Insurance**. District/Department 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:

Description	Dollar Amount
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, to include FEPP vehicles, the District/Department 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/Department-owned personal vehicles are used, the BAP must cover "Owned Autos Only" (Symbol 2)

C. If District/Department hires autos, the BAP must cover "Hired Autos Only" (Symbol 8)

D. If District/Department 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/Department is responsible for any deductible.

Description	Each Accident
Bodily Injury and Property Damage	$1,000,000

(3) **Workers Compensation Insurance:** The District/Department shall comply with all state of Washington workers compensation statutes and regulations. Coverage shall be provided for all employees and volunteers of the District/Department and shall include bodily injury (including death) that arises out of or in connection with the performance of this Agreement.

17. **Service Limitations.** The responses and fire suppression services provided for under this Agreement are intended to be rendered on the same basis as such services are rendered to other areas within the District/Department or DNR jurisdictions and neither party assumes liability for failure to provide services by reason of any circumstances beyond the party's control. In the event of simultaneous fires or medical aid calls within the areas covered by this Agreement whereby facilities of either party are taxed beyond the party's ability to render equal protection, the officers and agents of the party shall have sole discretion as to which call shall be answered first. The responding party shall have sole discretion to determine the manner and method of responding to and handling emergencies under this Agreement consistent with the Command Section 6 of this Agreement.

18. **Benefits**. This agreement is entered into for the benefit of the parties to this agreement only and shall confer no benefits, direct or implied, on any third persons.

19. **Renegotiation and Modification:** The terms and conditions of this Agreement may be renegotiated at the request of either Party between January 1 and March 1 of any year. Any modification or amendment of this Agreement must be in writing and must be signed by duly authorized agents of the Parties.

20. **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 of this Agreement.

21. **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.

22. **Compliance with Laws:** Parties shall comply with all applicable federal and state laws, rules and regulations that govern each component of this Agreement.

23. **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.

24. **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.

25. **Severability:** If any provision of this Agreement is held to be invalid, such invalidity shall not affect 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 severable.

26. **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.

27. **Term of Agreement:** This Agreement shall be effective from the date of the last signature for a term of five years unless otherwise terminated in accordance with the terms of this Agreement.

28. Agreement Managers:

The Agreement Manager for the District/Department is

(Name) Dennis Benn
(Title) Fire Chief
(Telephone) 360-268-9235

The Agreement Manager for the DNR is
(Name) Aaron Schmidt
(Title) Fire Operations District Mgr
(Telephone) 360-875-5089

This Agreement supersedes all previous agreements.

Signatures:

FIRE PROTECTION DISTRICT/DEPARTMENT

Dated 3/31, 20~~14~~ 15

By [signature]

Title Mayor

Address PO Box 505
Westport, WA 98595

STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

Dated March 18, 20 15

By [signature]

Title REGION MANAGER

Address

SEAL OF THE COMMISSIONER OF PUBLIC LANDS STATE OF WASHINGTON

Approved as to Form by Michael Rollinger
Assistant Attorney General
State of Washington, January 25, 2010

Attachment A
Operations Guidelines
Forestland Response Agreement

Dispatch and Payment for Fire Service Resources outside the Fire Service District/Department Jurisdictional Boundaries

Department of Natural Resources (DNR) agrees to dispatch paid Fire Service District/Department resources to incidents outside of the Fire Service Districts/Departments' jurisdictional boundaries as needed to meet DNR's responsibilities and as approved by the Fire Service District/Department. Participation by a Fire Service District/Department in wildfire assignments outside its jurisdiction is voluntary and separate from involvement in State Fire Mobilization.

This agreement extends to:

- Washington Fire Service (WFS) paid members who participate on the Washington Interagency Incident Management Teams (WIIMT) (member/alternate pool/trainee) or Washington State Prevention Teams dispatched through DNR.
- Members of WIIMT/Prevention Teams (includes alternate pool and trainees) who are Fire Service volunteers will need to enter into a separate individual agreement with DNR.
- Two options are covered under this agreement at the following rates:

  ☒ Interagency Wage & Equipment Rates, or
  ☐ If paid by Fire District, Special Rates to include:
    - Wildland Firefighter I, Firefighter II, and Truck Drivers $_____.
    - Single Resource Boss $_____.
- WFS members qualified as task force/strike team leaders or above;
- WFS Engines and other equipment as ordered through the DNR Region.

