



**INTERAGENCY AGREEMENT
WASHINGTON STATE
DEPARTMENT OF NATURAL RESOURCES
CONTRACT NO. 93-110368**

PI: 221, 222, 223, 224

Funding Source: State

Grant Funded: Not Applicable

DES Supplier Diversity: Not Applicable

Procurement Method: Exempt per DES Policy

Exemption Type: [RCW 39.26.125\(10\)](#) Intergovernmental agreements awarded to any governmental entity, whether federal, state, or local and any department, division, or subdivision thereof.

This contract is made and entered into by and between the Washington State Department of Natural Resources, hereinafter referred to as "**DNR**", and the below named firm, hereinafter referred to as "**CONTRACTOR**".

Jefferson County 911 DBA Jeffcom 911 Communications

81 Elkins Rd

Port Hadlock, WA

Phone: 360-344-9779

Email: director@jeffcom911.us

Federal Taxpayer Identification Number: 45-3847430

Statewide Vendor # (SWV): SWV0161652

1. PURPOSE

The purpose of this contract is for CONTRACTOR to provide employees, referred to as single resources, equipment, material and/or services in support of wildfire or other emergency response and to establish DNR's payment and reimbursement procedures to CONTRACTOR for providing such single resources, equipment material and/or services. Dispatches under this contract are limited to the State of Washington unless the single resource is rostered on a Pacific Northwest Complex Incident Management Team.

2. SCOPE OF WORK

A. CONTRACTOR will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

DNR agrees to the following:

1. DNR Wildland Fire Training Program will provide Incident Qualification Card (IQC) administrative authority in managing documentation of required training, experience, position task book initiation, and qualification process.
2. Status the employee in the Interagency Resource Ordering Capability IROC.
3. Dispatch the employee to assignments as needs arise.
4. Provide employee with valid Incident Qualification Card (red card) upon completion of required training stating current National Wildfire Coordinating Group (NWCG) qualifications and adhere to qualifications and standards described in PMS 310-1.

CONTRACTOR agrees to the following:

1. Ensure that the employee will be available and ready to respond when called by DNR. The employee will receive a dispatch by receiving a phone call and IROC resource order prior to accepting or traveling to the assignment. The employee must have a valid Incident Qualification card (red card).
2. Employee will ensure an Incident Performance Evaluation is received for every assignment and a copy provided to DNR Fire Training upon return from assignment.
3. Provide reimbursement requests on CONTRACTOR's letterhead as outlined in Billing Procurement and Payment section.

All written reports and deliverables under this contract must be delivered to the DNR Project Manager in accordance with the schedule above.

3. PERIOD OF PERFORMANCE

The period of performance under this contract will be from date of execution through December 31, 2031, unless terminated sooner as provided herein.

4. COMPENSATION

DNR will reimburse CONTRACTOR for actual costs incurred for fire suppression services, when services are requested by DNR. DNR agrees to reimburse CONTRACTOR for all personnel cost and travel cost for resources dispatched under this contract.

CONTRACTOR will track the cost for fire suppression resources provided within 60 days of providing fire suppression services. CONTRACTOR will submit an invoice to DNR. DNR will make payment upon receipt of the invoice in accordance with the payment procedures established by the Office of Financial Management.

All resources dispatched under this contract must be ordered through IROC and have a resource order number for the incident they are assigned to. All resources are required to show up to each incident with a current copy of this plan and provide it to the incident management team upon checking into the incident.

Expenses

CONTRACTOR shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by DNR as reimbursable. Each invoice submitted to DNR shall include information needed by DNR to determine the actual expenditures to be reimbursed and the exact nature of all approved expenditures for services provided.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. CONTRACTOR shall receive compensation for travel expenses at current state travel reimbursement rates. Expenses related to travel will be reimbursed as follows:

- Meals = @ [per diem](#), broken down per meal (do not provide receipt, meals will be paid at the current state per diem rate, not actual costs)
- Car Rental = @ actual (attach receipt)
- Gas for Car Rental = @ actual (attach receipt)
- Hotel = @ actual but no more than @ [state allowed lodging rates](#) (attach receipt)
- Personal vehicle mileage = @ [state allowed mileage rate](#) (no receipt needed)

5. BILLING PROCEDURES AND PAYMENT

DNR will pay CONTRACTOR upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the DNR Project Manager with 60 days of demobilization from each incident.

