

CONTRACT NO. 234-17



## WILDFIRE

### INTERAGENCY AGREEMENT WITH THE CITY OF RICHLAND FIRE DEPARTMENT

#### Agreement No. IAA 93-095507

This Agreement is between the City of Richland Fire Department (referred to as “Richland”), and the Washington State Department of Natural Resources, Southeast Region (referred to as “DNR”).

DNR falls under authority of RCW Chapter 43.30 of Washington State, Department of Natural Resources. DNR and Richland enter into this agreement under Chapter 39.34, Interlocal Cooperation Act.

The purpose of this Agreement is for Richland to allow department personnel, referred to as employee(s), to act as single resources for DNR wildfire and emergency response, and for DNR to reimburse Richland for all incurred costs associated with the use of Richland employees.

#### IT IS MUTUALLY AGREED THAT:

**1.01 Statement of Work.** Richland will permit, as available, requested overhead and resource personnel, equipment, and/or services to function as single resources for DNR within the State of Washington. This service is limited to the State of Washington, with the exception of Type I and 2 Incident Management Team (IMT) members and designated alternates, when dispatched as part of a team order. Richland reserves the right to deny DNR requests for resources if such requests will impede Richland’s ability to adequately provide the necessary protection and support to the community within its own jurisdiction and/or the immediate surrounding areas.

**2.01 Resource Order Authority.** A resource order number is the authority reference for all claims, including those of the personnel assigned to units. Each dispatched unit or person must have an assigned resource order number, including overhead personnel, equipment, crews, and supplies. All resource order numbers are issued by the Central Washington Interagency Dispatch (CWICC) office.

**3.01 Period of Performance.** The period of performance of this Agreement shall begin on the date of the last signature to this agreement, and end on December 31, 2019, unless terminated sooner as provided herein.

**4.01 Payment.** Payment for services rendered is established under RCW 39.34.130 and is intended to make the department whole. Richland shall receive full reimbursement of all actual costs incurred, as outlined in *Attachment A - Cost Reimbursement Procedures*, from the point of staging/mobilization, including transportation, salary for hours worked, benefits, overtime premiums, per diem, backfilling of employees, and travel, to the point of demobilization.

**5.01 Billing Procedures.** DNR shall reimburse Richland upon the receipt of invoiced claim forms submitted by Richland as outlined in Attachment A. Invoiced costs will be billed within one hundred-twenty (120) business days of demobilization. Payment to Richland for incurred costs will be made by warrant or account transfer within ninety (90) days of receiving the invoice.

**6.01 Records Maintenance.** In accordance with RCW 40.14 Preservation and Destruction of Public Records, Richland preserves and maintains all records, documents and other evidence sufficient to support and verify all direct and indirect costs incurred by Richland in the use of personnel and other resources by the DNR. These records are available for inspection, review, or audit by personnel of the DNR, other personnel authorized by the DNR, the Office of the State Auditor, and federal officials as authorized by law. Richland shall keep all 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 notifying the furnishing party. Each party will use reasonable security procedures to ensure that records and documents provided by the other party are protected to the fullest extent possible.

Both parties acknowledge that Richland is bound by the Public Records Act (PRA), Chapter 42.56 RCW governing release of public records regardless of DNR's preference for non-disclosure. An injunction filed under the PRA is required to prevent release of public records that do not fall within a clearly defined and applicable statutory exemption, as determined by the City of Richland.

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

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

**9.01 Termination.** Either party may terminate this Agreement by giving the other party 30 days prior written notice. If this Agreement is terminated, the terminating party shall be liable to pay only for those services provided or costs incurred prior to the termination date according to the terms of this Agreement.

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

**11.01 Disputes.** If a dispute arises, a dispute board shall resolve the dispute like this: Each party to this agreement shall appoint a member to the dispute board. These board members shall jointly appoint an additional member to the dispute board. The dispute board shall evaluate the facts, contract terms, applicable statutes and rules, then determine a resolution. The dispute board's determination shall be final and binding on the parties. As an alternative to the dispute board, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330. In this case, the Governor's process will control the dispute resolution.

**12.01 Governance.** This contract is entered into under 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 State and federal statutes and rules;
- (2) Statement of Work; and
- (3) Any other provisions of the agreement, including materials incorporated by reference.