The Fire Service District/Department agrees:

1) All personnel dispatched outside of their jurisdictional boundaries 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) To provide a copy of the Master IQS Record for each participating employee (needed for ROSS statusing);
3) Keep equipment and personnel status current in the Resource Ordering Status System (ROSS) by selecting option a. or b. as the preferred option. (Check one):

   a. ☐ DNR Region will give Web-Status rights – login and password - to your fire District/Department to enable you to Web-Status your employees. You can decide which employees to share the login and password with; update status as necessary.

b. ☐ DNR Region will status your employees. For this option, you would need to provide DNR Region Dispatch with the status of your employees every Monday by 1200 hours. Dispatch would then update their status in ROSS for that week (0800 Tuesday to 0800 Tuesday).

4) Notify DNR Region of any changes in status of personnel/equipment, i.e.; dispatched/demob under State Fire Mobilization, demob & ETA home from incidents dispatched thru DNR, etc.
5) All personnel and equipment dispatched will be paid by the Fire Service District/Department; (except WIIMT members who are volunteers will follow payment procedures outlined in their individual agreement);
6) Invoice for overhead personnel will include:

    a. Original Emergency Fire Time Report (OF-288); hourly wage rate (regular and OT) for personnel hours on the OF-288; other travel costs (meals, lodging not provided by the incident) must be documented with receipts.
    b. Original shift ticket documenting mileage to/from incident as well as mileage incurred on the incident signed by the incident supervisor.
    c. Copy of Resource Order card.

7) Invoice for equipment (engines/tenders) will include Original Emergency Equipment Rental Form (OF-286) and shift tickets.

The DNR Region agrees:

1) To assist the Fire Service District/Department with ROSS statusing;
2) Maintain IQS records for Fire Service District/Department personnel with wildland fire qualifications, if red carded through the DNR;
3) Not to transfer dispatched equipment and/or personnel from one incident to another without prior approval of the Fire Service District/Department;
4) Reimburse the Fire Service District/Department within 30 days of invoice receipt and documentation as required in Item 6 above;
5) Reimburse the Fire Service District/Department at the Total Cost of Compensation Rate for personnel; (except WIIMT members who are volunteers will be paid as outlined in their individual agreement);
6) Reimburse the Fire Service District/Department at the DNR Interagency Wage and Equipment Rate for equipment;
7) Reimburse the Fire Service District/Department personnel travel mileage at the current State mileage rate; (except WIIMT members who are volunteers will be paid as outlined in their individual agreement).

Attachment B
FEDERAL EXCESS PERSONAL PROPERTY

Equipment Acquisition: The District/Department is required to identify its needs by completing an Equipment Needs Request, in the form provided by DNR Resource Protection Division (hereinafter referred to as DNR), and submitting the request to DNR no later than the end of January of each year. DNR will acquire Federal Excess Personal Property (FEPP) suitable for conversion into firefighting or fire prevention apparatus. Equipment will be made available for loan to eligible fire districts and departments with priority based on the greatest need. Equipment will be made available "as is," with no disclosure or warranty as to implied condition.

1) Ownership of all non-consumable FEPP shall remain the property of the U.S. Forest Service.

2) All FEPP must be used for firefighting and fire prevention activities. Personal use of FEPP for purposes not directly associated with normal responsibilities of the District/Department is prohibited.

Identification: DNR will identify all non-consumable FEPP with a metal program identification tag with an inventory tracking number.

Equipment Use, Refurbishment, and Maintenance Requirements:

1) The District/Department agrees to accept FEPP in "as is" condition, and to refurbish, equip, repair, and maintain it at no cost to DNR. Equipment must be put into service within one year of acceptance. The District/Department may receive an extension of the one-year time limit for good cause upon written request to DNR prior to the one-year anniversary date. If equipment is not put into service within one year and the District/Department does not receive written approval from DNR for an extension, DNR will notify the District/Department of an "in service" violation and immediately reallocate or dispose of the item.

2) All vehicles and trailers must be registered and licensed by the District/Department through the Washington Department of Licensing, and copies provided to DNR.

3) All military or governmental exterior logos, insignias, and identification numbers removed by the District/Department prior to placing the unit in service.

4) Equipment will be painted with each fire District/Department standard color when existing paint is badly deteriorated, faded, peeling, or the original paint is camouflage or olive drab.

5) Cannibalization. It is permissible to strip components from one or more pieces of equipment to create a usable apparatus subject to written approval of the USDA Forest Service through DNR. The process to strip and dispose of excess components must be completed within one year of written approval to cannibalize. The District/Department

will notify DNR immediately after cannibalization is complete. DNR will dispose of remaining components through the US Forest Service, and General Services Administration (GSA).