Each request for reimbursement submitted to DNR by CONTRACTOR shall clearly reference 93-110368.

1. DNR will reimburse CONTRACTOR for actual costs incurred for fire suppression services, when services are requested by DNR. DNR agrees to reimburse CONTRACTOR for all personnel cost and travel cost for resources dispatched under this contract.

2. CONTRACTOR will track the cost for fire suppression resources provided within 60 days of providing fire suppression services. CONTRACTOR will submit properly completed and accurate invoices to DNR. DNR will make payment upon receipt of the invoice in accordance with the payment procedures established by the Office of Financial Management.

Invoices shall be submitted to:

Attn: Missy Burr, Fire Fiscal
Washington State Department of Natural
Resources Olympic Region
411 Tillicum Lane
Forks, WA, 98331

3. All resources dispatched under this contract must be ordered through IROC and have a resource order number for the incident they are assigned to. All resources are required to show up to each incident with a current copy of this plan and provide it to the incident management team upon checking into the incident.
4. Employee time will be tracked on Crew Time Reports (CTRs). All time shall be approved by the appropriate personnel at the incident and submitted daily to the finance unit at the incident. When demobilizing from the incident, resources shall obtain an original signed Emergency Fire Time Report (OF 288).
5. Travel cost to and from incident are reimbursable. Privately Owned Vehicle (POV) and rental vehicles must be authorized on the resource order in order to be reimbursed.
 - a) Renting of vehicles that are for non-fire line use will be the responsibility of CONTRACTOR and rental costs will be reimbursed by DNR. Itemized receipts or invoices for rental vehicle and fuel are required.
 - b) POV and Agency Owned Vehicle (AOV) mileage shall be documented daily on a shift ticket and signed by the resource's incident supervisor.
6. Per Diem Rates will be provided for any period when an incident does not provide meals.
 - a) Reimbursement for meals will be at the Office of Financial Management Per Diem Rates.
 - b) Reimbursement for meals and lodging once arrived at an incident requires written approval by the incident command (IC) or agency administrator (AA), which shall be included in the documentation on the resource order.

7. CONTRACTOR will provide as a minimum on each invoice:
- a) Invoice Number
 - a) Contract Number
 - b) Incident Name
 - c) Dates of performance
 - d) Specify the number of hours or days billed
 - e) Identify the applicable contract rate for each line item
 - f) Include the total charges for the billing period
 - g) Copies of Resource Order

The payment package submitted to the DNR shall also contain:

- a) Copies of original Emergency Fire Time Reports (OF-288)
- b) Copies of receipts for employee travel expenses and/or copy of employee travel vouchers.

DNR may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or goods to be provided under this contract shall be made by DNR.

Fiscal/Biennial Closures: Under fiscal/biennial closing procedures, CONTRACTOR must submit all invoices and/or billings for services or material supplied under this contract through June 30 to DNR no later than July 10 of the same year. If DNR does not receive invoices and bills by July 10, a considerable delay in payment may result.

6. RECORDS MAINTENANCE

CONTRACTOR shall maintain books, records, documents, data, and other evidence relating to this contract and performance of services rendered and/or delivery of goods as described herein, including, but not limited to, accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

CONTRACTOR shall retain such records for a period of six (6) years following the date of contract expiration. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review, or audit by DNR, personnel duly authorized by DNR, the Office of the State Auditor, and federal and state officials so authorized by law, regulation, or agreement.

If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

All contracts issued by DNR are subject to the provisions of the Washington State Public Records Act, [RCW 42.56](#). Any contracts issued with federal dollars are also subject to the US Freedom of Information Act, [Office of Information Policy | The Freedom of Information Act, 5 U.S.C. § 552](#).

