

RESOLUTION 2013-AA

**A RESOLUTION OF THE EATONVILLE TOWN COUNCIL TO AUTHORIZE
THE EXECUTION OF A FORESTLAND FIRE RESPONSE AGREEMENT
WITH THE WASHINGTON STATE DEPARTMENT OF NATURAL
RESOURCES**

WHEREAS, RCW 35.27.370 vests the Council with the authority to make such resolutions as may be deemed expedient to maintain the peace, good government and welfare of the town, and

WHEREAS, the Council finds that it is in the Town's best interests to enter into the attached agreement with the Department of Natural Resources to provide for mutual assistance and cooperation in the control and suppression of forest land fire per the terms outlined therein,

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Eatonville as follows:

Section 1. The Mayor is authorized to execute on the Town's behalf the attached Forestland Fire Response Agreement, No 13-337.

Passed by the Council of the Town of Eatonville at a regular meeting this 13th day of May, 2013.

Raymond Harper, Mayor

ATTEST:

Kathy Linnemeyer, Town Clerk

APPROVED AS TO FORM:

Daniel G. Lloyd, Town Attorney



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

FORESTLAND FIRE RESPONSE AGREEMENT

Agreement No. 13-337

This Agreement is entered into between the state of Washington, Department of Natural Resources, **South Puget Sound Region**, hereinafter referred to as the DNR, and **Town of Eatonville**, hereinafter referred to as Town.

Authority: This Agreement is entered into by DNR under the authority of RCW 76.04.135 and by the Town under the authority of RCW 35.27.37 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:

- 1.01 Purpose:** The purpose of this Agreement is (1) to provide for mutual assistance and cooperation in the control and suppression of forest land fire and therefore to contract for the Town to provide fire protection services to an area within the jurisdiction of DNR and located in, or adjacent to, the Town and to contract for the DNR to assist in fire protection services on forest land within Town jurisdiction; and (2) to dispatch and pay for fire service resources outside the fire service Town jurisdictional boundaries. For the purposes of this Agreement forestland is as defined by RCW 76.04.005(9).
- 2.01 Scope:** This Agreement pertains to forestland fire incidents within or adjacent to the Town boundaries and to resources ordered through the DNR region for dispatch outside of Town Boundaries.
- 3.01 Jurisdictional Responsibility:** Within or adjacent to the Town'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 subject to Town fire protection levy.
 - (2) **Sole Town Jurisdiction:** Land subject to Town fire protection Town levy and not subject to Forest Fire Protection Assessment.
 - (3) **Joint Jurisdiction:** Lands subject to Forest Fire Protection Assessment and Town fire protection levy.

4.01 Fire Incident Response:

- (1) **Sole DNR Jurisdiction:** In the event of a fire emergency in a sole DNR jurisdiction area, the DNR will respond. The Town may respond to provide immediate control action, minimize fire loss, and thereby indirectly protect its own jurisdiction area. DNR may request response from the Town to gain timely initial attack and control action, or to supplement DNR resources.
- (2) **Sole Town Jurisdiction:** In the event of a fire emergency in a sole Town jurisdiction area, the Town will respond. DNR may respond to provide immediate control action, minimize fire loss, and thereby indirectly protect its own jurisdiction area. The Town 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 Town will respond, subject to the availability of resources.

5.01 Off-Season Incidents: “Off-Season” for this Agreement shall be defined as the period from October 16 through April 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 Town response, subject to availability, to provide additional suppression resources.
- (2) **Sole Town Jurisdiction:** The Town will respond and conduct necessary fire suppression operations. The Town may request DNR response, subject to availability, for fire investigation or additional suppression resources.
- (3) **Joint Jurisdiction:** The Town will respond and conduct necessary fire suppression operations. DNR will respond depending on the availability of resources and the threat to forestland.

6.01 Command:

- (1) **Sole DNR Jurisdiction Incidents:** When the Town is the first arriving agency; the Town officer shall establish command until released by a representative of DNR.
- (2) **Sole Town Jurisdictional Incidents:** When DNR is the first arriving agency; the DNR officer shall establish command until released by a representative of the Town.
- (3) **Joint Jurisdiction Incidents:** The officer of first arriving agency shall establish command and, upon the arrival of the other agency, unified command will be established and used for incident management.

7.01 Fire Control and Suppression:

- (1) **Containment:** “Containment” is defined as the achievement of an established control line which, under prevailing conditions, can be reasonably expected to check the spread of the fire to structures and forest lands, e.g., cold trail, wet line, line to mineral soil, natural barriers, or combinations of these. As used herein, “under prevailing conditions” includes consideration of resources available for continued operations.

“Containment time” will be determined by the incident commander or, if operating under unified command, by mutual agreement of unified command.

