




February 22, 2016

Clallam County Fire District 3  
Attn: Eric Quitslund  
323 N. Fifth Ave.  
Sequim, WA 98382

Eric, enclosed is a second, amended copy of our agreement as promised, and I apologize for the confusion. Please notice that the Striped repeater although still located on Striped Peak, is now referred to as 'Straits', and this should be reflected in your programming.

I've also included the Ozette repeater. You'll notice the frequencies for Ozette appear to be reversed - they're not. They will remain as shown through 2016, but the long-range plan is to invert them in 2017. If we do, I'll send you an amended agreement.

Please call with any questions. Thank you, Eric.

Dick Whitaker  
  
Sr. Telecom Specialist  
DNR – Olympic Region  
Forks, WA 98331  
360-374-2855

**STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES  
PETER GOLDMARK, COMMISSIONER OF PUBLIC LANDS  
RADIO USE PERMIT AGREEMENT WITH  
CLALLAM COUNTY FIRE DISTRICT #3**

**Permit Agreement No. RUPA 16-192**

This Permit Agreement is granted by the State of Washington Department of Natural Resources, Olympic Region, hereinafter referred to as the DNR, and Clallam County Fire District #3, hereinafter referred to as the Permittee, for the express purposes set forth in the following provisions.

The purpose of this Agreement is to authorize the Permittee to use DNR radio frequencies to facilitate communications that DNR in its licensed activities. DNR is licensed by the Federal Communications Commission (FCC) to operate certain radio frequencies to facilitate forestry conservation activities. The Permittee will assist DNR in its efforts to conduct forestry activities or to respond to emergencies involving safety to life or property.

**IT IS MUTUALLY AGREED THAT:**

**1.01 Authorized Use:** Permittee is hereby granted a nonexclusive right to communicate on DNR's FCC-licensed radio channels where such communication is necessary to assist the DNR in emergency situations involving imminent safety to life or property. Usage shall be limited to the following activities: Fire Suppression, Safety or Mutual Aid.

**2.01 Contacts:** The authorized contacts are as follows:

	Common	Straits	Discovery
DNR Dispatch		X	X
DNR Radio Users	X	X	X
Other (specify)			

**3.01 Equipment:** Usage is further limited to N/A mobile and N/A portable radios.

**4.01 Channels:** Permittee is authorized to use the following DNR channels and frequencies:

<u>Channel</u>	<u>Receive</u>	<u>Tone</u>	<u>Transmit</u>	<u>Tone</u>
DNR Common	151.4150	103.5	151.4150	103.5
Straits repeater	159.3000	173.8	151.2650	173.8
Discovery repeater	159.4050	103.5	151.2200	206.5
Ozette repeater	151.2050	192.8	159.2550	167.9

**Note: All channels are narrowband.**

Agreement No. RUPA 16-192

**5.01 Duration:** Subject to its other provisions, the period of performance of this Agreement shall commence on March 14, 2016 and be completed on March 14, 2022 unless terminated sooner as provided in this Agreement, or extended through a properly executed amendment.

**6.01 Radio Procedures:** Permittee shall be required to observe the following procedures:

1. Do not transmit if the channel is already in use, and yield to emergency or urgent or priority (fire and urgent law enforcement) radio traffic.
2. Announce the FCC call sign (KE9669), and the name of Permittee and personal identifier from the DNR region radio operators and incident dispatchers.
3. Take direction from the DNR region radio operators and incident dispatchers.
4. Allow only trained users to talk on DNR channels.

**7.01 Training:** Users of DNR radio frequencies must attend formal training session on radio procedures to ensure proper operation. Radio user training is a requirement to this Permit. At a minimum, until training can be scheduled and conducted, radio users shall read the DNR radio training manual and review the DNR training video titled "Radio Procedures".

**8.01 Assignability:** This Permit, and any claim arising under the Permit, is not assignable or delegable by the Permittee either in whole or in part.

**9.01 Independent Capacity:** The Permittee and its employees or agents performing under the Permit are not employees or agents of the DNR.

**10.01 Termination:** This Permit may be terminated by the DNR by oral or written notice to Permittee of a breach of any requirement herein. This Permit may be terminated for convenience by DNR by giving Permittee written notice at the address noted below at least ten (10) days before date of effective terminations.

**11.01 Indemnification:** The parties each agree to defend, protect, save and hold harmless each other, their officers, agents and employees from any and all claims, costs, damages and expenses suffered by the other party due to the actions of a party, its agents or employees under this Permit.

**12.01 Entire Agreement:** This document contains all covenants, stipulations and provisions agreed by both parties. No agent or representative of either party has the authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments or modification of the terms hereof shall be valid unless reduced in writing and signed by the parties as an amendment to this Permit.

**13.01 Severability:** If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Permit which can be given effect without the invalid provision, and to this end the provisions of the Permit are declared to be severable.

**14.01 Project Coordinator:**

The Project Coordinator for the Permittee is: Eric Quitslund Phone: 360-683-4242

The Project Coordinator for the DNR is: Dick Whitaker Phone: 360-374-2855

PERMITTEE

Dated: February 29, 2016

Name: 

Title: Ben Andrews, Fire Chief

Address: 323 N 5th Ave, Sequim, WA 98382

Phone: 360-683-4242

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

Dated: \_\_\_\_\_, 20\_\_\_\_

Name: \_\_\_\_\_

Title: Olympic Region Manager

411 Tillicum Lane  
Forks, WA 98331  
360-374-6131

APPROVED AS TO FORM BY THE  
ASSISTANT ATTORNEY GENERAL

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