7. RIGHTS TO DATA

Unless otherwise agreed, data originating from this agreement shall be ‘works for hire’ as defined by as defined by Title 17 U.S.C., Section 101 and shall be owned by the CONTRACTOR. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to use, copyright, patent, register, and the ability to transfer these rights.

8. 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.

9. 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.

10. TERMINATION FOR CONVENIENCE

Either party may terminate this agreement upon thirty (30) calendar days’ prior written (including email) notice to the other party. If this agreement is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.

11. 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 fifteen (15) working days to correct the violation or failure. If the failure or violation is not corrected within fifteen (15) days, the aggrieved party may immediately terminate this agreement by notifying the other party in writing (including email).

12. DISPUTES

If a dispute arises, each party will make a good faith effort to resolve issues at the lowest possible level in their respective agencies. If they cannot resolve an issue, they will elevate the issue within their respective chains of command to resolve it.

In the event that a dispute arises that cannot be resolved as described in the preceding paragraph, it shall be determined by a Dispute Board in the following manner: Each party to this agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall evaluate the facts, agreement

terms, applicable statutes and rules, and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on both parties. The cost of resolution will be borne as allocated by the Dispute Board. Alternatively, the parties may pursue a third party dispute resolution as the parties mutually agree to in writing.

13. GOVERNANCE

This contract is entered into by 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 federal statutes and regulations.
2. State of Washington statutes and regulations.
3. Special terms and conditions as contained in this basic contract instrument.
4. Any other provision, term, or material incorporated herein by reference or otherwise incorporated.

14. 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.

15. 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.

16. HARASSMENT

CONTRACTOR hereby has access to the following DNR's policies:

Per [RCW 43.01.135](#), DNR Policy PO01-052, Sexual Harassment, linked below, outlines DNR's commitment and expectations for contractors:

https://www.dnr.wa.gov/publications/em_harassment_prevention_policy.pdf

DNR Policy PO01-051, Safe and Respectful Workplace, linked below, outlines DNR's commitment and the expectations for contractors:

www.dnr.wa.gov/publications/em_safe_respectful_workplace_policy.pdf

DNR Policy PO01-037, Harassment Prevention, linked below, outlines DNR's commitment and expectations for contractors:

www.dnr.wa.gov/publications/em_harassment_prevention_policy_037.pdf

17. NONDISCRIMINATION

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

1. Nondiscrimination Requirement. During the term of this contract, CONTRACTOR, including any subcontractor, shall not discriminate on the bases enumerated at RCW [49.60.530\(3\)](#). In addition, CONTRACTOR, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which CONTRACTOR, or subcontractor, has a collective bargaining or other agreement.
2. Obligation to Cooperate. CONTRACTOR, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that CONTRACTOR, including any subcontractor, has engaged in discrimination prohibited by this contract pursuant to [RCW 49.60.530\(3\)](#).
3. Default. Notwithstanding any provision to the contrary, DNR may suspend CONTRACTOR, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this contract, pursuant to [RCW 49.60.530\(3\)](#). Any such suspension will remain in place until DNR receives notification that CONTRACTOR, including any subcontractor, is cooperating with the investigating state agency. In the event CONTRACTOR, or subcontractor, is determined to have engaged in discrimination identified at [RCW 49.60.530\(3\)](#), DNR may terminate this contract in whole or in part, and CONTRACTOR, subcontractor, or both, may be referred for debarment as provided in [RCW 39.26.200](#). CONTRACTOR or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
4. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of contract termination or suspension for engaging in discrimination, CONTRACTOR, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under [Chapter 49.60, RCW](#). DNR shall have the right to deduct from any monies due to CONTRACTOR or subcontractor, or that thereafter become due, an amount for damages CONTRACTOR or subcontractor will owe DNR for default under this provision.