- (2) **Contained Forest Land Fires:** When containment of forest land fire is achieved, Town resources will be released from the incident for return to service and availability for initial alarm response/attack, provided: DNR may request that Town resources be retained to assist in incident mop-up.
- (3) **Special Resources:** “Special resources” include air resources, dozers and heavy equipment, or other resources deemed necessary to contain and control the fire.
- (4) **Ordering:** Prior to the arrival of DNR at the incident, the initial attack incident commander may order special resources through DNR. That decision shall be documented and payment authorized (see clause 11.01 of this Agreement) by DNR prior to the mobilization of special resources.

8.01 Operations Guidelines: Representatives of the Town 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 mutual cooperation and understanding.

9.01 Fire Investigation: The Town 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.

10.01 Costs:

- (1) **Charges Not Required:** Nothing in this Agreement shall be interpreted requiring that the Town or DNR charge its resource costs to the other party. The purpose of this Agreement is mutual assistance and cooperation in the control and suppression of fires (see Section 1), and in most instances resource costs will not be charged to the other party. However, there may be circumstances or conditions where the Town or DNR desires or is required to charge for resource costs and in such event the provisions of this section (Section 10) apply.
- (2) **Sole DNR Jurisdiction:** If the Town responds, DNR will pay for Town personnel and equipment costs as provided in Section 11.01.
- (3) **Sole Town Jurisdiction:** If DNR responds the Town will pay for DNR personnel and equipment costs as provided in Section 11.01.
- (4) **Joint Jurisdiction:**
 - (a) **Initial Attack to Containment Time:** Each Party will pay its own costs.
 - (b) **After Containment:** After containment, DNR will pay Town personnel and equipment costs, which are requested by DNR for mop-up operations as provided in Section 11.01.

11.01 Cost Reimbursement Procedures:

All provisions within this Agreement for reimbursement of costs are at the option of the resource provider and are subject to the following conditions:

- (1) **Notice:** If the resource provider intends to charge for any of its costs as allowed by this Agreement, notice of such intent must be given to the on-scene incident commander of the requesting agency prior to the incursion of costs.
- (2) **Invoice:** Any resource provider costs, which are to be billed as allowed by this Agreement, must be invoiced within thirty (30) business days of the last date of incurred expense for the incident.

12.01 Cost Reimbursement Rates:

Town volunteer personnel will be paid as described in attachment "A" of this agreement.

Equipment costs shall be paid as described in attachment "A" of this agreement.

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

13.01 Federal Excess Personal Property:

Upon request from the Town, 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 Town on a most needed basis. See Attachment B - Federal Excess Personal Property, which is incorporated by reference herein.

14.01 Firefighter Property Program: Upon request from the Town, 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 Town on a most needed basis. See Attachment C - Firefighter Property Program, which is incorporated by reference herein.

15.01 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 Town/Departments may apply for assistance grant projects each year, under the terms and conditions provided to Town/Departments on the DNR Fire District Assistance website at www.dnr.wa.gov. If approved for funding, the Town/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.

16.01 Insurance: DNR is an agency of the state of Washington and is therefore self insured under the State's Self-Insurance Liability Program. The Town shall, at all times during the term of this Agreement at its sole cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of the contract at DNR's option. If the Town 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 Town shall not be less than as follows:

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

Town 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, Town must purchase and maintain the insurance coverage and limits specified below:

- (1) **Commercial General Liability (CGL) Insurance.** Town must purchase and maintain CGL on an Insurance Services Office (ISO) form CG 00 01 or equivalent form, covering liability arising from premises, operations, independent contractors, personal injury, products-completed operations, and liability assumed under an

insured contract. Such insurance must be provided on an occurrence basis. If insurance is written on a “claims made” basis, the policy shall provide full coverage for prior acts or include a retroactive date that precedes the effective date of this Agreement. Insurance must include liability coverage with limits not less than those specified below:

<u>Description</u>	<u>Dollar Amount</u>
General Aggregate Limit (Other than products-completed operations)	\$2,000,000
Each Occurrence Limit	\$2,000,000

(2) **Business Auto Policy (BAP) Insurance:** If activities pursuant to this Agreement involve the use of vehicles, the Town 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 Town-owned personal vehicles are used, the BAP must cover “Owned Autos Only” (Symbol 2)
- C. If Town hires autos, the BAP must cover “Hired Autos Only” (Symbol 8)
- D. If Town 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 Town is responsible for any deductible.

<u>Description</u>	<u>Each Accident</u>
Bodily Injury and Property Damage	\$1,000,000

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

18.01 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.

19.01 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.

20.01 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.

21.01 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.

22.01 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.

23.01 Severability: If any provision of this Agreement is held to be invalid, such invalidity shall not effect the other provisions of this Agreement that can be given effect without the invalid provision(s), and to this end the provisions of this Agreement are declared to be severable.

24.01 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.

25.01 Term of Agreement: This Agreement shall be effective from the date of the last signature until five years from date of last signature, unless otherwise terminated in accordance with Section 21.01.