**13.01 Assignment.** The work to be provided under this Agreement and any claim arising from this agreement cannot be assigned or delegated in whole or in part by either party, without the express prior written consent of the other party. Neither party shall unreasonably withhold consent.

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

**15.01 Severability.** The provisions of this agreement are severable. If any provision of this Agreement or any provision of any document incorporated by reference should be held invalid, the other provisions of this Agreement without the invalid provision remain valid.

**16.01 Insurances.** DNR acknowledges that Richland is a member of the Washington Cities Insurance Authority (WCIA) risk pool. In lieu of Certificate(s) of Insurance, DNR agrees to accept a signed evidence of coverage letter (*see Attachment B – Evidence of Coverage*) as evidence of adequate liability coverage.

**17.01 Indemnities.** Each Party shall hold harmless and indemnify the other Party and its directors, officers, agents and employees against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or expense, but not including attorneys' fees unless awarded by a court of competent jurisdiction, for injury or death to persons, including employees of either Party, and damage or loss of use to property, including property of either Party, arising out of or caused in connection with its own intentional, willful, wanton, reckless or grossly negligent conduct. Neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful gross misconduct.

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

**19.01 Filing.** As provided in RCW 39.34.040, the executed Agreement shall be filed with the Benton County Auditor.

**20.01 Entity Status.** This Agreement shall not require formation of any new governance entity. No property will be acquired or held, and no joint board or administrator is necessary to accomplish the purpose of this Agreement.

**21.01 Contract Management.** The Project Coordinator for each of the parties shall be the contact person for this agreement. All communications should be directed to the project coordinator(s), with the exception of billing inquiries. For Richland, billing inquiries should be directed to Richland's Fire Administrative Coordinator; DNR billing inquiries should be directed to DNR's Fiscal Analyst.

**22.01 Project Coordinators.**

The Project Coordinator for Richland is:  
Tom Huntington, Operations Chief  
Richland Fire Department  
1000 George Washington Wy  
Richland WA 99352  
Phone: (509) 942-7795, Office  
Phone: (509) 578-9313, Cell

The Project Manager for DNR is:  
Wyatt Leighton  
713 Bowers Road  
Ellensburg, WA 98926  
Phone: (509) 925-0959

For Richland billing inquiries, contact:  
Trish Auchmoody  
Richland Fire Department

For DNR billing inquiries, contact:  
Sarah Thorson  
Fiscal Analyst

1000 George Washington Wy  
Richland, WA 99352  
Phone: (509) 942-7792, Office  
tauchmoody@ci.richland.wa.us

SE Region DNR  
Phone: (509) 925-0915, Office  
sarah.thorson@dnr.wa.gov

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the dates provided below.

CITY OF RICHLAND  
RICHLAND FIRE DEPARTMENT

Dated: 8/23, 20 17

By:   
Cindy Reents, ICMA-CM *HRK*

Title: City Manager

Address: 505 Swift Blvd  
Richland, WA 99352

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

Dated: August 24, 20 17

By:   
Todd Welker

Title: Regional Manager

Address: 713 Bowers Road  
Ellensburg, WA 98926

## **ATTACHMENT A - COST REIMBURSEMENT PROCEDURES**

Payment for services provided to Richland is established under RCW 39.34.130 and is intended to make the department whole. DNR will reimburse Richland for all actual costs incurred while dispatched to incidents in Washington State according to the terms outlined below.

### **Travel Time**

Travel time is calculated as the mileage from the home agency to the incident divided by 45mph. A computer program such as MapPoint, MapQuest, Google Maps, or another similar mapping program will be used to determine mileage. This calculation takes into consideration rest breaks and fueling. Travel will be documented on the Crew Time Report (CTR).

It is understood that road and weather conditions may vary causing excessive travel time. In such cases, the extra travel time and rationale will be documented on the CTR and approved by the record keeper and Division Supervisor via signature on the CTR.

### **Staging Hours**

When resources are assigned to staging for initial attack or emergency deployment to the field, all hours will be reimbursable. This condition requires documentation on a CTR and signature of the Division Supervisor on the CTR.