In case of loss, theft, damaged, destroyed, or vandalized property, the District/Department is required to notify DNR within 48 hours of occurrence. Upon notification, DNR will submit appropriate documents to the District/Department for documentation, and to the US Forest Service for appropriate action.

Property Disposal: The District/Department agrees to report, in a timely manner, all inoperable, cannibalized, not in use, or seldom used FEPP to DNR for reallocation or disposal. DNR will conduct reallocation or disposal activities at the District/Department's facility. The District/Department agrees to facilitate all required activities and to obtain signed documents to complete the reallocation or disposal process.

Property Inventory/Audit: Upon request by DNR, the District/Department agrees to make FEPP items available for the purpose of conducting a physical inventory and to facilitate a program review. The District/Department shall provide access to and the right to examine all records, books, papers, or documents relating to the FEPP to facilitate a State or Federal audit. The District/Department is required to maintain property records for a minimum of five years after acquisition of all non-consumable FEPP (i.e., registration, insurance, final disposal).

Attachment C
FIREFIGHTER PROPERTY PROGRAM

Equipment Acquisition: DNR Resource Protection Division (hereinafter referred to as DNR) will provide program information, equipment applications and notification of available equipment to all eligible districts. The District/Department is required to identify its Fire Fighter Property Program (FFP) needs by completing an Equipment Needs Request, in the form provided by DNR, and submitting the request to DNR no later than the end of January and June of each year. DNR will acquire and transfer ownership of FFP equipment suitable for use in providing fire suppression to be used in direct support of firefighting, a firefighting apparatus, or emergency services. Equipment will be made available on a priority basis to District/Departments, which have been determined by DNR to have the greatest need. Equipment will be made available "as is" with no disclosure or warranty as to implied condition.

Title and Ownership:

(1) Title to all non-consumable equipment not requiring demilitarization will be passed to the District/Department at the time the equipment is received by the District. The District/Department is responsible to register and transfer title to the vehicle in the name of the District/Department in accordance with state law.

(2) Ownership of equipment with military demilitarization codes, C, D, and F, <u>will not</u> be transferred to the District/Department. Ownership of those items shall remain with the US Forest Service.

Equipment Use:

(1) All FFP equipment shall be refurbished, and put into service for firefighting, direct support of firefighting or emergency services programs within one year of acquisition. The District/Department may receive an extension of the one-year time limit for good cause upon written request to DNR prior to the one-year anniversary date of acquisition. District/Departments not meeting this requirement may be suspended from the program.

(2) Within one year after acquisition, DNR will request proof the vehicle is in service.

(3) Personal use of FFP equipment for purposes not directly associated with the normal responsibilities of the District/Department is prohibited.

(4) Cannibalization of FFP equipment is prohibited.

(5) All military or governmental exterior logos, insignias, and identification numbers must be removed by the District/Department prior to putting the unit into service.

Inventory Disposal Demilitarization Items: FFP items identified by DOD as requiring demilitarization (DEMIL codes C, D, F) will be tracked and inventoried in the US Forest Service

Federal Excess Property Management Information system until final disposition. The District/Department is required to return those items to the nearest DOD Defense Reutilization Marketing Office DEMIL site. If a DOD DEMIL site is not close, the District/Department may be allowed to demilitarize the item on site, through crushing, mutilation, cutting, and to make the item unusable for its original intended use. The USDA Forest Service and DNR will coordinate demilitarization activities, through the Distribution Reutilization Policy Director at the Defense Logistics Agency.

Records: The District/Department agrees to provide access to and the right to examine all equipment, records, books, papers or documents for all equipment transferred under the FFP to the US Forest Service, DNR, DOD Office of Inspector General, the Comptroller General of the United States or his authorized representative, and the USDA, including its Office of Inspector General, or authorized representatives. The District/Department is required to maintain property records for a minimum of five years after acquisition of all non-consumable FFP property (i.e. registration, insurance, final disposal).

Attachment D
ASSISTANCE GRANTS

Key Qualifying Guidelines:

Funding and priorities for VFA, RFA, and FIREDAC vary from year to year. DNR Resource Protection Division (hereinafter referred to as DNR) will provide adequate notification to all eligible Districts/Departments of program requirements and eligibility criteria. Priorities will be updated every year and provided to all Districts/Departments through the internet.

The Wildland Fire Assistance Grants are open to all Districts/Departments that currently provide wildland fire response to private, state, or federal land ownerships and serve communities LESS than 10,000 residents. Districts/Departments serving communities over 10,000 residents may qualify if their service area includes a rural area or rural community of under 10,000 in population.