26.01 Agreement Managers:

The Agreement Manager for the Town is

(Name) _____

(Title) Chief _____

(Telephone) _____

The Agreement Manager for the DNR is

(Name) Janice Pacific
(Title) Fire Operations Coordinator
(Telephone) 360-802-7060

27.01 Signatures:

Dated _____, 20__

TOWN OF EATONVILLE
By _____
Title Mayor
Address 201 Center Street W Eatonville, WA 98328

Dated _____, 20__

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
By _____
Title Region Manager
Address 950 Farman Ave N Enumclaw, WA 98022

Forestland Fire Response Agreement
Approved as to Form by the Assistant Attorney General
State of Washington, June 19, 2000

ATTACHMENT “A” to the FOREST LAND FIRE RESPONSE AGREEMENT:

Dispatch and Payment for Fireservice Resources

It is hereby further agreed that when DNR dispatches or requests District resources for incidents within or outside the Town jurisdictional boundaries, the following will apply. This agreement does not extend to Washington Interagency Incident Management Team (WIIMT) members, alternates, or team trainees. WIIMT members are encouraged to obtain individual agreements with their closest USFS Fire staff or Fire Management Officer.

The DNR Agrees:

- 1.) To assist the Town with Ross status training as required; To provide Web-Status rights-login and password to the Town to enable the Town to web-Status employees. The Town will decide which employees to share the login and password with.
- 2.) Maintain IQS records for Town personnel with wildfire qualifications and to provide the Town with copies of Master IQS Records for each participating person from the Town. (These records are needed for ROSS status);
- 3.) To reimburse the Town for the hourly rate of \$14.38 for Wildland Firefighter I, Firefighter II, and Truck Drivers. The overtime rate will be \$21.57 per hour;
- 4.) To reimburse the Town for the hourly rate of \$19.00 for Single Resource Boss. The overtime rate will be \$28.50 per hour;
- 5.) All other positions will be reimbursed at the Washington-Oregon Interagency Firefighting Wage Rates; (“DNR Wage & Equipment Rates for Wildfire Resources”);
- 6.) All equipment will be reimbursed at the Washington-Oregon Interagency Fire Equipment Rental Rates (“DNR Wage & Equipment Rates for Wildfire Resources”);
- 7.) To reimburse the Town within 30 days of invoice receipt;
- 8.) To reimburse the Town at the Total Cost of Compensation Rate for personnel (full rate for career/permanent personnel plus, if applicable, ½ backfill rate).

The Town Agrees:

- 1.) All personnel dispatched will have a current/valid Incident Qualification Card (Red Card) stating up to date qualifications; and will adhere to qualifications and standards described in PMS 310-1.
- 2.) All equipment and personnel dispatched will be paid by the Town;
- 3.) To keep equipment and personnel status current in the Resource Ordering Status System (ROSS);
- 4.) To invoice DNR within 30 days of resource return from incident. Send the invoice to: WA DNR South Puget Sound Region, 950 Farman Ave. N, Enumclaw, WA 98022-9282
- 5.) The invoice will include: Original Emergency Fire Time Report (OF-288) and Original Emergency Equipment Rental Form (OF-286), as applicable; hourly wage rate (regular and overtime) for personnel; personnel total hours billed must match the total hours worked (including travel to and from the incident). Fuel cost that will be included in the invoice and applicable, must be documented with receipts. Travel costs to incidents outside the region (meals & lodging not provided by the incident) must be documented with receipts.

Attachment B

FEDERAL EXCESS PERSONAL PROPERTY

Equipment Acquisition: The Town/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 Town/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 Town/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 Town/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 Town/Department does not receive written approval from DNR for an extension, DNR will notify the Town/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 Town/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 Town/Department prior to placing the unit in service.
- 4) Equipment will be painted with each fire Town/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 Town/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 Town/Department is required to notify DNR within 48 hours of occurrence. Upon notification, DNR will submit appropriate documents to the Town/Department for documentation, and to the US Forest Service for appropriate action.

Property Disposal: The Town/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 Town/Department's facility. The Town/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 Town/Department agrees to make FEPP items available for the purpose of conducting a physical inventory and to facilitate a program review. The Town/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 Town/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 Town/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 Town/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 Town/Department at the time the equipment is received by the Town. The Town/Department is responsible to register and transfer title to the vehicle in the name of the Town/Department in accordance with state law.
- (2) Ownership of equipment with military demilitarization codes, C, D, and F, will not be transferred to the Town/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 Town/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. Town/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 Town/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 Town/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 Town/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 Town/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 Town/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 Town/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 Town/Departments of program requirements and eligibility criteria. Priorities will be updated every year and provided to all Town/Departments through the internet.

The Wildland Fire Assistance Grants are open to all Town/Departments that currently provide wildland fire response to private, state, or federal land ownerships and serve communities LESS than 10,000 residents. Town/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.

Town Matching Share

The Town/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 Town/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 Town/Department's share of cost has been paid.

The DNR may, in its sole discretion, terminate this agreement, or withhold disbursements claimed by the Town/Department if the Town/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) Town/Department will comply with all appropriate state and federal laws, rules and regulations. Town/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 Town/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. Town/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 Town/Department, the Town/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.