



BENTON COUNTY FIRE PROTECTION DISTRICT NO. 4 REGULAR BOARD MEETING AGENDA

April 4, 2024

2604 Bombing Range Rd, West Richland, Washington 99353

CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

ADDITION TO THE AGENDA

THOSE PRESENT:

FINANCIAL REVIEW

CONSENT AGENDA:

(All matters listed within the Consent Agenda have been distributed to each member of the Board of Commission for reading and study, are considered to be routine, and will be considered or enacted by one motion of the Commission with no separate discussion. If separate discussion is desired, that item may be removed from the Consent Agenda and placed on the Regular Agenda by request.)

- Public Comments
- Approval of the Agenda dated April 4, 2024
- Approval of Regular Meeting Minutes dated March 21, 2024
- Approval and pay:
- Expenditures

Expenditures – 4/12/2024

522 Fire Control		\$32,258.72
	001 General Fund 6841	\$32,258.72

Expenditures – 3/21/2024 (EFT Correction)

522 Fire Control		\$242,659.35
	001 General Fund 6841	\$242,659.35

Grand Total \$274,918.07

RESOLUTIONS/MOTIONS Public comments are limited to three (3) minutes per speaker per topic. The board allows public comments orally or via written testimony prior to the meeting.

- Memorandum of Understanding - People for People
- Master Contractor Award Agreement - Greater Columbia Accountable Community
- Cooperative Fire Agreement - US Fish and Wildlife

DISTRICT REPORTS

- Union Report
- Volunteer Report
- Logistics Report
- City Liaison Report
- Commissioner’s Report
- Fire Chief’s Report
- District Secretary’s Report

OPEN FORUM DISCUSSION

IMPORTANT DATES

- April 13 – Firefighter Appreciation Banquet
- April 19 – Snure Seminar – Procurement and Bid Laws

CORRESPONDENCE

- DNR Agreement Request

OPERATION PROGRAM UPDATES

UNFINISHED BUSINESS

NEW BUSINESS

AGENDA ITEMS FOR NEXT MEETING

EXECUTIVE SESSION

ADJOURNMENT:

Attested:

 4/5/2024
 PAUL CARLYLE, FIRE CHIEF

_____/____/____
 MICHAEL VAN BEEK, COMMISSIONER

_____/____/____
 GARRETT GOODWIN, COMMISSIONER

 4/4/24
 FRED BRINK, COMMISSIONER



BENTON COUNTY FIRE PROTECTION DISTRICT NO. 4 REGULAR BOARD MEETING MINUTES

March 21, 2024
2604 Bombing Range Rd, West Richland, WA.99353

CALL MEETING TO ORDER

- Commissioner Goodwin called the meeting to order at 1700.

PLEDGE OF ALLEGIANCE

- Paramedic Brad Andrews led the pledge of allegiance.

ADDITION TO THE AGENDA

- No additions to the agenda

THOSE PRESENT:

Commissioner Garrett Goodwin
Commissioner Michael VanBeek
Fire Chief Paul Carlyle
Captain Bonnie Rogers
Captain Tom Harper
Captain Ray Newton

Lieutenant James Longie
Paramedic Brian Wakeman
Paramedic Brad Andrews
Paramedic Kailee Garrison
Firefighter Mandy DeRitis

FINANCIAL REVIEW

- Reviewed with no questions.

CONSENT AGENDA:

(All matters listed within the Consent Agenda have been distributed to each member of the Board of Commission for reading and study, are considered to be routine, and will be considered or enacted by one motion of the Commission with no separate discussion. If separate discussion is desired, that item may be removed from the Consent Agenda and placed on the Regular Agenda by request.)

- Public Comments
- Approval of the Agenda dated 3/21/2024
- Approval of Regular Meeting Minutes dated 3/7/2024
- Approval and pay:
- Expenditures

3/21/2024 Expenditures

522 Fire Control	\$329,137.10
<u>001 General Fund 6841</u>	<u>\$329,137.10</u>

522 Fire Control	\$0.00
<u>110 EMS Fund 6848</u>	<u>\$0.00</u>

EFTS

522 Fire Control	\$241,691.77
<u>001 General Fund 6841</u>	<u>\$241,691.77</u>

Grand Total \$570,828.87

CORRESPONDENCE

- No correspondence.

OPERATION PROGRAM UPDATES

- Blinds were installed at Station 420.
- Candidates have been contacted for interviews to establish a career hiring list.

UNFINISHED BUSINESS

- No unfinished business.

NEW BUSINESS

- No new business.

AGENDA ITEMS FOR NEXT MEETING

- No agenda items for next meeting.

EXECUTIVE SESSION

- Commissioner Goodwin requested an executive session under RCW 42.30.110 (1) (g) for 15 minutes and no action to follow, all three Commissioners and Fire Chief Paul Carlyle.
- Executive session started at 1715.
- Executive session ended at 1730, and regular meeting back in session.

ADJOURNMENT:

- The meeting was adjourned at 1731

Attested:

 4/5/2024
 PAUL CARLYLE, FIRE CHIEF

_____/_____/_____
 MICHAEL VAN BEEK, COMMISSIONER

_____/_____/_____
 GARRETT GOODWIN, COMMISSIONER

 4/4/24
 FRED BRINK, COMMISSIONER

WARRANT/CHECK REGISTER

BENTON COUNTY FIRE PROTECTION DISTRICT #4

Time: 13:27:36 Date: 04/03/2024

04/01/2024 To: 04/12/2024

Page: 1

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
369	04/12/2024	Claims	6841	1046	ABV	486.98	PEST CONTROL
370	04/12/2024	Claims	6841	1047	AT&T MOBILITY	126.92	FIRSTNET
371	04/12/2024	Claims	6841	1048	BENTON RURAL ELECTRIC	3,183.88	ELECTRIC
372	04/12/2024	Claims	6841	1049	MATTHEW J BORSCHOWA	211.50	PER DIEM-ABC360 CONF - BORSCHOWA
373	04/12/2024	Claims	6841	1050	FREDERICK T BRINK	28.01	MILEAGE-TRI-COUNTY COMM MTG; INTERVIEW
374	04/12/2024	Claims	6841	1051	CASCADE FIRE - OREGON	1,050.62	BOOTS (3)
375	04/12/2024	Claims	6841	1052	CASCADE NATURAL GAS	293.89	NATURAL GAS
376	04/12/2024	Claims	6841	1053	EVERGREEN LAWN CARE, INC	3,076.21	STA410 & 420 WEED ABATEMENT
377	04/12/2024	Claims	6841	1054	FIRE DISTRICT #1	2,483.64	TCRA SHARED COST ADD'L FOR 2024; ADMIN SUPPORT JAN-MAR
378	04/12/2024	Claims	6841	1055	KEVIN G GAIDOS	167.14	PER DIEM, PARAMEDIC LECTURE-GAIDOS
379	04/12/2024	Claims	6841	1056	ISOUTSORCE	1,716.92	MONITORING
380	04/12/2024	Claims	6841	1057	LIFE ASSIST	3,915.51	EMS SUPPLIES; EMS SUPPLIES
381	04/12/2024	Claims	6841	1058	LN CURTIS & SONS	8,373.66	HOSE; ADAPTER; MAINT
382	04/12/2024	Claims	6841	1059	MCGAVICK GRAVES ATTORNEY AT LAW	379.50	EMPLOYMENT MATTERS
383	04/12/2024	Claims	6841	1060	NEW FRONTIER EMERGENCY MEDICINE, LLC	308.04	MEDICINE SYMPOSIUM
384	04/12/2024	Claims	6841	1061	NEWEGG	1,097.78	COMPUTER PARTS
385	04/12/2024	Claims	6841	1062	PALADIN BACKGROUND	96.00	BACKGROUNDS (4)
386	04/12/2024	Claims	6841	1063	SNURE SEMINARS	400.00	PROCUREMENT LAW UPDATE - DEPT ACCESS PASS
387	04/12/2024	Claims	6841	1064	STAPLES ADVANTAGE	262.22	STATION SUPPLIES
388	04/12/2024	Claims	6841	1065	US BANK COPIER LEASE	1,340.73	COPIER LEASE 4/30-7/31/24
389	04/12/2024	Claims	6841	1066	US LINEN & UNIFORM	441.04	MAT SERVICE
390	04/12/2024	Claims	6841	1067	VERIZON WIRELESS	720.92	CELL SERVICE
391	04/12/2024	Claims	6841	1068	VOYAGER	1,579.77	FUEL
392	04/12/2024	Claims	6841	1069	ZIPLY FIBER	517.84	DEDICATED PHONE LINES

001 General Fund 6841

32,258.72

Claims: 32,258.72
 32,258.72

We, the undersigned, do hereby certify that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation against Benton County Fire District #4, and that we are authorized to authenticate and certify to said claim.

Admin Staff  Secretary 

Commissioners _____, _____

Approval Date 4/4/2024

WARRANT/CHECK REGISTER

BENTON COUNTY FIRE PROTECTION DISTRICT #4

Time: 11:07:53 Date: 03/22/2024

03/28/2024 To: 03/29/2024

Page: 2

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
366	03/28/2024	Payroll	6841	EFT	WA PUB EMP & RETIRE SYS	46,196.23	Pay Cycle(s) 03/29/2024 To 03/29/2024 - LEOFF II; Pay Cycle(s) 03/29/2024 To 03/29/2024 - Deferred Comp; Pay Cycle(s) 03/29/2024 To 03/29/2024 - PERS 2; Pay Cycle(s) 03/29/2024 To 03/29/2024 - Roth DC
001 General Fund 6841						242,659.35	
						242,659.35	Payroll: 242,659.35

We, the undersigned, do hereby certify that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation against Benton County Fire District #4, and that we are authorized to authenticate and certify to said claim.

Admin Staff  Secretary 

Commissioners _____, _____, _____

Approval Date 3/21/2024

WARRANT/CHECK REGISTER

BENTON COUNTY FIRE PROTECTION DISTRICT #4

Time: 11:07:53 Date: 03/22/2024

03/28/2024 To: 03/29/2024

Page: 1

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
284	03/29/2024	Payroll	6841	EFT	JOSHUA AMMANN	8,570.52	Feb Pay FLSA 1/8-2/4
285	03/29/2024	Payroll	6841	EFT	BRADLEY E ANDREWS	5,703.37	Feb Pay FLSA 1/8-2/4
286	03/29/2024	Payroll	6841	EFT	CORAL L BEARS	748.03	Feb Pay FLSA 1/8-2/4
287	03/29/2024	Payroll	6841	EFT	CHERYL A BOOTH	2,860.10	Feb Pay FLSA 1/8-2/4
288	03/29/2024	Payroll	6841	EFT	DANA M BORSCHOWA	16.62	Feb Pay FLSA 1/8-2/4
289	03/29/2024	Payroll	6841	EFT	MATTHEW J BORSCHOWA	9,545.59	Feb Pay FLSA 1/8-2/4
290	03/29/2024	Payroll	6841	EFT	FREDERICK T BRINK	1,056.88	Feb Pay FLSA 1/8-2/4
291	03/29/2024	Payroll	6841	EFT	ED R CARAWAY	99.73	Feb Pay FLSA 1/8-2/4
292	03/29/2024	Payroll	6841	EFT	PAUL E CARLYLE	8,518.23	Feb Pay FLSA 1/8-2/4
293	03/29/2024	Payroll	6841	EFT	KAREN M DAVIS	33.25	Feb Pay FLSA 1/8-2/4
294	03/29/2024	Payroll	6841	EFT	AMANDA K DERITIS	4,673.22	Feb Pay FLSA 1/8-2/4
295	03/29/2024	Payroll	6841	EFT	MONTE R ELMORE	163.23	Feb Pay FLSA 1/8-2/4
296	03/29/2024	Payroll	6841	EFT	MANUEL I ESTRELLA	7,826.35	Feb Pay FLSA 1/8-2/4
297	03/29/2024	Payroll	6841	EFT	CODY R FLOWERS	4,328.43	Feb Pay FLSA 1/8-2/4
298	03/29/2024	Payroll	6841	EFT	KEVIN G GAIDOS	5,438.07	Feb Pay FLSA 1/8-2/4
299	03/29/2024	Payroll	6841	EFT	KAILEE M GARRISON-EHREDT	6,615.08	Feb Pay FLSA 1/8-2/4
300	03/29/2024	Payroll	6841	EFT	JARON D GIBSON	916.12	Feb Pay FLSA 1/8-2/4
301	03/29/2024	Payroll	6841	EFT	GARRETT S GOODWIN	584.01	Feb Pay FLSA 1/8-2/4
302	03/29/2024	Payroll	6841	EFT	REX J GREEN	63.50	Feb Pay FLSA 1/8-2/4
303	03/29/2024	Payroll	6841	EFT	DAWSEN O HALL	748.03	Feb Pay FLSA 1/8-2/4
304	03/29/2024	Payroll	6841	EFT	THOMAS R HARPER	7,962.71	Feb Pay FLSA 1/8-2/4
305	03/29/2024	Payroll	6841	EFT	KYLE C HART	5,531.91	Feb Pay FLSA 1/8-2/4
306	03/29/2024	Payroll	6841	EFT	NATANIA M JOHNSTON	29.56	Feb Pay FLSA 1/8-2/4
307	03/29/2024	Payroll	6841	EFT	ABIGAIL E KNOX	748.03	Feb Pay FLSA 1/8-2/4
308	03/29/2024	Payroll	6841	EFT	CHARLES R LEWIS	41.56	Feb Pay FLSA 1/8-2/4
309	03/29/2024	Payroll	6841	EFT	JAMES A LONGIE	8,496.62	Feb Pay FLSA 1/8-2/4
310	03/29/2024	Payroll	6841	EFT	OWEN J MILLER	498.69	Feb Pay FLSA 1/8-2/4
311	03/29/2024	Payroll	6841	EFT	RAYMOND J NEWTON	7,415.32	Feb Pay FLSA 1/8-2/4
312	03/29/2024	Payroll	6841	EFT	RYAN L NIELSEN	55.41	Feb Pay FLSA 1/8-2/4
313	03/29/2024	Payroll	6841	EFT	WYATT M OROZCO	6,057.99	Feb Pay FLSA 1/8-2/4
315	03/29/2024	Payroll	6841	EFT	RUSSELL A POSEGATE	55.41	Feb Pay FLSA 1/8-2/4
316	03/29/2024	Payroll	6841	EFT	GARRETT M PREMEL	7,576.27	Feb Pay FLSA 1/8-2/4
317	03/29/2024	Payroll	6841	EFT	ALLEN L PUTZ	7,552.05	Feb Pay FLSA 1/8-2/4
318	03/29/2024	Payroll	6841	EFT	KYLE M RICHE	37.10	Feb Pay FLSA 1/8-2/4
319	03/29/2024	Payroll	6841	EFT	BONNIE M ROGERS	8,140.29	Feb Pay FLSA 1/8-2/4
320	03/29/2024	Payroll	6841	EFT	ROBERT C SHANNON	7,347.32	Feb Pay FLSA 1/8-2/4
321	03/29/2024	Payroll	6841	EFT	MICHAEL A VAN BEEK	443.49	Feb Pay FLSA 1/8-2/4
322	03/29/2024	Payroll	6841	EFT	ANTHONY G VINING	8,431.53	Feb Pay FLSA 1/8-2/4
323	03/29/2024	Payroll	6841	EFT	BRIAN P WAKEMAN	5,510.64	Feb Pay FLSA 1/8-2/4
324	03/29/2024	Payroll	6841	EFT	JACOB M WALTON	4,961.42	Feb Pay FLSA 1/8-2/4
325	03/29/2024	Payroll	6841	EFT	CODY WINTERS	5,885.00	Feb Pay FLSA 1/8-2/4
326	03/28/2024	Payroll	6841	EFT	EFTPS- IRS Payroll Taxes		941 Deposit for Pay Cycle(s) 03/29/2024 - 03/29/2024 - Voided
327	03/28/2024	Payroll	6841	EFT	WA PUB EMP & RETIRE SYS		Pay Cycle(s) 03/29/2024 To 03/29/2024 - LEOFF II; Pay Cycle(s) 03/29/2024 To 03/29/2024 - Deferred Comp; Pay Cycle(s) 03/29/2024 To 03/29/2024 - PERS 2; Pay Cycle(s) 03/29/2024 To 03/29/2024 - Roth DC
365	03/28/2024	Payroll	6841	EFT	EFTPS- IRS Payroll Taxes	35,176.44	941 Deposit for Pay Cycle(s) 03/29/2024 - 03/29/2024