The Wildland Fire Assistance Grants are offered in two phases annually, subject to funding availability. Phase I – Personal protective equipment can be acquired from the first Monday of March until the last Friday in April. Find the latest prices and offerings in the Phase I Personal Protection Equipment (PPE) Shopping Cart. Phase II – General Equipment Grant Program is open from the first Monday in September until the last Friday in October.

Each district may apply for one phase I and one phase II project per year.

Fire Equipment

This category includes equipment suitable for wildland fire use. Fire Equipment includes portable pumps, slip in pump packages, water tanks – vehicle and portatanks, chainsaws and all hand tools, hose, hose fittings and related equipment not available during Phase I, communication systems, vehicle and hand-held pagers.

Fire Prevention

Includes the development and implementation of Fire Prevention Education Programs, including Firewise Workshops or Prevention planning, including GIS planning projects.

Vehicle Acquisition/Refurbishment

Includes funding for transport and refurbishment of vehicles obtained through the FFP to a wildland engine, or tender.

Training

Includes the development and implementation of programs designed for training in structural, grass or wildland fire suppression, including instructors, facility rental and industrial materials.

Communications

Includes the development of single or multi-district communications systems and radios, including vehicle, hand-held base stations and repeaters.

Dry Hydrant

Includes planning, construction and operational use of a dry hydrant system.

Ineligible Projects or Items under Grant Program:

- Major expenditures such as building construction or new fire apparatus
- Land acquisition or building repairs
- Rural Emergency Medical Service programs
- Waterline construction and hydrants
- Structural fire engines, ladder trucks, and structure PPE.
- Wellness programs

Other Requirements

- All grant programs are reimbursable grants. The grantee must purchase the requested equipment or training and apply to DNR for reimbursement.
- The grantee must complete the project within one year following the grant award.

District Matching Share

The District/Department matching share for each grant is as follows:

VFA- 50%
RFA- 10%
FIREDAC- 25%

All grant matching share may include in-kind services or materials if prior approval of DNR is obtained and acceptable proof of costs are submitted. Donated labor will be reimbursed at the per hour rate of a Firefighter 2 as listed in the current Washington State Fire Services Resource Mobilization Plan prepared by the office of the Washington State Fire Marshal. Value of property acquired under other Federal programs may not be included in projects. Proof of costs must include receipts, lists of hours worked with rate per hour, or other statements showing local efforts in the program.

Project Duration

The approved project will be completed and all payments processed within one year of DNR approval. An extension of time for project completion may be allowed upon prior written approval of DNR.

Project Costs and Reimbursement

Only project costs incurred after approval of the grant by DNR will be eligible for reimbursement.

The DNR will pay to the District/Department matching costs as they are incurred, upon receipt of invoices, evidence of completion of the service or delivery of the equipment items, and evidence that the District/Department's share of cost has been paid.

The DNR may, in its sole discretion, terminate this agreement, or withhold disbursements claimed by the District/Department if the District/Department fails to satisfactorily comply with any term or condition of this Agreement or if the source for the grant funding is no longer available.

Compliance

1) District/Department will comply with all appropriate state and federal laws, rules and regulations. District/Department will retain fiscal records pertaining to this award for at least three years after the final grant payment or any dispute resolution.

2) Federal grants require the District/Department to maintain equipment accountability records for equipment items purchased over $5,000 in value. Such items must be identified as property acquired under the Cooperative Forestry Assistance Act and Federal approval secured prior to future disposition. District/Department will comply with Federal regulations relating to equipment and supplies acquired by state and local governments (7CFR 3016.32: Equipment).

Federal Subcontract

When the DNR is passing federal funds to the District/Department, the District/Department will be considered a "sub-recipient." Sub-recipient shall:

1) Adhere to the federal Office of Management & Budget guidelines and to other applicable federal and state regulations.

2) Have audits made in accordance with Office of Management and Budget (OMB) Circular A-133 revised June 2003 and effective December 31, 2003 if the sub-recipient receives federal assistance, in total from all sources, of $500,000 or more. The sub-recipient must:
    a. Forward a copy of the Data Collection Form as required in OMB circular A-133 within 30 days after completion of the Federal Single Audit to the DNR.
    b. If the audit reveals findings and questioned costs relating to Federal awards passed through from DNR, forward a copy of the State Auditor's audit, along with the sub-recipient response and the final corrective action plan as approved by the State Auditor's Office to the DNR within nine months after the end of the audit period.

3) Provide access to grant/financial records for inspection by the DNR or by any duly authorized audit representative of the state of Washington for a period of at least three years after the final grant payment or any dispute resolution.