18. 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 for any reason whatsoever by court of competent jurisdiction or other legally binding authority, such illegality or invalidity shall not affect the validity of the remainder of the contract.

19. RESPONSIBILITIES OF THE PARTIES/INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend (with counsel acceptable to DNR), and hold harmless DNR, its officials, agents, and employees, from and against all claims arising out of or resulting from the performance of the agreement. "Claim" as used in this agreement means any financial loss, claim, suit, action, damage, or expense, including, but not limited to, attorneys' 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 obligation to indemnify, defend, and hold harmless includes any claim by CONTRACTOR’s employees, representatives, any subcontractor or its employees, or any third party.

However, CONTRACTOR shall not indemnify, defend, or hold harmless DNR, its officials, agents, and employees for claims caused by or resulting from the sole negligence of DNR, its officials, agents, and employees and in the event of concurrent negligence by (1) CONTRACTOR, its agents, employees, representatives, any subcontractor or its employees, or any third party and (2) DNR, its officials, agents, and employees, then CONTRACTOR’s obligation to indemnify, defend, and hold harmless DNR, its officials, agents, and employees shall be valid and enforceable only to the extent of CONTRACTOR, its agents, employees, representatives, any subcontractor or its employees, or any third party’s share of any concurrent negligence.

CONTRACTOR waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless DNR and its officials, agents or employees.

20. CONTRACT MANAGEMENT

The Project Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this contract.

CONTRACTOR Contract Manager	DNR Contract Manager
Matt Stewart Jeffcom 911 Communications 81 Elkins Rd Port Hadlock WA 98339 <i>Phone:</i> 360-344-9788 <i>Fax:</i> <i>Email address:</i> director@jeffcom911.us	Eric Flanigan Department of Natural Resources 411 Tillicum Lane Forks, WA 98331 <i>Phone:</i> 360-374-2800 <i>Fax:</i> 360-374-2888 <i>Email address:</i> eric.flanigan@dnr.wa.gov
CONTRACTOR Project Manager	DNR Project Manager
Matt Stewart Jeffcom 911 Communications 81 Elkins Rd Port Hadlock WA 98339 <i>Phone :</i> 360-344-9788 <i>Fax:</i> <i>Email address:</i> director@jeffcom911.us	Eric Flanigan Department of Natural Resources 411 Tillicum Lane Forks, WA 98331 <i>Phone:</i> 360-374-2800 <i>Fax:</i> 360-374-2888 <i>Email address:</i> eric.flanigan@dnr.wa.gov

21. INSURANCE

Before using any of said rights granted herein and at its own expense, CONTRACTOR shall purchase and maintain, [or require its agent(s)/subcontractor to purchase and maintain,] the insurance described below for the entire duration of this agreement. Failure to purchase and maintain the required insurance may result in the termination of the agreement at DNR's option.

All insurance provided in compliance with this agreement shall be primary as to any other insurance or self-insurance programs afforded to, or maintained by, the State of Washington, Department of Natural Resources.

CONTRACTOR shall provide DNR with certificates of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this agreement before using any of said rights granted herein. The description section of the certificate shall contain the Contract Number and the name of the DNR Project Manager. CONTRACTOR shall also provide renewal certificates as appropriate during the term of this agreement.

CONTRACTOR shall include all subcontractors and agents as insured under all required insurance policies or shall provide separate certificates of insurance for each subcontractor or agent. Failure of CONTRACTOR to have its subcontractors and agents comply with the insurance requirements contained herein does not limit CONTRACTOR's liability or responsibility.

INSURANCE TYPES & LIMITS: The limits of insurance, which may be increased by State, as deemed necessary, shall not be less than as follows:

Commercial General Liability (CGL) Insurance: CONTRACTOR shall purchase and maintain commercial general liability insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the general aggregate limits shall be at least twice the "each occurrence" limit, and the products-completed operations aggregate limit shall be at least twice the "each occurrence" limit. All insurance must cover liability arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.