BUDGET EXPENDITURE REPORT

BENTON COUNTY FIRE PROTECTION DISTRICT

Time: 11:23:37 Date: 04/03/2024

Page: 1

001 General Fund 6841

01/01/2024 To: 12/31/2024

Expenditures	Amt Budgeted	Expenditures	Remaining	
522 Fire Control				
522 11 10 10 Salary - Comm 1 (Van Beek)	9,000.00	1,189.00	7,811.00	13.2%
522 11 10 20 Salary-Comm 2 (Goodwin)	9,000.00	2,217.00	6,783.00	24.6%
522 11 10 30 Salary-Comm 3 (Brink)	9,000.00	2,155.00	6,845.00	23.9%
522 11 20 10 Benefits - Comm 1 (Van Beek)	1,000.00	90.96	909.04	9.1%
522 11 20 20 Benefits - Comm 2 (Goodwin)	1,000.00	169.58	830.42	17.0%
522 11 20 30 Benefits - Comm 3 (Brink)	1,000.00	164.86	835.14	16.5%
522 11 43 00 Travel-Mileage & Airfare	2,000.00	550.60	1,449.40	27.5%
522 11 43 30 Travel - Per Diem & Lodging	5,100.00	678.71	4,421.29	13.3%
522 11 43 31 Registration Fees	3,300.00	315.00	2,985.00	9.5%
011 Legislative	40,400.00	7,530.71	32,869.29	18.6%
522 12 10 10 Salary - Administration	484,108.00	114,963.75	369,144.25	23.7%
522 12 10 60 Overtime - Administrative	10,000.00	0.00	10,000.00	0.0%
522 12 20 04 HRA Benefits	9,000.00	1,380.00	7,620.00	15.3%
522 12 20 10 Benefits - Administrative	85,420.00	14,204.86	71,215.14	16.6%
522 12 20 60 Benefits - OT Administration	2,000.00	0.00	2,000.00	0.0%
522 12 24 20 Volunteer Pension & Relief Fund	6,600.00	2,730.00	3,870.00	41.4%
522 12 29 20 Volunteer Recognition	4,000.00	95.73	3,904.27	2.4%
522 12 29 30 Volunteer Association	3,500.00	3,430.00	70.00	98.0%
522 12 31 00 Expendable Office Supplies	3,750.00	713.93	3,036.07	19.0%
522 12 31 10 Computer Software	1,980.00	0.00	1,980.00	0.0%
522 12 35 00 Office Tools & Equipment	4,000.00	0.00	4,000.00	0.0%
522 12 35 10 Office Computer Equipment	25,600.00	11,329.89	14,270.11	44.3%
522 12 41 00 Contract Services	97,000.00	32,096.19	64,903.81	33.1%
522 12 41 10 Financial Services Contract (SPRINGBROOK)	30,000.00	2,750.00	27,250.00	9.2%
522 12 41 20 Professional Services	45,000.00	11,893.15	33,106.85	26.4%
522 12 42 00 Phone Service	12,000.00	3,710.48	8,289.52	30.9%
522 12 42 10 Cellular Phone Service	14,500.00	2,652.65	11,847.35	18.3%
522 12 42 40 Postage	1,500.00	223.21	1,276.79	14.9%
522 12 44 00 Advertising/Notices/Recruiting	2,000.00	313.66	1,686.34	15.7%
522 12 45 00 Equipment Lease/Maint	10,200.00	2,811.67	7,388.33	27.6%
522 12 46 00 District Insurance	120,084.00	372.00	119,712.00	0.3%
522 12 48 20 WebPage Maintenance	850.00	335.44	514.56	39.5%
522 12 49 00 Memberships/Dues	18,700.00	14,836.22	3,863.78	79.3%
522 12 49 10 Taxes And Irrigation Fees	150.00	115.37	34.63	76.9%
522 12 49 20 State Auditor	30,000.00	22,921.24	7,078.76	76.4%
012 Administrative	1,021,942.00	243,879.44	778,062.56	23.9%
522 13 41 00 Levy Publication Services	72,000.00	17,009.95	54,990.05	23.6%
522 13 49 00 Commissioner Elections	10,000.00	0.00	10,000.00	0.0%
013 Election	82,000.00	17,009.95	64,990.05	20.7%
522 14 41 00 Legal Services	25,000.00	6,765.54	18,234.46	27.1%
014 Legal	25,000.00	6,765.54	18,234.46	27.1%
522 20 10 10 Mobilization Wages	30,000.00	0.00	30,000.00	0.0%
522 20 20 10 Mobilization Benefits	9,000.00	0.00	9,000.00	0.0%
522 20 24 10 Physicals/Innoculation	63,000.00	2,414.00	60,586.00	3.8%
522 20 28 00 Uniforms (All Non-PPE)	36,000.00	3,931.26	32,068.74	10.9%
522 20 31 00 Expendable Incident Supplies	500.00	0.00	500.00	0.0%
522 20 35 00 Tools & Equipment	2,500.00	0.00	2,500.00	0.0%
522 20 41 00 Assessment Fees	6,000.00	0.00	6,000.00	0.0%

BUDGET EXPENDITURE REPORT

BENTON COUNTY FIRE PROTECTION DISTRICT

Time: 11:23:37 Date: 04/03/2024

Page: 2

001 General Fund 6841

01/01/2024 To: 12/31/2024

Expenditures	Amt Budgeted	Expenditures	Remaining	
522 Fire Control				
522 20 48 00 Uniform Maintenance	1,000.00	0.00	1,000.00	0.0%
020 Operations	148,000.00	6,345.26	141,654.74	4.3%
522 21 10 10 Salary - Firefighters	2,503,574.00	598,251.29	1,905,322.71	23.9%
522 21 10 71 Overtime - Firefighters	260,000.00	53,459.10	206,540.90	20.6%
522 21 10 80 Resident Reimbursement	100,000.00	7,545.00	92,455.00	7.5%
522 21 10 90 Volunteer Reimbursement	66,000.00	13,394.00	52,606.00	20.3%
522 21 20 04 HRA Benefits	69,000.00	15,870.00	53,130.00	23.0%
522 21 20 10 Benefits - Firefighters	722,136.00	134,289.24	587,846.76	18.6%
522 21 20 71 Benefits - Overtime FF	67,600.00	10,888.80	56,711.20	16.1%
522 21 20 80 Benefits - Resident Reimbursement	6,000.00	577.21	5,422.79	9.6%
522 21 20 90 Benefits - Volunteer	6,000.00	1,024.64	4,975.36	17.1%
522 21 28 20 PPE - Protective Clothing	70,000.00	1,598.07	68,401.93	2.3%
522 21 31 00 Expendable Supplies - Suppression	0.00	361.55	(361.55)	0.0%
522 21 31 10 Supplies - Support Service	4,000.00	776.75	3,223.25	19.4%
522 21 35 10 Tools & Equipment -Suppression	5,750.00	747.03	5,002.97	13.0%
522 21 35 11 Hose Replacement	12,075.00	6,557.62	5,517.38	54.3%
522 21 35 12 Nozzle Replacement	10,005.00	1,875.01	8,129.99	18.7%
522 21 35 13 Tools - Support Service	5,000.00	0.00	5,000.00	0.0%
522 21 41 00 Professional Services	12,000.00	0.00	12,000.00	0.0%
522 21 48 00 Equipment Repair & Maint	1,550.00	0.00	1,550.00	0.0%
522 21 48 10 Fire Extinguisher Maint	1,600.00	0.00	1,600.00	0.0%
522 21 48 80 SCBA Air Compressor	1,000.00	0.00	1,000.00	0.0%
522 21 48 90 SCBA Repair/Maintenance	2,000.00	3,656.67	(1,656.67)	182.8%
021 Suppression	3,925,290.00	850,871.98	3,074,418.02	21.7%
522 24 31 00 Expendable Supplies - Radios	500.00	55.49	444.51	11.1%
522 24 35 00 Non-Expendable Supplies - Radios	70,000.00	115.06	69,884.94	0.2%
522 24 41 00 Dispatch Services	115,000.00	27,750.00	87,250.00	24.1%
522 24 41 10 VHF Maintenance Fee	16,799.30	0.00	16,799.30	0.0%
522 24 48 00 Repair & Maintenance - Radios	5,000.00	0.00	5,000.00	0.0%
024 Communications	207,299.30	27,920.55	179,378.75	13.5%
522 30 31 00 Expendable Supplies-Prevention	10,000.00	243.58	9,756.42	2.4%
522 30 31 10 Smoke Alarm Program	1,000.00	0.00	1,000.00	0.0%
522 30 35 00 Tools & Equipment - Prevention	1,500.00	0.00	1,500.00	0.0%
522 30 48 00 Repair & Maintenance - Prevention	100.00	0.00	100.00	0.0%
522 30 48 10 Newsletter/Education Flyers	1,000.00	0.00	1,000.00	0.0%
030 Public Information	13,600.00	243.58	13,356.42	1.8%
522 45 31 00 Expendable Supplies - Training	10,000.00	299.98	9,700.02	3.0%
522 45 31 10 Training Computer Software	15,000.00	0.00	15,000.00	0.0%
522 45 35 00 Tools & Equipment - Training	7,000.00	295.69	6,704.31	4.2%
522 45 41 00 Professional Service	1,500.00	0.00	1,500.00	0.0%
522 45 43 00 Travel - Mileage & Air(Operations)	3,500.00	657.75	2,842.25	18.8%
522 45 43 01 Travel - Mileage&Air(Admin)	2,400.00	0.00	2,400.00	0.0%
522 45 43 03 Travel - Mileage&Air(EMS)	6,500.00	296.40	6,203.60	4.6%
522 45 43 04 Travel -Mileage&Air(Safety)	1,200.00	22.86	1,177.14	1.9%
522 45 43 10 PerDiem & Lodging(Operations)	11,000.00	264.14	10,735.86	2.4%
522 45 43 11 PerDiem & Lodging(Admin)	6,800.00	0.00	6,800.00	0.0%
522 45 43 13 PerDiem & Lodging(EMS)	8,000.00	619.69	7,380.31	7.7%
522 45 43 14 PerDiem & Lodging(Safety)	2,500.00	1,100.05	1,399.95	44.0%

BUDGET EXPENDITURE REPORT

BENTON COUNTY FIRE PROTECTION DISTRICT

Time: 11:23:37 Date: 04/03/2024

Page: 3

001 General Fund 6841 01/01/2024 To: 12/31/2024

Expenditures	Amt Budgeted	Expenditures	Remaining	
522 Fire Control				
522 45 43 20	Registration Fees(Operations)	26,000.00	3,881.14	22,118.86 14.9%
522 45 43 21	Registration Fees(Admin)	3,500.00	550.00	2,950.00 15.7%
522 45 43 23	Registration Fees(EMS)	7,900.00	808.04	7,091.96 10.2%
522 45 43 24	Registration Fees(Safety)	2,000.00	525.00	1,475.00 26.3%
522 45 43 30	Tuition Reimbursement	12,000.00	0.00	12,000.00 0.0%
522 45 43 98	Career Tuition	15,000.00	1,811.08	13,188.92 12.1%
522 45 43 99	Article 32 MED EMS Training	34,500.00	450.00	34,050.00 1.3%
045 Training		176,300.00	11,581.82	164,718.18 6.6%
522 50 31 00	Expendable Supplies -Facilities	7,500.00	1,169.72	6,330.28 15.6%
522 50 35 00	Tools & Equipment - Facilities	7,000.00	7,050.09	(50.09) 100.7%
522 50 45 00	Lease-Sta 410	5,000.00	0.00	5,000.00 0.0%
522 50 47 10	Electricity	38,000.00	11,419.52	26,580.48 30.1%
522 50 47 20	Water/Sewer/Natural Gas	25,000.00	3,650.01	21,349.99 14.6%
522 50 48 00	Repair & Maint. - Facilities	70,000.00	11,909.20	58,090.80 17.0%
050 Facilities		152,500.00	35,198.54	117,301.46 23.1%
522 60 31 00	Expendable Supplies - Automotive	3,000.00	1,217.57	1,782.43 40.6%
522 60 32 00	Fuels	58,300.00	8,956.68	49,343.32 15.4%
522 60 35 00	Tools, Equipment & Parts - Automotive	5,350.00	777.36	4,572.64 14.5%
522 60 48 00	3rd party repair & Maint. - Automotive	112,125.00	35,405.76	76,719.24 31.6%
060 Automotive		178,775.00	46,357.37	132,417.63 25.9%
522 70 31 00	Expendable Supplies - EMS	60,000.00	18,330.22	41,669.78 30.6%
522 70 35 00	Small Tools & Minor Equip	10,800.00	1,339.40	9,460.60 12.4%
522 70 41 02	EMS Assessment Fee	5,000.00	1,531.53	3,468.47 30.6%
522 70 41 10	Contract Services - EMS	121,200.00	4,689.67	116,510.33 3.9%
070 EMS		197,000.00	25,890.82	171,109.18 13.1%
522 Fire Control		6,168,106.30	1,279,595.56	4,888,510.74 20.7%
589 Payroll Clearing				
589 90 00 00	Payroll Clearing	0.00	(1,634.42)	1,634.42 0.0%
589 Payroll Clearing		0.00	(1,634.42)	1,634.42 0.0%
591 Debt Service				
591 22 71 02	Capital Lease Principal	62,726.00	0.00	62,726.00 0.0%
592 22 83 02	Capital Lease Interest	49,395.00	0.00	49,395.00 0.0%
591 Debt Service		112,121.00	0.00	112,121.00 0.0%
594 Capital Expenditures				
594 22 62 00	Capital Building	22,055.00	0.00	22,055.00 0.0%
594 22 63 00	Capital Apparatus And Equipment	400,693.00	347,829.98	52,863.02 86.8%
022 Capital		422,748.00	347,829.98	74,918.02 82.3%
594 Capital Expenditures		422,748.00	347,829.98	74,918.02 82.3%

BUDGET EXPENDITURE REPORT

BENTON COUNTY FIRE PROTECTION DISTRICT

Time: 11:23:37 Date: 04/03/2024

Page: 4

001 General Fund 6841

01/01/2024 To: 12/31/2024

Expenditures	Amt Budgeted	Expenditures	Remaining	
597 Interfund Transfers				
597 00 01 61 Transfer Out To 601	425,670.00	0.00	425,670.00	0.0%
597 Interfund Transfers	425,670.00	0.00	425,670.00	0.0%
Fund Expenditures:	7,128,645.30	1,625,791.12	5,502,854.18	22.8%
Fund Excess/(Deficit):	(7,128,645.30)	(1,625,791.12)		

