

INSTRUCTIONS
DNR EMERGENCY FACILITIES & LAND USE AGREEMENT – INCIDENT ONLY

- (1) 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-000150-S-2).
- (2) INCIDENT NAME:**
- (3) INCIDENT NUMBER:**
- (4) RESOURCE ORDER NUMBER:**
- (5) EFFECTIVE DATES:** Enter beginning and ending dates.
- (6) PROCUREMENT AGENCY:** Check box for the appropriate DNR region ordering the resource(s). Complete address and phone number information for the DNR region office.
- (7) LAND/FACILITY OWNER INFORMATION:**
- (8) LOCATION OF LAND/FACILITIES:** Address or specific location. If street or highway address is unavailable, use distance from nearest city, crossroads, or another significant landmark. The local description of how to get to the land/facilities is also acceptable.
- (9) DESCRIPTION OF LAND/FACILITIES:** Description of specific facilities or land that is included in this agreement. Include anything that will be included in the Land Use Agreement that is not listed elsewhere in the agreement such as specific buildings used, staging areas, parking lots, showers, etc.
- (10) ORDINARY WEAR AND TEAR:** Ordinary wear and tear is included in the rate.
- (11) RATE:** Payment shall be in accordance with DNR payment procedures.
- (12) UTILITIES AND SERVICES:** Indicate which utilities are included as part of the agreement. If utilities are not included include how DNR will pay the owner for the cost of utilities.
- (13) RESTORATION:** How restoration beyond ordinary wear and tear will be completed. Check only one from the two options provided.
- (14) ALTERATIONS:** Any alterations made by DNR must be removed upon termination of the Agreement.
- (15) CONDITION REPORTS:** A joint (DNR and Land/Facility Owner) pre- and post-use physical inspection using the form included in Attachment A shall be made and signed by the parties.
- (16) SPECIAL PROVISIONS:** Document any special provisions not listed in other sections of the agreement.
- (17) DNR TERMS & CONSITIONS:**
- (18) EMAIL COPIES OF COMPLETED AGREEMENTS TO DNRREWDFireBusiness@dnr.wa.gov**



WILDFIRE

EMERGENCY FACILITIES & LAND USE AGREEMENT

1. AGREEMENT NUMBER: (i.e., WA-WAS-000150-S-2)		2. INCIDENT NAME: _____
5. EFFECTIVE DATES: a. beginning: _____ b. ending: _____		3. INCIDENT NUMBER: _____ 4. RESOURCE ORDER NUMBER: S- _____
6. PROCUREMENT AGENCY: WA State Department of Natural Resources Address (Street/City/State/Zip): Phone Number: Point of Contact:		7. LAND/FACILITY OWNER INFORMATION: Address (Street/City/State/Zip) Phone Number: Point of Contact: Check One: <input type="checkbox"/> Active Statewide Vendor Number – SWV# _____ <input type="checkbox"/> Vendor has requested a Statewide Vendor Number

PURPOSE: The purpose of this agreement is for the OWNER to provide DNR with use of their property in support of Wildland Fire Suppression Activities.

AUTHORITY: Under RCW 76.04.015 and RCW 76.04.181, DNR may enter into agreement with landowners and others who have firefighting capability that may be utilized in DNR wildland fire suppression efforts.

8. LOCATION OF LAND/FACILITIES:

9. DESCRIPTION OF LAND/FACILITIES:

10. ORDINARY WEAR AND TEAR: Ordinary wear and tear is based on the customary use of the land/facilities, and not the use resulting from the incident.

11. RATE: DNR will pay the rate of \$_____ per _____.

12. UTILITIES AND SERVICES:

☐ The above rate includes utility charges for the following:

☐ GAS ☐ ELECTRICITY ☐ WATER ☐ TOILET SUPPLIES
☐ JANITORIAL SERVICES & SUPPLIES ☐ TRASH REMOVAL ☐ SEPTIC/ SEWER SERVICE
☐ EXISTING TELECOMMUNICATIONS. ☐ EXISTING INTERNET / WIRELESS WI-FI.

☐ The above rate does not include utility charges.
The STATE will pay to the owner for utilities based on:

13. RESTORATION: (check only one)

☐ The above sum includes DNR restoration of land/facilities. Restoration shall be performed to the extent reasonably practical. Restoration work includes:

☐ The above sum excludes restoration of land/facilities. Reasonable costs incurred by the owner in restoring land/facilities to their prior condition shall be submitted to the DNR for approval and payment.

14. ALTERATIONS: The DNR may make alterations, attach fixtures or signs, erect temporary structures in or upon the land/facilities, install temporary culverts, trenching for utilities, which shall be the property of the DNR. Alterations will be removed by the DNR after the termination of the emergency use, unless otherwise agreed.