### **Non-Compensable Time**

Time when an individual is not on assigned duty and is free to leave the area is non-reimbursable, including the following:

1. Unscheduled hours for meals
2. Sleeping periods
3. Time required for vehicle/equipment servicing or maintenance
4. Crew change travel time for crew members
5. Out-of-service time (i.e., unit decommissioned or broken down). If crew is reassigned, it must be documented on the CTR.

### **Crew Change**

When accepting a dispatch to an incident, resources are expected to stay 72 hours. After 72 hours the resources will be released or given opportunity to remain based on the needs of the incident. If Richland wishes to replace a crew after 72-hours assigned to an incident, they may do so. However, no costs will be reimbursed.

### **Personnel Compensated by Richland**

**Regular Hours:** All hours regularly scheduled at the home agency (i.e., Richland) for personnel assigned to a mobilization incident. These hours will be calculated the same as Richland calculates

their regular hours for days scheduled for duty at their regular hourly rate. Richland operates on 24-hour shifts, beginning and ending at 8:00 a.m.

Overtime Hours: Overtime hourly rates for personnel assigned to an incident for overtime hours worked. Overtime hours are those hours not regularly scheduled to work at the home agency (i.e., Richland) that are assigned on the incident action plan. Compensable overtime hours are the same as those in “time-in assigned status” (on-duty time). DNR does not compensate employees on a portal-to-portal basis.

**Backfill**

Backfill is intended to make the department whole. Richland will be reimbursed the overtime premium differential for positions that require replacement staff.

For the purpose of this agreement, “backfill” is defined as any and all additional costs required to cover an individual that has been mobilized, including overtime premiums or out of class premiums. The term Backfill Personnel applies to those persons who come in on a non-scheduled work day to replace those persons assigned to a mobilization incident. Only regularly scheduled hours will be eligible for backfill consideration.

When required to comply with local minimum staffing requirements, the overtime premium costs of a replacement firefighter filling in for a firefighter dispatched to an incident will be reimbursed. When the firefighter arrives back home, eligibility for cost reimbursement will end for both that firefighter and the backfilling replacement firefighter.

If the dispatched firefighter arrives home during his/her regular work shift, the expectation is that he/she will report for and return to work. If Richland chooses to allow the returning firefighter to go home (i.e., to his/her personal residence) rather than to return to work, it will do so at its own expense.

<b>How Backfill Works</b>		
1. Agency has firefighter scheduled to work.	2. Agency allows firefighter to respond to an Incident at beginning of shift.	3. Agency calls in a firefighter who is not scheduled to work.
Agency has funds allotted for Shift to be worked.	Incident covers cost of Firefighter who left. Agency Still has funds allotted for Shift to be worked.	Since agency hasn't Expended the allotted funding Incident will pick up 1/3 of The cost for the Backfill.
Firefighter who goes to Incident is paid \$10/hr. The Agency has set aside \$240 for the 24 hour shift.	Firefighters cost to agency of \$240 is reimbursed by incident.	When the firefighter is called in, he is paid at overtime rate. If this firefighter is paid \$10 an hour for regular time, Then he/she is compensated at \$15 for overtime.
Cost to Agency: \$240	Cost to Agency: \$0 Cost to Incident: \$240	Cost to Agency: \$360: Agency reimbursed 1/3 of

		\$360 = \$120 for overtime. \$240 for regular shift. Scheduled Cost to agency: \$240 Backfill cost to Incident: \$120
Total cost to agency for scheduled firefighter = \$240 Total cost to agency to send firefighter to incident = \$0 Total cost to incident for firefighter sent to incident = \$360 (\$240 regular shift + \$120 backfill. Total cost to agency for backfill firefighter = \$240		

**Total Cost of Compensation (TCC):** All personnel claims submitted will utilize the TCC method. TCC compensates for a regular hourly wage plus benefits.

Life insurance, Medical, Dental, Employee Assistance Programs and Disability insurance is all included in the Medical/Dental Section and is applied only to the regular hour rate. While the overtime base rate may be 1.5 times more than the regular time, once benefits are added, this is no longer a true statement. Overtime TCC should always be less than 1.5 times the regular TCC rate.