BUDGET EXPENDITURE REPORT

BENTON COUNTY FIRE PROTECTION DISTRICT

Time: 11:23:37 Date: 04/03/2024

Page: 5

110 EMS Fund 6848

01/01/2024 To: 12/31/2024

Expenditures	Amt Budgeted	Expenditures	Remaining	
522 Fire Control				
522 70 35 10 Small Tools And Minor Equipment	0.00	110.07	(110.07)	0.0%
522 70 41 00 Ambulance Billing Service Fee	0.00	3,642.35	(3,642.35)	0.0%
522 70 41 20 Ambulance Over Payment	0.00	200.00	(200.00)	0.0%
522 70 48 10 Equipment Repairs & Maintenance	3,000.00	0.00	3,000.00	0.0%
522 Fire Control	3,000.00	3,952.42	(952.42)	131.7%
597 Interfund Transfers				
597 00 01 10 Transfer Out To 001	2,614,828.00	0.00	2,614,828.00	0.0%
597 Interfund Transfers	2,614,828.00	0.00	2,614,828.00	0.0%
Fund Expenditures:	2,617,828.00	3,952.42	2,613,875.58	0.2%
Fund Excess/(Deficit):	(2,617,828.00)	(3,952.42)		

BUDGET EXPENDITURE REPORT

BENTON COUNTY FIRE PROTECTION DISTRICT

Time: 11:23:37 Date: 04/03/2024

Page: 6

201 EMS Bond Fund 6842

01/01/2024 To: 12/31/2024

Expenditures	Amt Budgeted	Expenditures	Remaining	
591 Debt Service				
591 22 71 01 Bond Principal Payment	205,000.00	0.00	205,000.00	0.0%
592 22 83 01 Bond Interest Payment	266,900.00	0.00	266,900.00	0.0%
591 Debt Service	471,900.00	0.00	471,900.00	0.0%
Fund Expenditures:	471,900.00	0.00	471,900.00	0.0%
Fund Excess/(Deficit):	(471,900.00)	0.00		

BUDGET EXPENDITURE REPORT

BENTON COUNTY FIRE PROTECTION DISTRICT

Time: 11:23:37 Date: 04/03/2024

Page: 7

401 Construction Fund 6844

01/01/2024 To: 12/31/2024

Expenditures	Amt Budgeted	Expenditures	Remaining	
594 Capital Expenditures				
594 22 62 01 Building Upgrade	300,000.00	0.00	300,000.00	0.0%
594 Capital Expenditures	300,000.00	0.00	300,000.00	0.0%
Fund Expenditures:	300,000.00	0.00	300,000.00	0.0%
Fund Excess/(Deficit):	(300,000.00)	0.00		

BUDGET EXPENDITURE REPORT

BENTON COUNTY FIRE PROTECTION DISTRICT

Time: 11:23:37 Date: 04/03/2024

Page: 8

601 Reserve Fund 6846

01/01/2024 To: 12/31/2024

Expenditures	Amt Budgeted	Expenditures	Remaining
594 Capital Expenditures			
594 22 63 51 Capital Apparatus	400,000.00	0.00	400,000.00 0.0%
594 Capital Expenditures	400,000.00	0.00	400,000.00 0.0%
Fund Expenditures:	400,000.00	0.00	400,000.00 0.0%
Fund Excess/(Deficit):	(400,000.00)	0.00	

BUDGET EXPENDITURE REPORT

BENTON COUNTY FIRE PROTECTION DIS

Time: 11:23:37 Date: 04/03/2024

Page: 9

Fund	Revenue Budgeted	Received		Expense Budgeted	Spent	
001 General Fund 6841	0.00	0.00	0.0%	7,128,645.30	1,625,791.12	23%
110 EMS Fund 6848	0.00	0.00	0.0%	2,617,828.00	3,952.42	0%
201 EMS Bond Fund 6842	0.00	0.00	0.0%	471,900.00	0.00	0%
401 Construction Fund 6844	0.00	0.00	0.0%	300,000.00	0.00	0%
601 Reserve Fund 6846	0.00	0.00	0.0%	400,000.00	0.00	0%
	<u>0.00</u>	<u>0.00</u>	<u>0.0%</u>	<u>10,918,373.30</u>	<u>1,629,743.54</u>	<u>14.9%</u>

ACCOUNTS PAYABLE

BENTON COUNTY FIRE PROTECTION DISTRICT #4

Time: 09:11:40 Date: 04/03/2024
Page: 1

As Of: 04/12/2024

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
13860	04/12/2024	04/12/2024	ABV	486.98	PEST CONTROL
522 50 48 00	Repair & Maint. - Facilities	001 000 522	General Fund 68	486.98	PEST CONTROL
Invoice					
29914				486.98	PEST CONTROL
13861	04/12/2024	04/12/2024	AT&T MOBILITY	126.92	FIRSTNET
522 12 42 10	Cellular Phone Service	001 000 522	General Fund 68	126.92	FIRSTNET
Invoice					
03192024				126.92	FIRSTNET
13862	04/12/2024	04/12/2024	BENTON RURAL ELECTRIC	3,183.88	ELECTRIC
522 50 47 10	Electricity	001 000 522	General Fund 68	1,357.21	STA420-172850825
522 50 47 10	Electricity	001 000 522	General Fund 68	53.81	WELL-34400
522 50 47 10	Electricity	001 000 522	General Fund 68	194.99	SHOP-602700
522 50 47 10	Electricity	001 000 522	General Fund 68	986.55	STA430-892000
522 50 47 10	Electricity	001 000 522	General Fund 68	591.32	STA410-31760125
Invoice					
03312024				3,183.88	ELECTRIC
13863	04/12/2024	04/12/2024	BORSCHOWA, MATTHEW J	211.50	PER DIEM-ABC360 CONF - BORSCHOWA
522 45 43 13	PerDiem & Lodging(EMS)	001 000 522	General Fund 68	211.50	PER DIEM-ABC360 CONF
Invoice					
03182024				211.50	PER DIEM-ABC360 CONF - BORSCHOWA
13875	04/12/2024	04/12/2024	BRINK, FREDERICK T	28.01	MILEAGE-TRI-COUNTY COMM MTG; INTERVIEW
522 11 43 00	Travel-Mileage & Airfare	001 000 522	General Fund 68	28.01	MILEAGE
Invoice					
022024				28.01	MILEAGE-TRI-COUNTY COMM MTG; INTERVIEW
13881	04/12/2024	04/12/2024	CASCADE FIRE - OREGON	1,050.62	BOOTS (3)
522 20 28 00	Uniforms (All Non-PPE)	001 000 522	General Fund 68	1,050.62	BOOTS (3)

ACCOUNTS PAYABLE

BENTON COUNTY FIRE PROTECTION DISTRICT #4

Time: 09:11:40 Date: 04/03/2024
Page: 2

As Of: 04/12/2024

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
13864 04/12/202404/12/2024921					
Invoice					
	11131			1,050.62	BOOTS (3)
CASCADE NATURAL GAS					
	522 50 47 20	Water/Sewer/Natural Gas	001 000 522 General Fund 68	293.89	NATURAL GAS
13865 04/12/202404/12/2024474					
Invoice					
	03152024			293.89	NATURAL GAS
EVERGREEN LAWN CARE, INC					
	522 50 48 00	Repair & Maint. - Facilities	001 000 522 General Fund 68	3,076.21	STA410 & 420 WEED ABATEMENT
Invoice					
	361463			979.38	STA420 WEED ABATEMENT
	361464			1,016.35	STA420 WEED ABATEMENT
	361678			863.08	STA410 WEED ABATEMENT
	361679			217.40	STA410 WEED ABATEMENT
13866 04/12/202404/12/2024126					
Invoice					
	522 12 41 20	Professional Services	001 000 522 General Fund 68	2,224.20	TCRA SHARED COST ADD'L FOR 2024; ADMIN
	522 45 43 20	Registration Fees(Operati	001 000 522 General Fund 68	259.44	SUPPORT JAN-MAR
13884 04/12/202404/12/2024595					
Invoice					
	326			2,224.20	ADMIN SUPPORT JAN-MAR
	329			259.44	TCRA SHARED COST ADD'L FOR 2024
GAIDOS, KEVIN G					
	522 45 43 00	Travel - Mileage & Air(Opera	001 000 522 General Fund 68	72.00	PER DIEM, PARAMEDIC LECTURE-GAIDOS
	522 45 43 10	PerDiem & Lodging(Operati	001 000 522 General Fund 68	95.14	MILEAGE
13867 04/12/202404/12/2024876					
Invoice					
	032024			167.14	PER DIEM, PARAMEDIC LECTURE-GAIDOS
ISOUTSOURCE					
	522 12 41 00	Contract Services	001 000 522 General Fund 68	1,716.92	MONITORING
Invoice					

ACCOUNTS PAYABLE

BENTON COUNTY FIRE PROTECTION DISTRICT #4

Time: 09:11:40 Date: 04/03/2024
Page: 3

As Of: 04/12/2024

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
			293155	1,716.92	MONITORING
13868	04/12/2024	04/12/2024	LIFE ASSIST	507.85	EMS SUPPLIES
522 70 31 00	Expendable Supplies - EMS		001 000 522 General Fund 68	507.85	EMS SUPPLIES
			Invoice		
			1415891	507.85	EMS SUPPLIES
13876	04/12/2024	04/12/2024	LIFE ASSIST	3,407.66	EMS SUPPLIES
522 70 31 00	Expendable Supplies - EMS		001 000 522 General Fund 68	3,407.66	EMS SUPPLIES
			Invoice		
			1419917	1,602.86	EMS SUPPLIES
			1421633	1,757.55	EMS SUPPLIES
			1421711	47.25	EMS SUPPLIES
13877	04/12/2024	04/12/2024	LN CURTIS & SONS	8,373.66	HOSE; ADAPTER; MAINT
522 21 35 11	Hose Replacement		001 000 522 General Fund 68	5,997.04	HOSE
522 21 35 12	Nozzle Replacement		001 000 522 General Fund 68	397.19	ADAPTERS
522 60 48 00	3rd party repair & Maint. - A		001 000 522 General Fund 68	1,979.43	MAINT
			Invoice		
			808732	1,979.43	MAINTENANCE
			807940	397.19	ADAPTERS
			808162	5,997.04	HOSE
13882	04/12/2024	04/12/2024	MCGAVICK GRAVES ATTORNEY AT LAW	379.50	EMPLOYMENT MATTERS
522 14 41 00	Legal Services		001 000 522 General Fund 68	379.50	EMPLOYMENT MATTERS
			Invoice		
			39622	379.50	EMPLOYMENT MATTERS
13878	04/12/2024	04/12/2024	NEW FRONTIER EMERGENCY MEDICINE, LLC	308.04	MEDICINE SYMPOSIUM
522 45 43 23	Registration Fees(EMS)		001 000 522 General Fund 68	308.04	MEDICINE SYMPOSIUM
			Invoice		
			67	308.04	MEDICINE SYMPOSIUM
13869	04/12/2024	04/12/2024	NEWEGG	1,097.78	COMPUTER PARTS

ACCOUNTS PAYABLE

BENTON COUNTY FIRE PROTECTION DISTRICT #4

Time: 09:11:40 Date: 04/03/2024
Page: 4

As Of: 04/12/2024

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
522 12 35 10	Office Computer Equipment	001 000 522 General Fund 68		1,097.78	COMPUTER PARTS
	Invoice				
	1304933140			554.34	COMPUTER PARTS
	1304933464			543.44	COMPUTER PARTS
13870 04/12/202404/12/2024824	PALADIN BACKGROUND			96.00	BACKGROUNDS (4)
522 12 44 00	Advertising/Notices/Recruiti	001 000 522 General Fund 68		96.00	BACKGROUNDS (4)
	Invoice				
	5662			96.00	BACKGROUNDS (4)
13883 04/12/202404/12/2024306	SNURE SEMINARS			400.00	PROCUREMENT LAW UPDATE - DEPT ACCESS PASS
522 45 43 21	Registration Fees(Admin)	001 000 522 General Fund 68		400.00	PROCUREMENT LAW UPDATE - DEPT ACCESS PASS
	Invoice				
	008			400.00	PROCUREMENT LAW UPDATE - DEPT ACCESS PASS
13871 04/12/202404/12/2024322	STAPLES ADVANTAGE			262.22	STATION SUPPLIES
522 50 31 00	Expendable Supplies - Faciliti	001 000 522 General Fund 68		262.22	STATION SUPPLIES
	Invoice				
	3561991633			262.22	STATION SUPPLIES
13872 04/12/202404/12/2024931	US BANK COPIER LEASE			1,340.73	COPIER LEASE 4/30-7/31/24
522 12 45 00	Equipment Lease/Maint	001 000 522 General Fund 68		1,340.73	COPIER LEASE
	Invoice				
	524872231			1,340.73	COPIER LEASE 4/30-7/31/24
13879 04/12/202404/12/2024347	US LINEN & UNIFORM			441.04	MAT SERVICE
522 50 48 00	Repair & Maint. - Facilities	001 000 522 General Fund 68		441.04	MAT SERVICE
	Invoice				
	3287572			62.15	MAT SERVICE
	3294785			62.15	MAT SERVICE
	3285760			49.68	MAT SERVICE

ACCOUNTS PAYABLE

BENTON COUNTY FIRE PROTECTION DISTRICT #4

Time: 09:11:40 Date: 04/03/2024
Page: 5

As Of: 04/12/2024

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
	3289467			108.69	MAT SERVICE
	3296669			108.69	MAT SERVICE
	3292958			49.68	MAT SERVICE
13873	04/12/202404/12/2024465		VERIZON WIRELESS	720.92	CELL SERVICE
	522 12 42 10	Cellular Phone Service	001 000 522 General Fund 68	720.92	CELL SERVICE
			Invoice		
	9959294495			720.92	CELL SERVICE
13880	04/12/202404/12/2024817		VOYAGER	1,579.77	FUEL
	522 60 32 00	Fuels	001 000 522 General Fund 68	2,413.01	FUEL
	522 60 32 00	Fuels	001 000 522 General Fund 68	-833.24	CREDIT ON ACCOUNT
			Invoice		
	8693879692414			2,413.01	FUEL
	8693879692414			-833.24	CREDIT ON ACCOUNT
13874	04/12/202404/12/2024907		ZIPLY FIBER	517.84	DEDICATED PHONE LINES
	522 12 42 00	Phone Service	001 000 522 General Fund 68	517.84	DEDICATED PHONE LINES
			Invoice		
	031024			517.84	DEDICATED PHONE LINES
			Fund		
	001 General Fund 6841			32,258.72	
			Report Total:		32,258.72

We, the undersigned, do hereby certify that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation against Benton County Fire District #4, and that we are authorized to authenticate and certify to said claim.

**Memorandum of Understanding
between
Benton County Fire Protection District #4
and
People For People- Greater Columbia 211 (PFP 211)
Project: Simply Serving Transportation**

This MOU is made and entered into by and between West Richland Fire Dept., hereinafter referred to as the Partner Agency, and **People For People- Greater Columbia 211**, hereinafter referred to as Lead Agency.

Purpose:

The purpose of this MOU is to outline the cooperative relationship between the Partner Agency and the Lead Agency to provide transportation assistance in the form of transit passes, transit tickets, and/or ride service passes/codes (if applicable). This assistance is herein referred to as passes (non-cash).