15. CONDITION REPORTS: A joint pre- and post-use physical inspection report contained in Attachment A of the land/facilities

shall be made and signed by the parties; the purpose of the inspections shall be to reflect the existing site condition.

16. SPECIAL PROVISIONS:

17. LOSS DAMAGE OR DESTRUCTION: The DNR will assume liability for the loss, damage, or destruction of facilities and furnished under this Agreement, provided that no reimbursement will be made for loss, damage, or destruction when due to (1) ordinary wear and tear, or (2) the fault or negligence of the owner or the owner's agent(s). Claims for loss, damage, or destruction will be submitted to the [Washington State Department of Enterprise Services, Office of Risk Management](#) to file a tort claim.

18. TERMS AND CONDITIONS: See Attachment B.

SITE DRAWING OR PICTURES: Show the land/facilities under agreement. Include buildings, roads, paved areas, utility lines, fences, ditches, landscaping and any other physical features which help describe the area. (Attach separate sheet if more space is necessary)

OWNER/OWNER'S AGENCY
SIGNATURE:

DATE:

DNR REPRESENTATIVE'S
SIGNATURE:

DATE:

PRINT NAME AND TITLE:

PRINT NAME AND TITLE:

EMERGENCY FACILITIES & LAND USE AGREEMENT
ATTACHMENT A - PRE - POST- INSPECTION

PRE-USE INSPECTION: Description or photos or condition immediately prior the DNR's occupancy.

OWNER/OWNER'S AGENCY SIGNATURE:

DATE:

AGENCY SIGNATURE:

DATE:

PRINT NAME AND TITLE

POST-USE INSPECTION: Description of photos or condition immediately following the DNR's occupancy.

CALCULATIONS: _____ **UNITS x** _____ **RATE**

ADDITIONAL CHARGES: _____

TOTAL AMOUNT DUE \$ _____

RELEASE OF CLAIMS STATEMENT: Contract release for and in consideration of receipt of payment in the amount shown in 'total amount due'. Contractor hereby releases the STATE from any and all claims arising under this agreement except as reserved in remarks.

REMARKS (cost adjustments /settlements /other):

OWNER/OWNER'S AGENCY SIGNATURE:

DATE:

AGENCY SIGNATURE:

DATE:

PRINT NAME AND TITLE:

PRINT NAME AND TITLE:

**EMERGENCY FACILITIES & LAND USE AGREEMENT
ATTACHMENT B**

WA STATE DEPARTMENT OF NATURAL RESOURCES GENERAL TERMS AND CONDITIONS

1.0 ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

2.0 COMPLIANCE WITH APPLICABLE LAW

At all times during the term of the contract, the Contractor shall comply with all applicable laws.

3.0 DISPUTES

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Agent.

1. The request for a dispute hearing must:
 - Be in writing;
 - State the disputed issue(s);
 - State the relative positions of the parties;
 - State the Contractor's name, address, and contract number; and
 - Be mailed to the Agent and the other party's (respondent's) contract manager within three (3) working days after the parties agree that they cannot resolve the dispute.
2. The respondent shall send a written answer to the requester's statement to both the Agent and the requester within five 5 working days.
3. The Agent shall review the written statements and reply in writing to both parties within 10 working days. The Agent may extend this period, if necessary, by notifying the parties.
4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution method in addition to the dispute resolution procedure outlined above.

4.0 GOVERNING LAW

This contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

5.0 HARASSMENT

Per [RCW 43.01.135](#), Sexual harassment in the workplace, Agency Contractors hereby have access to DNR Policy PO01-052 Sexual Harassment: https://www.dnr.wa.gov/publications/em_harassment_prevention_policy.pdf

6.0 INDEMNIFICATION

DNR shall indemnify and hold harmless the Land/Facility Owner from all claims, costs, damages or expenses arising out of the negligent acts or omissions of DNR. Likewise, the Land/Facility Owner shall indemnify DNR from all claims, costs, damages or expenses arising out of the negligent acts or omissions of the Land/Facility Owner. In the case of negligence of both the Land/Facility Owner and DNR, any damages shall be levied in proportion to the percentage of negligence attributable to each party. For this purpose, each party by mutual negotiation, hereby waives any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW.

7.0 INTEGRATION

The contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of the contract shall be deemed to exist or to bind any of the parties hereto.

8.0 INVOICING & PAYMENT:

1. STATE VENDOR PAYEE REGISTRATION: Contractor shall complete the linked [Vendor/Payee Registration Form](#) and [Direct Deposit Authorization Form](#) with the Office of Financial Management (OFM). It is the Contractor's

responsibility to ensure registration with OFM. DNR cannot make payments unless the Contractor is registered as a vendor.

2. PAYMENT: Payment shall be made net 30 calendar days from receipt of invoice or when the Agreement is terminated.

9.0 NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Agency. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

10.0 NONDISCRIMINATION

During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies.