

INSTRUCTIONS

DNR HIRE-AT-FIRE EMERGENCY AGREEMENT – INCIDENT ONLY

THIS DNR HIRE-AT-FIRE EMERGENCY AGREEMENT – INCIDENT ONLY IS INTENDED TO BE USED TO CONTRACT FOR SERVICES WHEN DNR DOES NOT HAVE ANOTHER AGREEMENT IN PLACE (i.e. resource availability, forest land response, engine, interagency agreement, etc.)

- (1) **DATE:** Insert date Agreement is being completed.
- (2) **PROCUREMENT AGENCY:** Check box for the appropriate DNR region ordering the resource(s). Complete address and phone number information for the DNR region office.
- (3) **AGREEMENT NUMBER:** Enter Agreement Number. The Agreement Number will be a combination of both the request number and the incident/project number. The region entering into the Agreement will issue this number. (i.e., WA-WAS-000004-E-2)
- (4) **INCIDENT/PROJECT NUMBER:** Enter Incident/Project Number of the incident. (i.e., WA-WAS-000004)
- (5) **INCIDENT NAME:** Enter the name of the incident.
- (6) **REQUEST NUMBER:** Enter request number. This number will be the request number as listed on the resource order. (i.e., E-2)
- (7) **POINT OF HIRE:** Enter the actual location of asset when ordered by DNR. Travel will be paid from the actual asset location to the incident and from the incident back to the original location.
- (8) **ORDERING DISPATCH CENTER:** Enter dispatch center where order originated.
- (9) **AGREEMENT EFFECTIVE DATES:** Enter first day of work on an incident. The ending date is the day of demobilization.
- (10) **CONTRACTOR NAME:** Enter Contractor name. Complete address and phone number information.
- (11) **WA STATE VENDOR PAYEE:** Check appropriate box. This section is intended to be a reminder for fiscal staff to check if a vendor payee form has previously been filled out and filed with the State of Washington. If the Contractor is in the WA State database, check the Contractor exists box. If the Contractor is not in the WA State database, ensure that the Contractor completes vendor payee paperwork and check the Contractor has completed paperwork box.
- (12) **OPERATING SUPPLIES BEING FURNISHED BY:** Check appropriate box. Contractor (WET) means that the rate is based on the Contractor supplying equipment including all fluids such as gasoline, oil, hydraulic fluid, suppressants, etc.
- (13) **THE OPERATOR WILL BE FURNISHED BY THE CONTRACTOR:** No input required. This field is a clarification field only that Operators are supplied by the Contractor. DNR's current Wage & Equipment Rate Guide only lists equipment with operator rates.
- (14) **ITEM DESCRIPTION:** Enter the description of each item being contracted; including equipment VIN, make, model, year, serial number, accessories, or other identifying features.
- (15) **NUMBER OF OPERATORS PER SHIFT:** Add number of operators being supplied by the Contractor per shift. Refer to the current DNR Wage & Equipment Rate Guide for the definition of shift.
- (16) **OPERATOR NAME(S) AND PHONE NUMBER(S):** List names and phone numbers of all operators.
- (17) **RATE \$:** Enter the rate listed in the current DNR Wage & Equipment Rate Guide. If not using the DNR Wage & Equipment Rate Guide, justify why in the Special Provisions Section.
- (18) **TYPE:** List how the rate will be applied; hourly, daily, shift, mileage, etc.
- (19) **SPECIAL PROVISIONS:** Justify any negotiated rate outside of the current DNR Wage & Equipment Rate Guide or any other extenuating circumstance that would deviate from standard operating procedure.
- (20) **ACCEPTING TERMS AND CONDITIONS:** Ensure that the Contractor checks each box and initials that they have read, understand, agree to and accept the terms and conditions outlined. Also, ensure that the Contractor has completed the back of the Agreement. A name, signature, and date are required on the back of all four copies.
- (21) **CONTRACTOR OR AUTHORIZED AGENT SIGNATURE:** Ensure that the Contractor or person authorized to sign on behalf of Contractor has signed the Agreement.
- (22) **DNR AUTHORIZED REPRESENTATIVE SIGNATURE:** Ensure that the DNR authorized representative (Region Manager or designee) has signed the Agreement.
- (23) **CONTRACTOR PRINTED NAME AND TITLE:** Ensure that the Contractor or authorized agent has printed his/her name and title.
- (24) **DNR PRINTED NAME AND TITLE:** Ensure that the DNR authorized representative (Region Manager or designee) has printed his/her name and title.
- (25) **WAIVER AND RELEASE OF LIABILITY:** Ensure that the Contractor has signed the Waiver and Release of Liability.
- (26) **EMAIL DISTRIBUTION:** Provide via email a copy to DNR Finance at DNRREWDFireBusiness@dnr.wa.gov, Incident Finance Section, and Contractor.