Statement of Mutual Interests & Benefits:

People For People (PFP) has received funding from Greater Health Now to offer the **Simply Serving Transportation** project that will provide free transportation passes to partner agencies that have expressed interest in providing these passes directly to their clients in-need of transportation assistance. The service area for this contract is: Benton, Franklin, Kittitas, and Yakima counties. PFP will work directly with our Partner Agencies to disseminate the passes based on client need.

People For People desires to establish a cooperative relationship with Partner Agency to help get these passes to their clients, patients, or customers who need transportation help.

People For People reserves the right to purchase and disseminate passes directly to our clients or other individuals we interact with (i.e. via outreach events) who need transportation passes.

Conditions:

1. The Partner Agency certifies that it does not discriminate in its leadership, staff, or service on the basis of age, gender, gender identity, race, ethnicity, sexual orientation, disability, national origin, political affiliation, or religious belief.
2. Transit passes, tickets, or ride service codes (if applicable) provided by the Lead Agency and distributed to the Partner Agency should be treated like cash (funds) and distributed per the attached Scope of Work and follow the project goals and objectives agreed to by the Partner Agency.

Greater Health Now Standard Terms of Agreement for Project:

1. Funds (Passes) may be expended only for the purpose and activities set forth in this MOU or as modified in writing by the Lead Agency.
2. Funds (Passes) not expended by December 31, 2024 shall be returned to the Lead Agency.
3. Funds must be used for the transportation of individuals to community resources and activities that improve their quality of life.

4. No part of this project shall be used to: influence the outcome of any specific public election, or to carry on (directly or indirectly) any voter registration driving within the meaning of Code section 4945(b)3 or the organizational grant requirements of Code 4945(b)4, (c) to undertake any activity for any purpose other than a charitable purpose specified in Code section 170(c)2(b), or (d) to provide material support or resources to any individual or entity that it knows, or has reason to know, is an individual or entity that advocates, plans, sponsors, engages in, or has engaged in terrorist activity.

B. Grant Accounting, Record, and Reports

1. The Partner Agency maintains records and accounts consistent with generally accepted accounting principles.
2. The Partner Agency represents that it is an organization that is exempt from tax under section 501(c)3 of the Internal Revenue Code.
3. The Partner Agency certifies that accounts and supporting documents relating to the project dissemination of funds will be adequate to permit an accurate and expeditious audit by the Lead Agency.
4. The Partner Agency agrees to retain all relevant books, documents, papers, and records pertaining to this project for a period of three years after the termination of the grant.
5. The Lead Agency may schedule site visits and/or meetings as part of its regular monitoring and evaluation process.
6. The Partner Agency agrees to submit reports in accordance with the schedule set forth in the attached Scope of Work. The reports will not include any individually identifiable health information as defined under the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

C. Modification of MOU

1. The passes received by the Partner Agency will be distributed in the manner described in the Scope of Work and project goals and objectives.
2. If the Partner Agency proposes significant changes in the purpose, goals, population served, timing, activities, and/or expectations set forth in the Scope of Work, it should be communicated with and approved by the Lead Agency. The modification should be in writing and signed by both the Partner Agency and the Lead Agency.
3. The Partner Agency shall promptly notify the Lead Agency in writing within thirty days of any of the following:
 - a) Change in key personnel of the project.
 - b) Change in address, phone number, or email address.
 - c) Change in the organization's name.
 - d) Change in non-profit or tax status.
 - e) Any other development that could significantly affect the operation of the project.

D. Discontinuing or Modifying Project Funds

The Lead Agency may discontinue or modify funds provided to the Partner Agency if they have not complied with the terms and conditions provided in this MOU. Passes may be discontinued due to any funding limitations imposed on the Lead Agency by the funding agency, Greater Health Now, or when all funds related to this project have been expended.

E. Limited Liability and Indemnification

The recipient of the passes acknowledges and agrees that this project concludes on 12/31/24. This partnership in no way obligates People For People to provide future support, monetarily or otherwise. Should any claim, cause of action or other obligations or liabilities arise due to the Partner Agency's use of the passes or the program/project supported by this MOU, the parties acknowledge and agree that People For People shall not be held liable or named as a party to any such claim or action.

To the fullest extent permitted by law the Partner Agency shall indemnify, defend, and hold harmless the Lead Agency and its officers, employees, agents, and volunteers from all claims, suits, actions, liability, damages, judgments, costs, and expenses (including reasonable attorney's fees) which result from and arise out of the sole negligence of the Partner Agency, its officials, officers, employees, and agents.

The Lead Agency agrees to hold harmless, indemnify and defend the Partner Agency, including its officers, employees, and agents, from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) which result from or arise out of the sole negligence of Lead Agency, its officials, officers, employees and agents.

In the event that the officers, agents, and/or employees of both the Partner Agency and Lead Agency are negligent, each party shall be liable for its contributory share of negligence for any suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees).

Nothing contained in this section shall be construed to create a right of indemnification in any third party.

Compensation:

No financial (cash) compensation will be provided.

Process:

Each Partner Agency will be responsible for submitting a monthly status report (including pass reconciliation documentation) and a monthly pass request form.

Monthly Reporting Form- See Attachment B

Transportation Pass(es) Request Form- See Attachment C

Report Due Dates:

The 10th of the month following the month of service. For example, any passes provided to a Partner Agency client in February will be reported in the February report that is due March 10th. No passes will be issued by the Lead Agency after December 1, 2024. The final report will be due on or before January 10, 2025.

Program Monitoring Check-in:

People For People will plan to meet in-person or via Zoom in June or July, 2024, with the Partner Agency to check on the status of the project and the passes. We will review the information of approximately 5% of clients who received a pass. The Lead Agency reserves the right to monitor this project on an ongoing basis.

MOU Duration:

January 1, 2024- December 31, 2024

Termination of MOU:

This MOU may be terminated at any time without cause by giving thirty (30) days prior written notice to the other party pursuant to this MOU.

Notices:

Any notice required to be given pursuant to the terms and provision hereof, shall be in writing and shall be sent by certified mail, return receipt requested, postage prepaid to:

People For People: ATTN: Stacy Kellogg
 304 W. Lincoln Avenue
 Yakima, WA. 98902

Partner Agency: ATTN: Matthew Borschowa

Notices delivered personally will be deemed communicated upon receipt. Mailed notices will be deemed communicated upon receipt.

Approved By:

People For People

Printed Name: Madelyn Carlson

Signature: _____ **Position: CEO**

Date: _____

Organization: Benton County Fire Protection District #4

Printed Name: Matthew Borschowa

Signature: _____ **Position:** _____

Date: _____

EXHIBIT A

Scope of Work

Partner Agency acknowledges People For People's contractual requirements for the Greater Health Now Connect2Everyone- Simply Serving Transportation project funding and goals and agrees to mutually support the following activities as listed in this Scope of Work.

Project Description:

The Simply Serving Transportation project will work with community partners to provide free bus tickets to adults 19 years and older. This will include Dial-a-Ride passes for individuals and their caregivers who meet the eligibility requirements. The free transportation assistance will be for individuals to get to medical appointments, nutrition services (i.e., food banks, congregate meal sites, grocery shopping), WorkForce activities (school, work, or training programs) and to recreational activities to reduce isolation and create a stronger sense of community allowing all people to connect to their community. The Simply Serving project will be available to anyone who needs transportation assistance and is not currently eligible for other transportation programs. The individual should have no, low, or limited income which will be determined by our partners whose clients need this service.

Required Activities:

1. Read, sign, and return the Memorandum of Understanding provided by People For People;
2. Utilize the *Simply Serving Transportation Pass Request Form* to order passes each month and submit it, no later than the 15th of the month prior to the service month, to jnewsom@pfp.org;
3. Track the dissemination of each transit pass utilizing the reconciliation portion of the *Monthly Report*;
4. Ensure the client/customer does not have the means or funds to obtain transportation services on their own behalf. A client self-attestation will be provided on the *Simply Serving Transportation Customer Form*.
5. Complete the *Simply Serving Transportation Customer Form* for each customer who receives a pass. If the customer refuses to answer the questions on the form, the Partner Agency should write the customer's name on the form and check the *unable/unwilling to answer* option on the form;
6. Provide a 211-information rack card to each individual receiving assistance through the project and encourage them to contact 211 for additional resources, including help completing a SNAP application;
7. Identify customers who are seeking medical transportation and are on Washington State Apple Health and have a current ProviderOne card to inform them they may be eligible for free rides to medical appointments through the Non-Emergency Medical Transportation (NEMT) program. Customers can call the NEMT office to see if they qualify for free rides to medical appointments. The customer can call the NEMT office directly at 1-800-233-1624 or simply call 211 for more information.
8. Complete the *Simply Serving Monthly Reporting and Reconciliation Form* and submit it no later than the 10th of each month for the prior month's activities;
9. Return any unused Monthly Transit Passes;
10. Participate in program monitoring meeting set-up by Lead Agency.

EXHIBIT B

Simply Serving Reporting and Reconciliation Form- Attachment 1

This report will be due by the 10th of each month following the month of service (for example, for passes disseminated in March, the monthly report will be due by April 10th).

Reporting will include:

How many individuals served

Age of recipients

Race/Ethnicity

Refugees status

Unhoused/Homeless

Zip Code

Receiving Medicaid

Purpose/Need for transportation

Success Stories

Send report to: Joyce Newsom at jnewsom@pfp.org and copy Stacy Kellogg at skellogg@pfp.org

EXHIBIT C

Simply Serving Transportation Pass Request Form- Attachment 2

The Request Form will include the following (see Attachment 2):

People For People- Simply Serving Project				Agency:
Monthly Transportation Pass Request Form				Person Completing Form:
Due-the 15th of each month				Manager/Director Sign:
				Date:
Transit Agency	Type/# of Passes:			
	<i>10 -Ride Ticket strips</i>	<i>Monthly Pass</i>	<i>DAR 10 Ride Ticket strips</i>	<i>DAR Monthly Pass</i>

The Request Form is due no later than the 15th of each month. Orders will submitted for the following month and the passes will be picked up from the project manager at a set time and location.

EXHIBIT D

Simply Serving Transportation Customer Form- Attachment 3

This form will be completed by each client/customer who receives transportation pass(es)/ticket(s) through this project. If the customer refuses to answer the questions on the form, the Partner Agency representative should write the customer's name on the form and check the *unable/unwilling to answer* option on the form. These forms will be used to assist the Partner Agency in completing the *Simply Serving Reporting and Reconciliation Form* monthly report and should be saved for monitoring purposes.

Form will include:

Name:

Gender:

Zip Code:

Phone Number:

Date of Birth/Age:

Race:

Ethnicity:

Are you a Refugee?

Are you currently unhoused/homeless?

Do you receive Medicaid?

What will you use the transportation pass for? (please check all that apply)

Medical/Dental/Prescription Pick-up

Meal Sites

Grocery Shopping

Recreational Activities

Work or Training

School

Other: please describe

I am utilizing this service because I do not currently have the funds to access transportation passes on my own and currently have no other supports or programs to assist me with this transportation need.

Printed Name: _____

Signature: _____

Agency/Program Representative receiving this form: _____

MASTER CONTRACTOR AWARD AGREEMENT

This MASTER CONTRACTOR AWARD AGREEMENT ("Agreement") is entered into as of January 1, 2024 ("Effective Date"), by and between GREATER COLUMBIA ACCOUNTABLE COMMUNITY OF HEALTH DBA GREATER HEALTH NOW, a 501(c)(3) nonprofit corporation with principal offices at 8836 W Gage Blvd Suite 202A , Kennewick WA 99336 ("GHN"), and BENTON COUNTY FIRE PROTECTION DISTRICT #4 ("Contractor"), a Washington political subdivision ("Entity Type") with principal offices at 2604 Bombing Range Rd, West Richland, WA 99353.

GHN seeks to advance the health of our population in the Greater Columbia Region, and GHN periodically receives grants from government agencies and third parties (each, a "Funding Source") to implement programs that further GHN's mission (hereinafter, "Award" or "Awards").

GHN desires to contract with Contractor to provide certain services related to Awards and to offer related Contractor Awards (as defined in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements, 2 C.F.R. Part 200 (the "Uniform Guidance"), on the terms and conditions set forth in this Agreement.

Contractor provides services that align with GHN's mission in one or more ways, and GHN desires to formalize an agreement with Contractor to provide certain services as more particularly described in this Agreement.

GHN and the Contractor agree to the following:

1. ENGAGEMENT; STATEMENT OF WORK

Contractor hereby agrees to provide to GHN, and GHN hereby engages Contractor as an independent contractor to provide, on the terms and conditions set forth in this Agreement, certain Services as more particularly defined herein. If GHN desires Contractor's Services with respect to all or a portion of such Award, GHN will submit a Statement of Work ("Statement of Work" or "SOW") to Contractor describing the Award, the nature and scope of the services required ("Services"), the timeframe for completion and any related milestones, the portion of the Award offered to Contractor for performance of such Services ("Contractor Award"), and any other terms deemed necessary or required by GHN. To be effective, each Statement of Work must be signed by an authorized representative of GHN and Contractor. Each appropriately executed SOW is incorporated into this Agreement by reference. Contractor shall perform all Services in a satisfactory manner as determined by GHN.

2. ROLE OF THIS AGREEMENT

Each SOW shall be deemed a separate agreement incorporating all of the terms and conditions of this Agreement. Contractor shall perform the Services in conformance with applicable laws, rules and regulations, and in accordance with the terms of this Agreement and the terms of the applicable SOW concerning time frame for completion and other specified terms. The parties intend for this Agreement to govern all Services provided by Contractor. The terms and provisions of this Agreement shall supersede any conflicting terms that may be included in any SOW, unless such SOW (a)

specifically cross-references this Agreement, and (b) states that it amends the terms and provisions of this Agreement.

3. TERM

This Agreement shall begin on January 1, 2024 (the “Effective Date”) and terminate on January 31, 2025 (the “End Date”) or such later date set forth in any outstanding SOWs (“Term”).

4. COMPENSATION

a. Payment of Funds. With respect to each SOW, GHN agrees to pay Contractor in accordance with the SOW and for the performance of the Services thereunder, not to exceed the offered Contractor Award as detailed in the SOW Exhibit B (“Incentive Allocation and Reporting Schedule”). The amount of Total SOW Funds, however, is subject to adjustment by GHN if a substantial change is made in the Services that affects the SOW or if this Agreement (or any particular SOW) is terminated prior to the expiration of the Agreement (or particular SOW) as provided in this Agreement or any specific term of an SOW. Costs incurred against the Total SOW Funds shall be incurred in accordance with the Uniform Guidance, the applicable Award and the authorizations, restrictions and requirements contained in the applicable Award and any amendments thereto and other applicable laws, regulations, grant terms and conditions or policies.