Employer's Liability ("Stop Gap") Insurance: CONTRACTOR shall purchase and maintain employer's liability insurance and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Business Auto Policy (BAP) Insurance: CONTRACTOR shall purchase and maintain business auto insurance and if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 per accident, with such insurance covering liability arising out of "Any Auto". The policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense." CONTRACTOR waives all rights of subrogation against State for the

recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

Industrial Insurance (Workers Compensation): CONTRACTOR shall comply with or provide Federal Workers Compensation insurance, out of state workers compensation insurance, or coverage under [Title 51 RCW](#) by maintaining workers compensation insurance for its employees. CONTRACTOR waives all rights of subrogation against State for recovery of damages to the extent they are covered by Industrial Insurance, employer's liability, general liability, excess, or umbrella insurance. CONTRACTOR waives its Title 51 RCW immunity to the extent it is required by its indemnity obligation under this agreement.

If CONTRACTOR fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, DNR may collect from CONTRACTOR the full amount payable to the Industrial Insurance accident fund. DNR may deduct the amount owed by CONTRACTOR to the accident fund from the amount payable to CONTRACTOR by DNR under this contract and transmit the deducted amount to the Washington Department of Labor & Industries (L&I), Division of Insurance Services.

ADDITIONAL PROVISIONS:

Additional Insured: DNR, its officials, agents, and employees shall be named as additional insured by endorsement on all general liability, excess, and umbrella insurance policies.

Cancellation: DNR shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications.

1. Insurers subject to Chapter 48.18 RCW (Admitted and Regulated by the Insurance Commissioner): The insurer shall give the State forty-five (45) days advance notice of cancellation or nonrenewal. If cancellation is due to non-payment of premium, the State shall be given ten (10) days advance notice of cancellation.
2. Insurers subject to Chapter 48.15 RCW (Surplus Lines): The State shall be given twenty (20) days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given ten (10) days advance notice of cancellation.

Insurance Carrier Rating: All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII, or better. Any exception must be reviewed and approved by the DNR Risk Manager or the DNR Contracts Manager, in the Risk Manager's absence. If an insurer is not admitted to do business in Washington State, all insurance policies and procedures for issuing the insurance policies must comply with Chapters 48.15 RCW and 284-15 WAC.

Self-Insurance: If CONTRACTOR is self-insured, evidence of its status as a self-insured entity shall be provided to State. The evidence should demonstrate that CONTRACTOR's self-insurance meets all of the required insurance coverage of this agreement to the satisfaction of State including the description of the funding mechanism and its financial condition. If the funding mechanism or financial condition of the self-insurance program of CONTRACTOR is inadequate, then State may require the purchase of additional commercial insurance to comply with this agreement.

Waiver: CONTRACTOR waives all rights of subrogation against State for recovery of damages to the extent these damages are covered by general liability, excess, or umbrella insurance maintained pursuant to this agreement.

22. ASSURANCES

DNR and CONTRACTOR agree that all activity pursuant to this contract will be in accordance with all the applicable current federal, state, and local laws, rules, and regulations.

23. ENTIRE AGREEMENT

This contract, including referenced exhibits, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

24. CONFORMANCE

If any provision of this contract violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.

25. APPROVAL

By signature below, the parties certify that the individuals listed in this document, as representatives of the parties, are authorized to act in their respective areas for matters related to this instrument. IN WITNESS WHEREOF, the parties have executed this agreement.

JEFFCOM 911 COMMUNICATIONS

**WASHINGTON STATE
DEPARTMENT OF NATURAL
RESOURCES**

Signed by:  4/6/2026
05E572DA5510433...

Signature **Date**

Matt Stewart
Name

Director
Title

81 Elkins Rd
Port Hadlock WA 98339
Address

360-344-9788 (direct) / 360-344-9779 (24/7)
Telephone

Signed by:  4/7/2026
9594FD7613374D5...

Signature **Date**

William Wells
Name

Olympic Region Manager
Title

411 Tillicum Lane
Forks, WA 98331
Address

360-374-2800
Telephone