DNR HIRE-AT-FIRE EMERGENCY AGREEMENT - INCIDENT ONLY

		(1) DATE:			
(2) PROCUREMENT AGENCY: WA STATE DNR Region: (check appropriate location) <input type="checkbox"/> Northeast <input type="checkbox"/> Olympic <input type="checkbox"/> Pacific Cascade <input type="checkbox"/> Southeast <input type="checkbox"/> Northwest <input type="checkbox"/> South Puget Sound Address (Street/City/State/Zip): Phone Numbers: <input type="checkbox"/> Office: <input type="checkbox"/> FAX:		(3) AGREEMENT NUMBER: (i.e., WA-WAS-000004-E-2)		(4) INCIDENT/PROJECT NUMBER: (i.e., WA-WAS-000004)	
		(5) INCIDENT NAME:		(6) REQUEST NUMBER: (i.e., E-2)	
		(7) POINT OF HIRE:		(8) ORDERING DISPATCH CENTER:	
		(9) AGREEMENT EFFECTIVE DATES: Beginning Date : _____ Ending Date: This is an incident only Agreement; <u>expiring at demobilization</u> from the incident listed above. Reassigned resources need a new agreement.			
(10) CONTRACTOR NAME: Address (Street/City/State/Zip): Phone Numbers: <input type="checkbox"/> Day: <input type="checkbox"/> Cell: <input type="checkbox"/> Night: <input type="checkbox"/> FAX:		(11) WA STATE VENDOR PAYEE: (check appropriate box – fiscal staff) <input type="checkbox"/> Contractor exists <input type="checkbox"/> Contractor has completed paperwork			
		(12) OPERATING SUPPLIES BEING FURNISHED BY: (check appropriate box) <input type="checkbox"/> CONTRACTOR (WET) <input type="checkbox"/> DNR			
		(13) THE OPERATOR WILL BE FURNISHED BY THE CONTRACTOR.			
(14) ITEM DESCRIPTION: equipment Include VIN, make, model, year, serial no., accessories or other identifying features.		(15) No. of OPERATORS PER SHIFT:		(16) OPERATOR name(s) and phone number(s)	
				(17) RATE \$: List rate from the current DNR Wage & Equipment Rate Guide or justify other rate in the Special Provisions Section below.	
				(18) TYPE: List how rate will be applied; hourly, daily, shift, mileage, etc.	
(19) SPECIAL PROVISIONS:					
(20) By checking each box and initialing, Contractor (or designee) certifies that he/she has read, understands, agrees, and accepts the terms/conditions as outlined.					
<input type="checkbox"/> _____ (contractor initials)		I certify that I am 18 years of age or older.			
<input type="checkbox"/> _____ (contractor initials)		I certify that I possess a current valid driver's license for the type of vehicle/equipment being operated.			
<input type="checkbox"/> _____ (contractor initials)		I certify that I own, or have permission from the owner to operate , the vehicle/equipment contracted under this Agreement.			
<input type="checkbox"/> _____ (contractor initials)		I certify that the vehicle/equipment contracted under this Agreement is in good working condition .			
<input type="checkbox"/> _____ (contractor initials)		I certify that the vehicle/equipment contracted under this Agreement is properly licensed .			
<input type="checkbox"/> _____ (contractor initials)		I certify that I have the necessary wildland fire safety training and/or qualifications needed to operate a vehicle/equipment to perform or support fire suppression activities. This is evidenced through possession of a valid Incident Qualification Card or a wildland fire safety training document as outlined in <u>RCW 76.04.181</u> .			
<input type="checkbox"/> _____ (contractor initials)		I certify that I have read, understand, accept, and agree to the terms and conditions within the insurance section as outlined on page 2 (back side) of this Agreement.			
<input type="checkbox"/> _____ (contractor initials)		INDEMNIFICATION: To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the State, agencies of State and all officials, Agents and employees of the State, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Contractor's obligations to indemnify, defend, and hold harmless includes any claim by Contractors' Agents, employees, representatives, or any Subcontractor or its employees. Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incidental to Contractor's or any Subcontractor's performance or failure to perform the contract. Contractor's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its Agents, agencies, employees and officials. Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, Agents or employees.			
<input type="checkbox"/> _____ (contractor initials)		I certify that I own or have permission from the owner to sign this Agreement on the owner's behalf.			
<input type="checkbox"/> _____ (contractor initials)		I have read, understand, accepted, and signed the conditions of the WAIVER AND RELEASE OF LIABILITY listed on page two (back side) of this Agreement. (Contractor name and signature REQUIRED on the back side of all four copies.)			
I certify, by signature below, that I have read this Agreement in its entirety, understand, agree, and accept all of the terms and conditions outlined within, that all of the information that I've provided is true and correct , and that I am authorized to act in the respective areas for matters related to this Agreement.					
(21) CONTRACTOR OR AUTHORIZED AGENT SIGNATURE: Date:			(22) DNR AUTHORIZED REPRESENTATIVE SIGNATURE: Date:		
(23) CONTRACTOR PRINTED NAME AND TITLE:			(24) DNR PRINTED NAME AND TITLE:		

DNR HIRE-AT-FIRE EMERGENCY AGREEMENT - INCIDENT ONLY

action that may arise out of CONTRACTOR'S employment as an independent contractor in fire suppression activities or logistical support. This **WAIVER AND RELEASE OF LIABILITY** includes, but is not limited to, injuries which may occur as a result of (a) CONTRACTOR'S use of any equipment or tools, (b) claims of negligence, (c) CONTRACTOR suffering injury, death, or property damage during fire suppression activities, and (d) CONTRACTOR slipping and falling while in or on Department of Natural Resources' premises.

CONTRACTOR acknowledges that CONTRACTOR has carefully read this WAIVER AND RELEASE OF LIABILITY and fully understands that it is a RELEASE OF LIABILITY. CONTRACTOR is waiving any right that CONTRACTOR may have to bring a legal action to assert a claim against the State of Washington for the State's negligence.

PLEASE READ AND SIGN: I have read, understood, and accepted the conditions of the **WAIVER AND RELEASE OF LIABILITY** printed above.

(25) CONTRACTOR PRINTED NAME AND TITLE :	CONTRACTOR OR AUTHORIZED AGENT SIGNATURE :	DATE SIGNED :
-------------------------------------------------	---------------------------------------------------	----------------------