5. COMPLIANT WITH AGREEMENT AND APPLICABLE LAWS

Contractor shall perform all Services and related activities funded by this Agreement (i) the applicable contract provisions for non-federal entity contracts under federal awards required under Appendix II to the Uniform Guidance and attached hereto as Exhibit A (the “Required Contract Provisions”). In addition, the Contractor shall cooperate fully with GHN in its efforts to comply with the requirements of the Award, including any amendments and all SOWs in accordance with all applicable federal, state and local laws, including without limitation laws which regulate the use of the funds. The term “federal, state and local laws” as used in this Agreement shall mean all applicable statutes, rules, regulations, executive orders, directives or other laws, including all laws as presently in effect and as may be amended or otherwise altered during the Term, as well as all such laws which may be enacted or otherwise become effective during the Term to the extent that such laws apply to this Agreement and the Services. The term “federal, state and local laws” shall include, without limitation:

i. Authorizing Statute and Regulations. Any authorizing statute and regulations specifically referenced in an SOW (however, the lack of such reference shall not eliminate the obligation to comply with applicable laws and regulations).

ii. Restrictions on Lobbying. Contractor shall comply with the restrictions on lobbying. If the Contractor Award exceeds \$100,000 of Total SOW Funds under any SOW, Contractor must execute and deliver to GHN the certification in the form required by GHN (“Certification Regarding Lobbying”). In addition, Contractor shall comply with the applicable restrictions on lobbying contained in the federal appropriations act through which funds for the Contractor Award were appropriated.

iii. Covenant Against Contingent Fees. Contractor represents and warrants that no person or entity has been employed or retained to solicit or secure this Agreement, or any SOW, upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. In the event of a breach or violation of this representation and warranty, GHN shall have the right to annul this Agreement and any and all SOWs without liability or, in its discretion, to offset against amounts it owes Contractor under this Agreement or otherwise recover from Contractor the full amount of such commission, percentage, brokerage, or contingent fee, and to seek any other legal remedies available to it as a result of such breach.

iv. Suspension and Debarment. Contractor represents that neither it nor any of its principals has been debarred, suspended or determined ineligible to participate in federal assistance awards or contracts as defined in regulations implementing Office of Management and Budget Guidelines on Governmentwide Debarment and Suspension (Nonprocurement) in Executive Order 12549. Contractor further agrees that it will notify GHN immediately if it or any of its principals is placed on the list of parties excluded from federal procurement or non-procurement programs available at www.sam.gov.

v. DUNS Number. Contractor agrees and acknowledges that GHN may not grant the Contractor Award set forth in any SOW and Contractor may not receive the Contractor Award set forth in any SOW unless Contractor has provided its Data Universal Numbering System ("DUNS") number to GHN. The DUNS number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify business entities.

vi. Drug-Free Workplace. Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1988, 42 U.S.C. § 701 *et seq.* and 2 C.F.R. 182 which require all programs and activities receiving federal assistance to maintain a drug-free workplace.

vii. Licenses, Certifications, Permits, Accreditation. Contractor shall procure and keep current any license, certification, permit or accreditation required by federal, state or local law and shall submit to GHN proof of any licensure, certification, permit or accreditation upon request.

viii. Other GHN Agreements. Contractor shall fulfill all other agreements with GHN and comply with all federal, state and local laws applicable to programs funded by such agreements.

6. EMPLOYMENT LAWS AND POLICIES

Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, creed, national origin, ancestry, age, sex, sexual orientation, religion, genetic information, or disability. Contractor shall comply with all applicable provisions of federal, state and local laws prohibiting discrimination in employment.

7. PUBLICITY; PUBLIC ANNOUNCEMENTS

When issuing statements, press releases, requests for proposals, bid solicitation, and other documents describing project or programs funded in whole or in part with federal money, Contractor hereby agrees to consent with the Contractor Master Agreement, Consent to Public Statements, incorporated as Exhibit B.

Neither Party may make any public statements, including, without limitation, blog posts, any press releases, fliers, signage, etc., with respect to this Agreement or any SOW, without the prior written consent of the other Party (which consent may not be unreasonably withheld), except as may be required by law or under any Award. GHN has the authority (and in some instances, the obligation) to inform the Funding Source(s) on information about the Partners through ongoing reports, and GHN will not be in violation of this paragraph by providing such information.

8. PRIVACY

With exception to Master Contractor Award Agreement, Consent to Public Statements as defined as Contractor Consent to Public Statements incorporated as Exhibit B, any personal Information collected, used required in connection with this Agreement shall be used solely for the purposes of this Agreement, and shall not be released, divulge, published, transferred, sold or otherwise made known to unauthorized third parties. Provider agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to Personal Information. GHN reserves the right to monitor, review or investigate the use of Personal Information collected, used required by Provider through this Agreement. The monitoring, auditing or investigating by GHN may include, without limitation “salting” (the act of placing a record containing unique with false information in a database that can be used later to identify inappropriate disclosure of data contained in the database). Provider shall certify return or destruction of all Personal Information not later than the Completion Date. A breach of this provision shall constitute a material breach, thereafter resulting in the immediate termination of this Agreement and the right for GHN to demand the immediate return of any and all personal information. Provider agrees to defend, indemnify and hold GHN harmless from any and all damages arising out of or related to Providers unauthorized use of Personal Information. For purposes of this provision, “Personal Information” includes, without limitation, information identifiable to an individual that relates to a natural person’s health, finances, education, business, use or receipt of government services or other activities, names, addresses, telephone numbers, Social Security numbers, driver’s license numbers, financial programs, credit card numbers, and financial identifying numbers.

9. INTELLECTUAL PROPERTY RIGHTS

GHN shall own all rights, title and interest relating to any and all inventions, works of authorship, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by or for or on behalf of Contractor during the term of this Agreement that relate to the subject matter of or arise out of or in connection with the Services under all SOWs and this Agreement (collectively, “Work Product”). All Work Product is work made for hire to the extent allowed by law and, in addition, Contractor hereby makes all assignments necessary to accomplish the foregoing ownership. Contractor shall assist GHN to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce and defend any rights assigned. Contractor hereby irrevocably designates and appoints GHN as its agents and attorneys-in-fact, coupled with an interest, to act for and on Contractor’s behalf to execute and file any document and to do all other lawfully permitted acts to further the foregoing with the same legal force and effect as if executed by Contractor and all other creators or owners of the applicable Work Product. Contractor represents and warrants that all Work Product created for GHN under this Agreement is original and does not infringe on the rights of any third party. Contractor further agrees to indemnify, defend and hold harmless GHN from and against any and all claims, costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney's fees, arising out of or

related to any claims of intellectual property infringement by the Work Product. The parties also acknowledge and agree that with respect to each applicable Funding Sources, a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise to the extent use, and to authorize others to use for federal purposes is hereby reserved in and to the following: (i) the copyright in the Work Product; and (ii) any rights of copyright to which GHN, Contractor or a contractor purchases ownership under an Award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. This provision shall survive the expiration or termination of this Agreement.

10. REPRESENTATIONS AND WARRANTIES

Provider represents that Provider is familiar with, shall be governed by and shall comply with all Federal, State and local statutes, laws, ordinances and regulations including amendments and changes as they occur. Provider certifies that Provider and any and all personnel employed or engaged by Provider: are presently authorized to do business in Washington State and have the authority and possess all licenses to enter into this Agreement; are not presently, and will not be in the future, suspended, ineligible or disbarred wherein they would be unable to assist or perform under this Agreement; are not under investigation, have not been charged or convicted of fraud or a criminal offense in connection with obtaining, and attempting to obtain, or performing a public transaction or contract under a public transaction; have never been accused or convicted of any crime of dishonesty, moral turpitude or violence; are not in violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; are not presently indicted or otherwise criminally or civilly charged by a government entity with the commission of any offenses enumerated above and have not, within a three (3) year period preceding this Agreement, had one or more public transactions terminated for cause or default.

11. MUTUAL INDEMNIFICATION

Contractor shall defend and hold GHN, its employees, officers, directors, agents and representatives harmless from any and all third-party costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney's fees, which they may suffer arising out of or related to (a) any act or omission or neglect of Contractor, its employees, officers, directors, agents or representatives, or anyone else for whose acts Contractor may be responsible, in the performance of Contractor's obligations under this Agreement and any SOW; (b) the operation of Contractor's business; and (c) breach of this Agreement or terms of any SOW by Contractor as addressed in the remedial procedures set forth in Section 16. This provision shall survive the expiration or termination of this Agreement.

GHN shall defend and hold Contractor, its employees, officers, directors, agents and representatives harmless from any and all third-party costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney's fees, which they may suffer arising out of or related to (a) any act or omission or neglect of GHN, its employees, officers, directors, agents or representatives, or anyone else for whose acts GHN may be responsible, in the performance of GHN's obligations under this Agreement and any SOW; (b) the operation of Contractor's business; and (c) breach of this Agreement or terms of any SOW by GHN as addressed in the remedial procedures set forth in Section 16. This provision shall survive the expiration or termination of this Agreement.

12. INSURANCE

Contractor shall, at all times throughout the Term, carry commercial general liability insurance in such form and in such amounts as GHN may from time to time reasonably require against other insurable hazards and casualties that are commonly insured against in the performance of similar services as are to be provided under this Agreement.

All policies (other than workers' compensation and employer's liability insurance) providing such coverage shall name GHN as an additional insured with respect to Contractor's performance of Services under this Agreement and Statement of Work (SOW)s. Contractor shall provide GHN with certificates of insurance evidencing coverage within thirty (30) days after execution of this Agreement. Contractor shall provide GHN with thirty (30) days' advance written notice of any pending cancellation or non-renewal of any of the coverages required by GHN pursuant to this Agreement. Insurance coverages that expire before the expiration of the Agreement Term shall be promptly renewed by Contractor so that there is no gap in coverage. Contractor's failure to maintain insurance in the form and/or amounts required by GHN pursuant to this Agreement shall be deemed a material breach of this Agreement and GHN shall have the right thereupon to terminate this Agreement immediately in addition to any other remedy provided herein.

13. TERMINATION

a. By GHN. GHN may, by giving written notice to Contractor, terminate this Agreement in whole or in part for cause, which shall include: (i) failure for any reason of Contractor to fulfill timely and properly any of its obligations under this Agreement and each SOW; (ii) Contractor's default, breach or any intervening casualty which poses an immediate threat to life, health or safety; (iii) Contractor's breach of its representations, warranties and certifications contained in this Agreement and any SOW; (iv) the suspension or debarment or determination that Contractor or any of its principals are ineligible to participate in federal assistance awards or contracts; (v) Contractor's failure to maintain the insurance coverage in the form and/or amounts required by GHN pursuant to this Agreement; (vi) the submission by Contractor to GHN of reports that are incorrect or incomplete in any material respect; (vii) ineffective or improper use by Contractor of funds received under this Agreement; (viii) suspension, termination, in whole or in part of, or absence or reduction of appropriations for, grants or reimbursements to GHN; (ix) the necessity for termination and/or amendment of this Agreement so as to make any terms of this Agreement consistent with federal, state or local laws; (vi) fraudulent activities on the part of Contractor; and (x) the filing of bankruptcy, receivership or dissolution by or with respect to Contractor. GHN may also terminate this Agreement in whole or in part without cause upon thirty (30) days' written notice to Contractor. If Contractor is in breach upon notification from GHN Contractor has ten days to cure. If Contractor has not cured the breach within ten days of GHN notification of the requirement to cure by GHN, GHN may terminate this agreement.

b. By Contractor. If Contractor is unable or unwilling to comply with any additional conditions or requirements which may arise as a result of changes in or additions to any federal, state or local laws after the commencement of the Term, including without limitation those applied by the Funding Source in their grants and reimbursements to GHN upon which a Contractor Award under a SOW is based, and which thereby become applicable to Contractor during the Term, Contractor shall terminate this Agreement by giving written notice to GHN citing specifically the additional condition or requirement which Contractor is unable to unwilling to comply with. The effective date of such notice of termination

shall be no earlier than thirty (30) days from the date of the notice. If GHN fails to perform its obligations under this Agreement and such failure to continues for thirty (30) days following written notice from Contractor, then Contractor may terminate this Agreement.

c. Transfer of Performance Upon Termination. Upon giving or receiving notice of termination, GHN may require Contractor to ensure that adequate arrangements have been made for the transfer of performance of the Services to another entity or to GHN, including the reasonable payments of any costs involved in such transfer out of compensation otherwise due Contractor under this Agreement.

d. Disposition of Property. In the event of any termination of this Agreement, all property and finished or unfinished documents, data, studies, and reports purchased or prepared by Contractor under this Agreement shall be disposed of according to applicable regulations, and Contractor shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of this Agreement during the Term, subject to GHN's right to offset from such sums damages or other sums incurred or owed to GHN as a result of Contractor's failure to perform or breach of this Agreement.

e. Liability for Default. Whether or not this Agreement is terminated, Contractor shall be liable to GHN for damages sustained by GHN by virtue of any breach of this Agreement by Contractor and GHN shall be liable to Contractor for damages sustained by Contractor by virtue of any breach of this Agreement by GHN. This shall include, without limitation, liability of Contractor for the disallowance by the Funding Source the reimbursement of charges submitted by GHN for Services provided by Contractor under an applicable SOW where the disallowance is in any way attributable to Contractor, including the provision or maintenance by Contractor of inadequate or erroneous records or billing documentation of services provided. If any such reimbursement of charges is disallowed as a result of an audit by such Funding Source of Contractor or GHN, the amount disallowed must be paid by Contractor to GHN within ten (10) days following written notice and demand therefor from GHN, and such payment shall be made by Contractor to GHN from funds other than those provided by GHN under this Agreement.

14. FORCE MAJEURE

Any delay or failure of performance by either party shall not constitute a default if such delay or failure was unforeseeable and beyond the control of a party, including Acts of God or the public enemy, fire or other casualty for which a party is not responsible, quarantine or epidemic, strike or defensive lockout, severe weather conditions, commercial impracticability, and loss of Funding (collectively, "Force Majeure"). Conditioned upon Provider having no contributory fault, Provider shall be entitled to an adjustment in milestone performance date(s), Completion Date directly attributable to any act of Force Majeure upon reasonable request, however shall not be entitled to an adjustment to any payment resulting from an act of Force Majeure.

15. GENERAL PROVISIONS

a. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Washington without giving effect to the conflicts of law's provisions thereof. The venue for any action arising out of or related to this Agreement shall be in Benton County Superior Court.

- b. Integration. This Agreement supersedes all oral agreements, negotiations and representations between the parties pertaining to the subject matter of this Agreement.
- c. Severability. If any provision of this Agreement is found to be invalid, the remaining provisions shall remain in full force and effect.
- d. Waiver of Breach. The waiver by either party of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach by the other party of the same or of different provisions.
- e. Binding Effect; Assignment. Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the parties and their respective and permitted successors, transferees and assigns. Contractor shall not assign, subcontract or transfer any of its rights, responsibilities or obligations under this Agreement or any SOW without GHN's prior written consent, which GHN may withhold in its sole discretion. Should Contractor assign, subcontract or transfer any of its rights, responsibilities or obligations hereunder with such consent from GHNT, Contractor and the party to which it proposes to assign or subcontract its responsibilities or services hereunder must enter into a written agreement that is consistent with this Agreement and the various requirements specified hereunder and that is approved by GHN prior to its execution.
- f. Notices. Notices required by this Agreement shall be made in writing and delivered via U.S. mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means (provided that receipt is confirmed). Any notice delivered or sent by email is effective immediately. If notice is sent by USPS, notice is effective three days after postmarked. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

If to GHN:

SHARON BROWN
EXECUTIVE DIRECTOR
GREATER HEALTH NOW
8836 WEST GAGE BLVD., #202-A
KENNEWICK, WA 99336
sbrown@greaterhealthnow.org

HAYDEE HILL
CHIEF FINANCIAL OFFICER
GREATER HEALTH NOW
8836 WEST GAGE BLVD., #202-A
KENNEWICK, WA 99336
hhill@greaterhealthnow.org

If to Contractor:

CONTACT NAME: Mathew Borschowa
TITLE: Captain/ EMS Officer

COMPANY: BENTON COUNTY FIRE PROTECTION DISTRICT #4
ADDRESS: 2604 Bombing Range Rd
CITY STATE ZIP: West Richland, WA 99353
EMAIL: MBorschowa@bcfd4.org

g. Amendment. Any amendment to this Agreement, including to an SOW, shall be reduced to writing, signed by an authorized representative of each party.

h. Counterpart Execution; Facsimile Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the parties had signed the same document. Such executions may be transmitted to the other parties by facsimile or other electronic transmission and such facsimile or other electronic execution shall have the full force and effect of an original signature. All fully executed counterparts, whether original executions or facsimile executions, electronic executions or a combination of the foregoing, shall be construed together and shall constitute one and the same agreement.

i. Attorneys' Fees. If a party to this Agreement brings any action against any other party related in any way to this Agreement, the prevailing party will be awarded its or their reasonable attorneys' fees and costs incurred for prosecution, defense, consultation, or advice in connection with such action.

16. DISPUTE RESOLUTION

All claims and disputes relating to or arising out of this Agreement that are less than the jurisdictional limit shall be filed in the Small Claims Division of the Benton County, Washington, District Court with waiver of the provisions of RCW 12.40.080, meaning that the parties may be represented by legal counsel. The Parties hereby knowingly and voluntarily waive any right to appeal on any Small Claims judgment, including, without limitation, alleged procedural errors. All claims and disputes related to or arising out of this Agreement in excess of the jurisdictional limit or involve equitable remedies, shall be subjected to binding and non-appealable arbitration as the sole and exclusive remedy. If the parties cannot agree on an arbitrator, the Presiding Judge of the Benton County, Washington Superior Court shall appoint an arbitrator versed in the subject matter of the claim or dispute, which arbitrator need not be a lawyer unless legal interpretation of the Agreement is required. If the arbitrator is a lawyer, the arbitrator may engage the services of any expert to ascertain specialized factual determinations. Substantive discovery shall be allowed in the sole discretion of the arbitrator. The arbitration shall commence not later than ninety (90) days after an arbitration demand. The arbitrator may award damages and injunctive relief and may register a judgment in the court of competent jurisdiction in Benton County, Washington including judgment by default. In any suit, arbitration, proceeding or action to enforce any term, condition or covenant of this Agreement or to procure an adjudication or determination of the rights of the parties hereto, the most prevailing party shall be entitled to recover from the other party reasonable sums as attorney fees and costs.

17. ELECTRONIC TRANSMISSION CONSENT

By their signatures below, the parties hereby agree and consent to receive Notices by way of Electronic Transmission to the email addresses set forth herein. Upon change of email address, it shall be the obligation of the changing party to notify the other party of an email address change.

APPROVAL

This Contract is executed by the persons signing below, who warrant that they have the authority to execute it.

GREATER HEALTH NOW

BENTON COUNTY FIRE PROTECTION DISTRICT #4

Signature: _____

Signature: _____

Name: Sharon Brown

Name: _____

Title: Executive Director

Title: _____

Email address: _____

Email address: _____

Date: _____

Date: _____

CONTRACTOR AWARD AGREEMENT

List of Exhibits

Exhibit A **REQUIRED CONTRACT PROVISIONS**

Exhibit B **CONSENT TO PUBLIC STATEMENT**

Exhibit A
Required Contract Provisions

(Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards)

- A. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, as amended by Executive Order 11375, and implementing regulations at 41 CFR part 60.

- B. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3). The Act provides that each contractor or Contractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- C. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- D. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the recipient or Contractor wishes

to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Contractor must comply with the requirements of 37 CFR part 401 and any implementing regulations issued by the awarding agency.

- E. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- F. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- G. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- H. Buy American Act (41 U.S.C. §§ 8301-8305): For all contracts for the acquisition of steel, iron and manufactured goods, GHN shall obtain from the contractor a certification confirming that the contractor has not been convicted of violating the Buy American Act, 41 U.S.C. §§ 8301-8305. A clause will also be included that the contractor’s acquisition of steel, iron and manufactured goods, with funding provided through the contract, is subject to the requirements set forth in the Buy American Act, 41 U.S.C. §§ 8301-8305, if applicable.
- I. Drug-Free Workplace (49 CFR Part 32): For all contracts, GHN shall obtain from the contractor a certification that it complies with Government-wide Requirements for Drug-Free Workplace (Grants), 49 C.F.R. Part 32.
- J. Domestic preferences for procurements: As appropriate and to the extent consistent with law,

contractor will, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

- K. Prohibition on certain telecommunications and video surveillance services or equipment: GHN and Contractors are prohibited from entering into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- L. Procurement of recovered materials: A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines

Exhibit B

Consent to Public Statements

PARTNER CONSENT

By signing this agreement, BENTON COUNTY FIRE PROTECTION DISTRICT #4 ("Contractor") gives consent for Greater Health Now to make the following public statements, as defined in the Public Statements section of the contract agreement, about the COMMUNITY PARAMEDICINE (CP).

- Participation of BENTON COUNTY FIRE PROTECTION DISTRICT #4 ("Contractor") in the named program, including partner name, logo, project description, and award amount (if applicable)
- Summary information from reporting by BENTON COUNTY FIRE PROTECTION DISTRICT #4 ("Contractor") on the project
- Other: _____

Greater Health Now will properly attribute work performed by BENTON COUNTY FIRE PROTECTION DISTRICT #4 ("Contractor") and will not claim ownership of such work. Any communications content will be properly attributed to the organization who created the content.

BENTON COUNTY FIRE PROTECTION DISTRICT #4 ("Contractor"):

By: _____
Name: _____
Title: _____
Date: _____

GHN CONSENT

By signing this agreement, Greater Health Now gives consent for BENTON COUNTY FIRE PROTECTION DISTRICT #4 ("Contractor") to make the following public statements, as defined in the Public Statements section of the contract agreement, about the COMMUNITY PARAMEDICINE (CP).

- Participation in COMMUNITY PARAMEDICINE (CP), including Greater Health Now name and logo as a funder, project description, and award amount (if applicable)
- Other: _____

BENTON COUNTY FIRE PROTECTION DISTRICT #4 ("Contractor") will properly attribute any work performed by Greater Health Now and will not claim ownership of such work. Any communications content will be properly attributed to the organization who created the content.

Greater Health Now:

By: _____
Name: Sharon Brown
Title: Executive Director
Date: _____

STATEMENT OF WORK

This Statement of Work (“SOW”), dated January 1, 2024 is entered into according to the Master Contractor Agreement, dated January 1, 2024 (“Master Agreement”) between Greater Columbia Accountable Community of Health DBA Greater Health Now, a Washington nonprofit corporation (“GHN”) and BENTON COUNTY FIRE PROTECTION DISTRICT #4, (“Contractor”) a Washington political subdivision (“Entity Type”) for the **Community Paramedicine (“CP”)**. The term Contractor shall also include First Responder.

All capitalized terms that are not otherwise defined in this SOW will have the meanings ascribed to them in the Master Agreement.

Recitals

- A. GHN is a Washington nonprofit corporation operated exclusively for charitable and educational purposes under 501(C)(3) of the Internal Revenue Code. GHN seeks to improve health for all in Eastern Washington, and GHN periodically receives grants from government agencies and third parties (each, a “Funding Source”) to implement programs that further GHN’s mission.
- B. First Responder is a qualified, licensed healthcare business interested in transforming its practice to allow patients/clients to have coordinated access to the full complement of medical, behavioral health and social services.
- C. The purpose of this Agreement is to incentivize First Responder to develop and implement a Community Paramedicine program to identify high risk patients/clients and increase patient/client access to primary and preventive care, provide wellness interventions within the medical home model, decrease emergency department utilization, and improve patient overall wellness outcomes by collaborating with community-based organizations to provide services to meet Health Related Social Needs (HRSN).

For Valuable Consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. RESPONSIBILITIES OF GHN

GHN shall be responsible for distributing payments through ACH bank transfer, providing technical assistance that supports the Contractor in developing and implementing Community Paramedicine. Unless otherwise specified within this Agreement, any and all expenses incurred by GHN during the performance of this Agreement are the responsibility of GHN. GHN provided services will not be deducted from incentives.

2. Responsibilities of Contractor

Contractor shall be responsible for completion of deliverables as specified in:

Exhibit A: Implementation of Patient Activation Measurement (PAM)

Exhibit B: Incentive Allocation and Reporting Schedule

Contractor shall complete quarterly reporting by, four quarterly site visits with GHN CP Subject Matter Expert, and participation in a minimum of two CP Cohort Shared Learning events offered by GHN. These Shared Learning Events are in addition to all training related to PAM Implementation (Exhibit A).

Contractor shall implement PAM upon initiation of signed contract. The PAM Platform supplied by GHN, the software and training for which shall be provided by GHN.

CONTRACT TERM/TERMINATION

Contractor shall perform the Services identified in this SOW within the following timeframes (please refer to Exhibit B):

Contractor understands that the Funding for this contract is based upon the complete performance of this Agreement by Contractor. Contractor understands and agrees that the damages suffered by GHN are difficult if not impossible to estimate on the effective date of this Agreement. In the event of Contractor's breach or abandonment of the Contract, GHN may thereupon and without further notice, terminate this Agreement. GHN without waiving any other remedies available to it, may retain any monies otherwise due to Contractor under this Agreement.

PAYMENT DISTRIBUTION

Payment shall be made to Contractor upon satisfactory implementation and utilization of PAM, four quarterly site visits by Community Paramedicine Subject Matter Expert, and Participation in two Shared Learning Events offered by GHN and in accordance with the "Contractor Statement of Work, Incentive Allocations and Reporting Schedule" incorporated here as Exhibit B. GHN shall pay Contractor for its achievements no later than thirty (30) days after the CP Subject Matter Expert is satisfied and the Contractor has completed the requirements for each quarter.

Non-allowable Expenditures, attached as Exhibit C and incorporated here by this reference, shall be prohibited if not consistent therewith. GHN reserves the right to review any and all transaction expenses with regard to Funding. Provider shall maintain complete financial records relating to this Agreement and services rendered by Provider. If Non-Allowable Costs are identified during the performance of this Agreement and within ninety (90) days after the Completion Date, such Non-Allowable Costs shall be excluded from any payment to Provider. GCACH reserves the right to offset Funding that has been used on Non-Allowable Costs and reallocate the same to Provider upon receiving a revised budget.

APPROVAL

This Contract is executed by the persons signing below, who warrant that they have the authority to execute it.

GREATER HEALTH NOW

BENTON COUNTY FIRE PROTECTION DISTRICT #4

Name: Sharon Brown

Name: _____

Title: Executive Director

Title: _____

CONTRACTOR STATEMENT OF WORK

List of Exhibits

Exhibit A **IMPLEMENTATION OF PATIENT ACTIVATION MODEL**

Exhibit B **INCENTIVE ALLOCATION AND REPORTING SCHEDULE**

Exhibit C **NON-ALLOWABLE EXPENDITURES**

EXHIBIT A

Implementation of Patient Activation Measure

In order to effectively implement Patient Activation Measure (PAM) Contractor must complete the following :

- **Register-** and Access Phreesia GHN Flourish/PAM Platform as facilitated by Phreesia consultant
- **eLearning**–Complete online eLearning training modules in Phreesia University
Five-part series:
 - Explore the science behind PAM and how it became a vital tool for predicting patient behaviors.
 - See examples of low-activated and high-activated patients and how to tailor consultations by activation level for more effective and efficient care.
 - Discover ways in which PAM can improve population health outcomes and how easy it is to put PAM into practice.

These eLearning courses are available on-demand in Phreesia University. Each course takes approximately 10 minutes to complete.

- **Training Resources-** Online resources are located in Phreesia University
 - Starting with PAM Best Practices guides to learn more about PAM, the value of PAM, PAM Levels, Using PAM to guide patient/client conversations and care, and how to best introduce PAM to patients/clients.
 - Access guides to help utilize Flourish platform and Coaching resources by Lower and Higher Activated Patients.
- **PAM Monthly Training**– attend a minimum of 4 Monthly Training sessions or schedule 1:1 session with Phreesia consultant to maximize PAM utilization.
- **PAM Quarterly Updates:** During scheduled GHN CP Subject Matter Expert site visits, Contractor will provide examples of PAM utilization in CP workflow and patient/client care.

**EXHIBIT B
INCENTIVE ALLOCATION AND REPORTING SCHEDULE**

**Community Paramedicine
Incentive Allocation and Reporting Schedule (Program Year: 2024)**

Milestones/Incentives	2024 Quarterly Maximum Incentives Based on Milestones				
	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
Care Management					
Patient Activation Measure (PAM)	\$ 50,000				\$ 50,000
Reporting					
Quarterly Site Visits by CP Subject Matter Expert					
PAM Utilization Examples at Site Visit	\$ 12,500	\$ 12,500	\$ 12,500	\$ 12,500	\$ 50,000
Participation Shared GHN Learning Events					
Total 2024 Maximum Available Revenue	\$ 62,500	\$ 12,500	\$ 12,500	\$ 12,500	\$ 100,000

Reporting Schedule	Dates	Payment Due
First Quarter	1/1-3/31/24	4/30/2024
Second Quarter	4/1-6/30/24	7/31/2024
Third Quarter	7/1-9/30/24	10/31/2024
Fourth Quarter	10/1-12/31/24	2/28/2025

EXHIBIT C
NON-ALLOWABLE EXPENDITURES

The following list of non-allowable expenditures is subject to change. Contractor is not permitted to duplicate or supplant other federal or state funds from this Contract. Several sources were reviewed to develop this list of non-allowable expenditures, including current state and federal funding guidance and other program guidance.

- Alcoholic Beverages
- Debt restructuring and bad debt
- Defense and prosecution of criminal and civil proceedings, and claims
- Donations and contributions
- Entertainment
- Capital expenditures for general purpose equipment, building and land, except for:
 - Costs for ordinary and normal rearrangement or alteration of facilities
- Fines and penalties
- Fund raising and investment management costs
- Foods or services for personal use
- Idle facilities and idle capacity
- Interest expense
- Lobbying
- Memberships and subscription costs
- Patent costs

All costs must be considered reasonable. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. In determining reasonableness of a given cost, consideration must be given to:

- a. Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the entity or the proper and efficient performance of the award.
- b. The restraints or requirements imposed by such factors as: sound business practices; arm's-length bargaining; Federal, state and other laws and regulations; and terms and conditions of the award.



**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 17, 2023

Subject: Implementation of ESHB 1498 during 2023 fire season

Dear Chiefs:

In May 2023 the Washington Legislature passed ESHB 1498 with an effective date of July 23, 2023. Among other details, this bill expresses that the legislature intends to provide suppression funding to the Department of Natural Resources to support local fire departments in the use of aviation resources certified and trained to operate in wildland fires and drop fire retardant or water to suppress or extinguish fires as an initial attack strategy.

You are receiving this letter because your district/department has a current response agreement with the DNR that allows for the dispatch of aviation support through ESHB 1498. The Bill states that *“local fire departments must make direct requests to the appropriate coordination center, including the Central Washington Interagency Coordination Center, the Northeast Washington Interagency Coordination Center, the Blue Mountain Interagency Coordination Center, or the DNR Coordination Center, in order to ensure the safe coordination of all aircraft.”* In an effort to facilitate the dispatching of aircraft in accordance with this legislation, please review and share with your local dispatch center the attached “HB 1498 Implementation Dispatch Process.” That document provides the minimum information that the above mentioned Communications Centers will need in order to dispatch requested aircraft. It also provides a map of the Interagency Communication Center Boundaries to reference in relation to your fire district location/boundary.