**Time Keeping**

Equipment use shall be recorded by time unit personnel as follows:

- Hourly Rate – to the nearest quarter-hour
- Mileage Rate – nearest mile

**Wet Rate**

All apparatus and equipment will be paid at the same “wet rates” as those listed in the current Washington Fire Services Resource Mobilization Plan Wage and Equipment Rates.

**Paid as Ordered**

Resources will be paid based on the resource order.

**Out-of-Service Units**

Out-of-service apparatus are not eligible for any incident assignments or payment until repaired and accepted by the Ground Support Unit.

Mechanical Failure – The cost of mechanical or other physical damage repair is deemed to be included within the cost of the “wet rate” paid for apparatus. There is no reimbursement for these costs.



### Examples:

- Mechanical breakdowns, including major items (e.g., motor, transmission, differential).
- Body damage, minor (e.g., scratched paint from brush and trees, or damage sustained running through fences) or major (e.g., body and fender damage).
- Cost incurred due to incidental loss or damage to apparatus, equipment, or personal property are not reimbursable.
- Cost of temporary replacement for lost or damaged apparatus, equipment, or personal property (e.g., rental expense) while permanent repairs or replacement are being pursued is not reimbursable.

### Travel

Time spent traveling from home agency to an event and back is considered compensable time. Costs incurred while traveling may also be compensable. These are:

#### Per Diem:

Resources are expected to be self-sufficient for up to 24 hours depending on the conditions of the incident. Per diem cannot be claimed during this initial 24 hour time period unless:

- Travel will be in excess of 6 hours and out of your home jurisdiction, or otherwise approved by the Incident Commander.

After 24 hours, resources may submit per diem claims only for those meals that are not available at camp. The following guidelines apply:

- Paid in accordance with Washington State Office of Financial Management (OFM) rates;
- Reimbursed for actual per diem expenses (receipts required). May not exceed OFM rates. Receipts must be itemized showing what was purchased, not just the total. If purchasing for a group, must have each individual sign receipt.
- For travel home in excess of 6 hours, if sack lunches are provided, per diem claims will not be allowed.

#### Personnel Accommodations:

- Established camp accommodations for housing, feeding, and support of mobilized personnel shall be used when provided.
- Alternate accommodations may be utilized at the expense of the user. The costs for alternative accommodations are not reimbursable.

### DNR agrees to the following:

- Record Employee's time spent in performance of this Agreement.
- Provide a copy of the employee's time record to the employee, who will provide a copy to Richland.

- Contact Richland Fire Department's Administrative Coordinator at (509) 942-7792 immediately with any billing questions.
- Ensure the citizens of Richland are made whole by providing full compensation to the City of Richland for personnel, services, equipment, etc. provided.

Richland agrees to the following:

- Richland will permit, as available, requested overhead and resource personnel, equipment, and/or services to function as single resources for DNR within the State of Washington when requested by the CWICC office via resource order.
- Send a final billing to the address below within one hundred-twenty (120) days of demobilization. Invoices will be identified by incident name, location and incident number, and will be supported by adequate documentation. Adequate documentation includes the following: copies of resource orders and shift tickets, transaction statements (or equivalent), individual time records and original OF288s/OF286s, copies of employee shift rosters showing regular and overtime hours, and any other original receipts or documents pertinent to invoiced costs.

Bills will be sent to:  
DNR Southeast Region  
Attn: Finance  
713 Bowers Road  
Ellensburg, WA 98926



**DEPARTMENT OF  
NATURAL RESOURCES**

**SOUTHEAST REGION**  
713 BOWERS ROAD  
ELLENSBURG, WA 98926

**509-925-8510**  
SOUTHEAST.REGION@DNR.WA.GOV  
WWW.DNR.WA.GOV

August 24, 2017

TO: Chief Huntington

FROM: Liz Smith Washington State Department of Natural Resources

SUBJECT: Interagency Agreements

Enclosed you will find your signed copy of your Interagency Agreement with the Department. If you have any questions in regards to your agreement please contact Wyatt Leighton at 509-925-0959.

Sincerely,

A handwritten signature in blue ink, appearing to read "Liz Smith".

Liz Smith  
Wildfire Training and Prevention District Manager, Southeast Region