The Bill requires that *“the local fire department must provide documentation to the DNR that personnel have received training regarding the use of aviation assets in initial attack and criteria to use for determining when to call for aviation assets.”* At the time of ordering, the Coordination Center will request a qualified ground contact name, as well as assign an Air-to-Ground frequency. If the DNR aircraft are unable to establish ground contact or operate safely, they will exit the fire area.

Use of aircraft under ESHB 1498 is specific to the initial attack phase of wildland fires and does not take the place of employing the Washington State Fire Services Resource Mobilization Plan. There are additional requirements within ESHB 1498 that require notification to the director of fire protection, or designee, to ensure operational knowledge of a potential future request to invoke the fire service mobilization plan.

As with anything new, I’m sure there may be questions as we implement this new process. Feel free to reach out to Miles Pollack, miles.pollack@drn.wa.gov and he’ll work to find answers to



your questions. Following the fire season there may be more refined direction about this program along with a request from DNR to report back on acres burned where this authority was utilized.

Sincerely,

Larry Leach

Larry Leach
Southeast Region Manager, acting
Department of Natural Resources

C: Central WA Interagency Communications Center
Northeast WA Interagency Communications Center
Blue Mountain Interagency Communication Center

House Bill 1498 Implementation Dispatch Process

Aviation resources can be requested to the following Dispatch centers:

(See attached map for dispatch boundaries)

NE Washington Interagency Communication Center	Central Washington Interagency Communications Center	Blue Mountain Interagency Communications Center	DNR Coordination Center (DNR west-side counties)
509-685-6900	509-884-8473	541-963-7171	360-902-1300
Ask for Aircraft Cord	Ask for Aircraft Cord	Ask for Aircraft Cord	Ask for Dispatch
wanec@firenet.gov	wacwc@firenet.gov	orbmc@firenet.gov	dnrldispatchnrb@dnr.wa.gov

The below list is the information the Dispatch Center will need to dispatch aircraft as requested:

- What Agency/Fire District is requesting aircraft under HB 1498?
- Do they have a Response agreement with DNR?
- Has State Mobilization been requested?

Who is ordering? Contact Name and Cell phone number?

What are they ordering?

Values at Risk?

Incident Name?

Incident Commander?

Descriptive Location?

Latitude & Longitude?

Command Frequency?

Ground Contact, name: call sign / cell number?

Other Aircraft or UAS (Drones) in the area?

UAS cannot be flown in conjunction with incident aircraft.

After receiving this information, the sending dispatch will call the requesting dispatch center (County 911 center) back to give tail numbers of responding aircraft, estimated time to the incident and we will assign an Air to Ground frequency that will need to be relayed back to the ground contact. A command frequency may be utilized in the event that the aircraft cannot reach the Ground Contact with the assigned Air to Ground frequency.

When Aircraft has completed mission requested and is being released, the county/911 dispatch center needs to call the sending dispatch center and let them know.









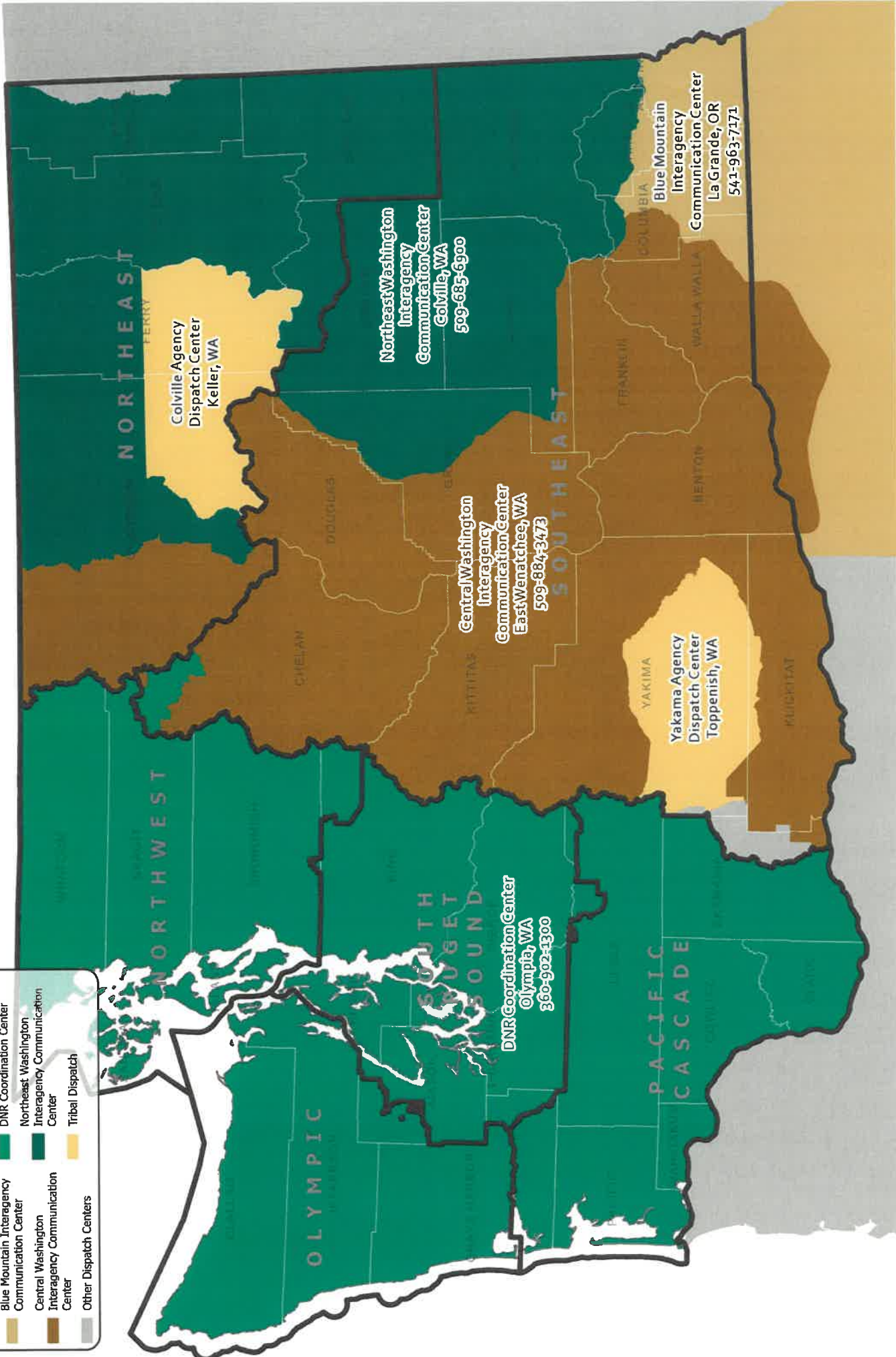
WILDFIRE

WA State Interagency Communication Boundaries

Updated: 2023-08

Dispatch Area Jurisdiction

-  Blue Mountain Interagency Communication Center
-  DNR Coordination Center
-  Central Washington Interagency Communication Center
-  Northeast Washington Interagency Communication Center
-  Tribal Dispatch
-  Other Dispatch Centers



COOPERATIVE FIRE PROTECTION AGREEMENT

BETWEEN
THE UNITED STATES FISH AND WILDLIFE SERVICE
AND
BENTON COUNTY FIRE DISTRICT 4
FOR
CENTRAL WASHINGTON NATIONAL WILDLIFE REFUGE COMPLEX
AND
MID-COLUMBIA RIVER NATIONAL WILDLIFE COMPLEX

This Cooperative Fire Protection Agreement (CFPA) is made and entered into and between the U.S. Fish and Wildlife Service, Central Washington and Mid-Columbia River National Wildlife Refuge Complexes, herein referred to as SERVICE and Franklin County Fire District 4, herein referred to as DISTRICT, and is effective upon signature by all parties and will remain in effect for five (5) years unless terminated by one or more of the parties.

I. AUTHORITIES

The SERVICE has entered into this CFPA under the following authorities;

- Reciprocal Fire Protection Act of May 27th, 1955 (69 Stat. 66, 42 U.S.C 1856a-d)
- Robert T. Stafford Disaster Relief and Emergency Assistance Act, (Public Law 93-288, as amended, 42 U.S.C. 5121-5207)
- Federal Fire Prevention and Control Act of October 29, 1974 et seq. (88 Stat. 1535; 15 U.S.C. 2201)
- Fish and Wildlife Coordination Act, 16 U.S.C. Sections 661-666c,
- Department of the Interior and Related Agencies Appropriations Act, 1999 as included in Public law 105-277, Div. A, Section 101(e)

II. PURPOSE

The purpose of this agreement is to coordinate and provide cooperative fire protection between the SERVICE and DISTRICT, to suppress wildland fires more efficiently and effectively from damaging natural resource values managed by the SERVICE. This CFPA is consistent with the existing Master Cooperative Fire Protection Agreement (FWS agreement #: FF01R0300019X9L016), whereas the Master Agreement has documented the commitment of Agencies to improve efficiency by facilitating the coordination and exchange of personnel, equipment, supplies, services, and funds among the Agencies as too will this Agreement. Furthermore, this Agreement describes the working relationship, financial arrangements, and joint activities between the SERVICE and DISTRICT not otherwise specified under the terms of the Master Cooperative Fire Protection Agreement. Nothing herein shall be considered as obligating either party to expend or as involving either party in any contract or other obligation other than reimbursement for wildland fire suppression beyond reciprocal period identified in this document.

III. RECITALS

Whereas, both parties have wildland fire protection responsibilities upon lands of their respective jurisdiction and limited fire protection resources.

Whereas the SERVICE is the jurisdictional agency responsible for fire management on SERVICE lands;

Agreement Number:

Whereas, the SERVICE has limited specialized equipment and qualified personnel required to manage wildland fires;

Whereas DISTRICT can provide wildland fire initial attack capability to support and supplement the SERVICE's and other fire protection cooperators' resources;

Whereas DISTRICT can provide equipment and overhead for wildland fire suppression activities within DEPARTMENT'S jurisdiction; and

Whereas, if initial attack suppression actions on SERVICE lands are unsuccessful and the fire will not be contained within the first burning period, dispatching and continued incident support services will be transferred to Central Washington Interagency Communication Center (CWICC). CWICC will provide extended attack support.

Therefore, for the mutual consideration herein stated, the parties hereby enter into this CFPA.

IV. STATEMENT OF MUTUAL BENEFITS AND INTERESTS

The SERVICE shall:

- A. Reimbursement to DISTRICT for Direct Costs for resource ordered for wildland fire suppression **beyond the reciprocal period of 4 hours including:** overhead costs, equipment use cost and logistical support for wildland fire suppression that occur on SERVICE lands. Reimbursable costs will be based off of actual costs to the DISTRICT.
- B. Reimburse DEPARTMENT under the provisions within this CFPA no less frequently than every 30 days. Reimbursement will be based on actual costs to the DISTRICT.

The DISTRICT shall:

- A. Reimburse the SERVICE for direct costs for resource ordered for wildland fire **suppression beyond the reciprocal period of 4 hours including** overhead costs, equipment use cost and logistical support for wildland fire suppression that occur on state/private lands. Reimbursable costs will be based off actual costs to the SERVICE.
- B. Conduct reciprocal initial attack (initial wildland fire suppression, wildland fire control and mop-up) **as requested** on wildland fires occurring on Service lands within the DISTRICT's responding jurisdiction. .
- C. Follow all wildland fire suppression tactics addressed in the SERVICE's Wildland Fire Management Plan specific to the location of the fire.
- D. Report wildland fires within 48 hours to the Principal Contacts (**Error! Reference source not found.**) for the SERVICE upon discovering or receiving reports of wildland fire on SERVICE lands.
- E. Forward the necessary wildland fire report data to the responsible SERVICE representative identified in the Principal Contact list (**Error! Reference source not found.**) when DISTRICT suppresses wildland fires burning wholly or in part on SERVICE lands.
- F. Dispatch only personnel who meet or exceed the minimum training requirements of the DISTRICT when responding pursuant to this CFPA.

Both the SERVICE and DISTRICT shall:

- A. Provide annually a principal contact information prior to the initiation of fire season. The information will include protection area maps for any new lands acquired by the SERVICE, names and numbers for principal contacts (**Error! Reference source not found.**).
- B. 42 U.S. Code, 1856a – Authority to enter into reciprocal agreement; waiver of claims; reimbursement; ratification of prior agreements. Parties to the Agreement, and each Party hereby waives any claim against any other Party for loss or damage of its property and/or personal injury or death of its employees or agents occurring as a consequence of the performance of this Agreement; provided, this provision shall not relieve any Party from responsibility for claims from third Parties for losses for which the Party is otherwise legally liable. This waiver does not extend to ordinary expenses incurred as part of the cost of the fire (gloves, fuses, hose, etc.).
Claims requesting compensation for property loss or damage, personal injury, or death resulting from the negligence or other wrongful acts of employees performing under this Agreement will be received by the Jurisdictional Agency and forwarded to the hiring or home agency of the allegedly negligent employee for processing. Employee claims for loss of or damage to personal property must be submitted to the Jurisdictional Agency and then forwarded to the hiring, or home agency of the employee for processing in accordance with the hiring agency's administrative procedures.
- C. Parties to this agreement will comply with the U.S. Fish and Wildlife Service Fire Management Policies. Policies include, but are not limited to; implementing fire management plans, promoting human safety as well as reducing hazardous conditions, conserving wildlife and its habitat, minimizing air and water quality impacts, and meeting other desirable goals.
- D. Agree that the officer-in-charge who arrives first at a wildfire burning on or near lands of both parties will act as Incident Commander (IC). When representatives of both parties have arrived at a fire, the officers-in-charge for each party will mutually agree to designate an IC, provided that nothing shall prevent a party to whom a request is made from refusing to respond when the sole determination of that party's commanding officer is that responding to the incident would create an unreasonable risk of danger to that party's employees, equipment, or a third party.
- E. Be responsible for the training, equipment and welfare of personnel they dispatch, including the treatment of any personal injuries, which may result during any fire or in route to or from any fire as provided by the laws and regulations under which each party operates.
- F. Recognize that the other's training standards are reasonable, prudent, and acceptable for wildland fire response as well as fire support on lands under the jurisdiction of the parties to this CFPA.
- G. Be responsible for operating, servicing, repairing and replacing their own equipment, except as agreed upon in writing by both parties in advance.
- H. Know that regardless of an incident's location, employees of the DISTRICT and the SERVICE will be subject only to the laws, regulations, and rules governing their respective employers. No employee shall be entitled to compensation and/or benefits under this CFPA except as specifically provided for under the terms of his or her employment with respective employer.

V. GENERAL PROVISIONS

- A. Neither party shall be required to incur expenses under the terms of this CFPA, except as necessary to effectively implement this CFPA.

Agreement Number:

- B. Reimbursement will begin at the time ordered resources (on a resource order) exceed the reciprocal period when responding to a SERVICE wildland fire and end when resources return to their respective fire station.
- C. Only actual costs for direct wildland fire suppression will be reimbursed by the SERVICE. These costs include: salary and overtime for wildland fire resources directly involved with wildland fire suppression and the logistical support (Fuel, meals, etc.) for these firefighters. The cost of “backfilling” local fire service employees into home unit positions for shift personnel that have been mobilized to incidents is accepted with the intent to make the local fire district whole. The reimbursed hours will be for base hours only, no overtime. All backfill hours should be documented and signed.
- D. Parties shall provide (upon request) any maps, documents, instructions, and law enforcement reports which either party considers necessary to conduct work associated with this CFPA.
- E. All aircraft and pilots used to transport SERVICE personnel or that are directly controlled by the SERVICE shall be certified by qualified SERVICE or United States Department of Interior National Business Center-Aviation Management inspector prior to SERVICE work.
- F. Operating Plan (OP), the parties will meet annually, prior to the initiation of fire season, to prepare/review an OP. This OP will include lists of principal personnel, dispatching procedures, and any other items identified in this CFPA as necessary for efficient implementation will be included in the OP. The OP shall be related to this CFPA as Exhibit B. Changes made to the OP do not constitute a modification of this CFPA. New signatures on the OP are required only if changes were made to the OP.
- G. Both parties shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of other Federal laws, executive orders, regulations and policies, including but not limited to;
 - i. Title VI of the Civil Rights Act of 1964 (USC 2000d) which prohibits discrimination on the basis of race, color, handicap or national origin;
 - ii. Title IX of the Education amendments of 1972, as amended (USC 1681-1683) which prohibits the discrimination on the basis of sex.
- H. Either Party shall have the right to obtain access to examine all documents related to this CFPA. Reasonable notice must be given to the other party through their authorized representatives.
- I. Cost Sharing. On multi-jurisdictional incidents, incidents that threaten, or incidents that burn across direct protection boundaries, the parties will jointly develop a written cost share agreement that describes a fair distribution of financial responsibilities. The parties agree that all reasonable and necessary costs incurred to meet the protection responsibilities within each party’s direct protection area will be the responsibility of that party.
- J. Modification of this CFPA shall be made by mutual consent of both parties through the issuance of a written modification that is signed and dated by both parties prior to any changes being performed or taking effect.
- K. Either party may terminate this CFPA by providing 30 days written notice to the other. Unless terminated by written notice, this CFPA shall remain in effect for five years from the date of the last signature.
- L. The parties certify that the person executing this CFPA on behalf of its respective entity has the legal authority to enter into this CFPA.

VI. REIMBURSEMENT AUTHORITY

15 U.S. § 2210 - Reimbursement for costs of firefighting on Federal property

Waiver of Claims: Parties to the Agreement shall each be responsible for their own losses arising out of the performance of this Agreement, and each Party hereby waives any claim against any other Party for loss or damage of its property and/or personal injury or death of its employees or agents occurring as a consequence of the performance of this Agreement; provided this provision shall not relieve any Party from responsibility for claims from third Parties for losses for which the Party is otherwise legally liable. This waiver does not extend to ordinary expenses incurred as part of the cost of the fire (gloves, fuses, hose, etc.). This provision pertains to claims between the respective state and federal agencies and does not pertain to claims advanced by third Parties.

Claims requesting compensation for property loss or damage, personal injury, or death resulting from the negligence or other wrongful acts of employees performing under this Agreement will be received by the Protection Agency and forwarded to the hiring, or home agency of the allegedly negligent employee for processing.

Employee claims for loss of or damage to personal property must be submitted to the Jurisdictional Agency and then forwarded to the hiring, or home agency of the employee for processing in accordance with the hiring agency's administrative procedures.

VII. REIMBURSEMENT REQUIREMENTS

- A. The Supporting Party will bill the Protecting Party for actual costs incurred for assistance provided and identified as reimbursable. Reimbursable costs include all costs associated with the direct fire operations and incident support ordered by or for the incident (except as otherwise described in reciprocal initial attack and independent action situations or cost share agreements). All billing packages will include documentation showing the order was processed through and tracked by the Protecting agency. Bills for reimbursement must be supported by resource orders for all resources and may be requested upon reconciliation of the bill. For reimbursement under the terms of this agreement all resource orders beyond initial attack must be mobilized and processed by an interagency dispatch center.
- B. All resource ordered personnel must include a detailed account of individual personnel start and end time for the wildland fire, signed by the employee and Time Unit Leader. The OF-288 form (Emergency Firefighter Time Report) is the desired format.
- C. Provide all fire equipment use reports (shift tickets), signed by the incident supervisor and an equipment invoice. The OF-286 form (Emergency Equipment Use Invoice) is the desired format.
- D. Miscellaneous logistical support reimbursement requests must include a resource order (or equivalent) to ensure that items were used in support of the wildland fire.
- E. On fires where costs are incurred pursuant to the terms of this agreement, the Supporting Party shall submit a bill for reimbursement as soon as possible, but no later than 120 days after the fire is declared out. Payment shall be made to the Supporting Party within 90 days after receipt of the billing invoice.
- F. Submit Service reimbursement request documents to:
 - U.S. Fish and Wildlife Service
 - 64 Maple Street
 - Burbank, WA 99323

ATTN: Fire Management

G. Submit TBD reimbursement request documents to:

XXX Fire and Rescue Department
Street Address
City, State, Zip Code
ATTN: Deputy Chief or Fire Chief

VIII. FIRE SUPPRESSION INVOICE REQUIREMENTS:

- List jurisdictional unit on each invoice/bill
- Cooperator name, address, phone number, and agency financial contact
- Department's UEI number
- Invoice or bill number
- Agreement number
- Incident name and number
- Resource Order Number(s)
- Dates of the incident covered by the billing.
- Summary and detailed cost data for the amount being billed. Details should include standard resource type designation, number of personnel, and hours worked. Use incident generated cost information or standard generated cost reports generated by the Agency to support the billing whenever possible.

Summary cost data may include, but not be limited to, a list of personnel expenses including base, overtime and travel and a listing by vendor name and amount spent for supplies and services procured.

Electronic Funds Transfer (EFT): District shall designate a financial institution or an authorized payment agent through which a federal payment may be made in accordance with U.S. Treasury Regulations, Money, and Finance at 31 CFR 208, which requires that federal payments are to be made by EFT to the maximum extent possible.

In order to receive EFT payments, the District or Department shall register in the System for Award Management (SAM) at www.sam.gov and follow the instructions online to register as a new entity.

Third Party Cost Recovery: Procedures for determining a cost recovery process will be in the Statewide Operating Plan. Investigation process is determined locally. The USFWS needs to investigate the cause of all fires that cross onto Refuge land. Further, the *Interagency Standards for Fire and Fire Aviation Operations* states, "For all human-caused fires where responsibility and negligence can be determined, actions must be taken to recover the cost of suppression activities, land rehabilitation, and damages to the resources and improvements." The parties will undertake efforts both to protect the point of origin and to facilitate the effective investigation for cost recovery efforts.

IX. DEFINITION OF TERMS

- Principal Contacts. A list of appropriate contacts for TBD and the Service.
- Direct Costs. Costs directly related to the suppression effort. These costs do not include dispatch or other administrative costs.
- Duty Officer. The Service employs a fire management staff person that serves as the "Duty Officer". The Service Duty Officer is the primary point for coordination with local units for payment and reimbursement issues during incidents and they are not the Incident Commander.
- Jurisdictional Agency. Agency which has overall land and resource management and/or protection responsibility as provided by Federal or State law.

- E. Overhead Costs. Costs not directly chargeable to suppression efforts, but which are part of the overall cost of operation.
- F. Suppression Work. All work of confining and extinguishing a fire beginning with its discovery.
- G. Reimbursable Work. Providing monetary compensation for the use of any fire engines, fire support vehicles or equipment and wages for qualified wildland fire personnel and support staff responding to wildfires on Service lands.
- H. Reciprocal Fire Assistance. Support response to the protecting party to provide assistance without charge for the **first 4 hours**.
- I. Appropriate Charges. Comprises all charges related to direct costs, overhead costs, and suppression work.
- J. Multi-jurisdictional Incident. An incident requiring action from multiple agencies that each have jurisdiction to manage certain aspects of an incident. In ICS, these incidents will be managed under Unified Command.
- K. Unified Command. An application of ICS used when there is more than one agency with incident jurisdiction or when incidents cross political jurisdictions. Agencies work together through the designated members of the Unified Command to establish their designated Incident Commanders at a single ICP and to establish a common set of objectives and strategies and a single Incident Action Plan.

This CFPA involves no exchange of funds between the parties. Further, nothing shall be considered as obligating the SERVICE to expend funds or otherwise obligate the SERVICE for the future payment of money in excess of appropriations authorized by law and administratively allocated for the activities associated with this CFPA, Antideficiency Act, P.L.97-258, 96 Stat 923.

The party's hereto have executed this Cooperative Fire Protection Agreement by and through their authorized representatives on the day and year last written below.

Paul Carlyle, Chief
Benton County Fire District 4

Date

Trina Staloch, Acting Project Leader
Central Washington National Wildlife Refuge Complex

Date

Steve Kahl, Project Leader
Mid-Columbia River National Wildlife Refuge Complex

Date

Veronika Klukas, Regional Incident Business Specialist
U.S. Fish and Wildlife Service, Region 1

Date

OPERATING PLAN

PREAMBLE

This Operating Plan (OP) is prepared pursuant to the Cooperative Fire Protection Agreement (CFPA) between the following parties: US Fish and Wildlife Service, Central Washington and Mid-Columbia

River National Wildlife Refuge Complexes, hereafter referred to as SERVICE, and Benton County Fire District 4, hereafter referred to as DISTRICT. Authorities written within the existing CFPA still apply. The objective of the OP is to define cooperative relations otherwise not discussed in the CFPA.

INTERAGENCY COOPERATION

Interagency Resources: The parties follow the procedures listed in the Wildland Fire Qualification System Guide PMS 310-1 for training, fitness, and experience standards. The parties operate under the concepts defined in the National Incident Management System (NIMS) using the Incident Command System (ICS) for the management of incidents. The parties will assign only currently qualified personnel and equipment to incidents managed under this agreement.

PREPAREDNESS

Protection Areas and Boundaries: This OP covers the SERVICE lands in the Lower Columbia Basin of Washington State and SERVICE lands located near the towns of Toppenish, Washington and Glenwood, Washington. Refer to the attached map-designating boundary lines as described in Appendix B.

Protection Planning: Although the SERVICE has jurisdictional responsibility, the SERVICE initial response resources are located at the McNary National Wildlife Refuge in Burbank, WA. Often, the SERVICE relies upon support resources from DISTRICT during Wildland fire incidents. By law, the SERVICE will have the ultimate responsibility for the overall land management, including wildland fire suppression. Even entering into this protection exchange agreement, they must determine appropriate response levels and overall strategies for initial and extended attack.

Acquisition of Services: The SERVICE may request cooperative fire protection by DISTRICT on Refuge lands. The DISTRICT can acquire support from the SERVICE by placing a resource order request through the Central Washington Interagency Communication Center or calling the Mid-Columbia River Fire Zone Duty Officer phone (see Appendix A for contact information).

OPERATIONS

Fire Notifications: The SERVICE expects prompt notification of wildfires not only on refuge lands but also those wildfires that threaten Refuge lands. Notification should be placed to one of the staff members listed in Appendix A, the Mid-Columbia River Fire Zone Duty Officer phone, or placed to Central Washington Interagency Communication Center who will contact the SERVICE Duty Officer. The phone numbers for the SERVICE staff members, the Mid-Columbia River Fire Zone Duty Office phone, and Central Washington Interagency Communication Center are listed in Appendix A.

Contacts. Refer to the contact list in Appendix A. These contacts are to be notified of wildfires occurring on lands pertaining to this CFPA.

Equipment: The SERVICE and DISTRICT certify that equipment is routinely inspected and fully ready to respond in a fully functional fashion. Each party can request the other's equipment to be inspected for readiness.

Incident Command (IC): Highest ranking staff member will designate jointly, if necessary, an incident commander who will take charge of incident operations according to NIMS.

Changes in complexity: When a fire crosses jurisdictional boundary, or when the results of a standard complexity analysis suggest considering the next level of incident management, or when a fire is not expected to be contained before the end of the first full operational period, the IC should assess the change in complexity and consider requesting a new delegation of authority from the jurisdictional agency.

Land Management Considerations: This agreement applies to areas within the jurisdiction of each district or department and does not obligate the district to respond beyond the district or department boundaries.

USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

Communications: A Non-Federal Government Radio Frequency Use Agreement exists between the SERVICE and the District. Each party to this agreement will identify specific radio frequencies, computer system access, data transmission lines, communication sites, and communications equipment shared between Parties. (Frequencies, medivacs, for statewide.) Access to systems and facilities will be approved only by agency authorized personnel and in accordance with agency laws, regulations, and policies governing security of systems and facilities.

Dispatch Procedures: Any party to this agreement can request assistance from another party. Requests for SERVICE support should be placed with Central Washington Interagency Communication Center. SERVICE will request assistance through DEPARTMENT's Fire Dispatch.

Fire Detection Systems: The parties do not operate nor maintain a detection system. Most reports of fire ignition occur through notification from the public through 911 emergency calls.

Aviation Operations: SERVICE cannot direct nor pay for aircraft that are not under contract through the Office of Aircraft Services. Use of aircraft ordered by DEPARTMENT is not reimbursable. On federal fires, aviation operations must comply with DOI Departmental Manual 350-354 and Operational Procedures Memorandums, and the DOI Bureau or Agency specific policies.

Billing Procedures:

Reimbursement resources must be requested by the SERVICE or supplied through established dispatch systems and should be documented on the subsequent Resource Ordering process.

Fire Suppression Billings:

- List jurisdictional unit
- Cooperator name, address, phone number, and agency financial contact
- Invoice or bill number
- UEI Number
- Dates of the incident covered by the billing.
- Summary and detailed cost data for the amount being billed. Details should include standard resource type designation, number of personnel, and hours worked. Use incident generated cost information of standard generated cost reports generated by the agency to support the billing whenever possible. Summary cost data may include, but not be limited to, a list of personnel expenses including base, overtime and travel and a listing by vendor name and amount spent for supplies and services procured. All resource orders will be required.
- Know that in order to make payments for equipment ordered by an incident management team, billing packages must include: Pre-use equipment inspection (OF-296), resource order, the

Agreement Number:

agreement used at the time of hire, copies of the shift tickets (OF-297) and the official signed invoice (OF-286)

Electronic Funds Transfer (EFT): States shall designate a financial institution or an authorized payment agent through which a federal payment may be made in accordance with U.S. Treasury Regulations, Money, and Finance at 31 CFR 208, which requires that federal payments are to be made by EFT to the maximum extent possible.

In order to receive EFT payments, the District shall register in the System for Award Management (SAM) at www.sam.gov and follow the instructions online to register as a new entity.

Third Party Cost Recovery: Procedures for determining a cost recovery process will be in the Statewide Operating Plan. Investigation process is determined locally. The SERVICE needs to investigate the cause of all fires that cross onto Refuge land. Further, the *Interagency Standards for Fire and Fire Aviation Operations* states, “For all human-caused fires where responsibility and negligence can be determined, actions must be taken to recover the cost of suppression activities, land rehabilitation, and damages to the resources and improvements.” The parties will undertake efforts both to protect the point of origin and to facilitate the effective investigation for cost recovery efforts.

SIGNATURES

The party’s hereto have executed this Operating Plan by and through their authorized representatives on the day and year last written below.

Trina Staloch, Acting Project Leader
Central Washington NWRC

Date: _____

Steve Kahl, Project Leader
Mid-Columbia River NWRC

Date: _____

Chief

Date: _____ ,

Appendix A.

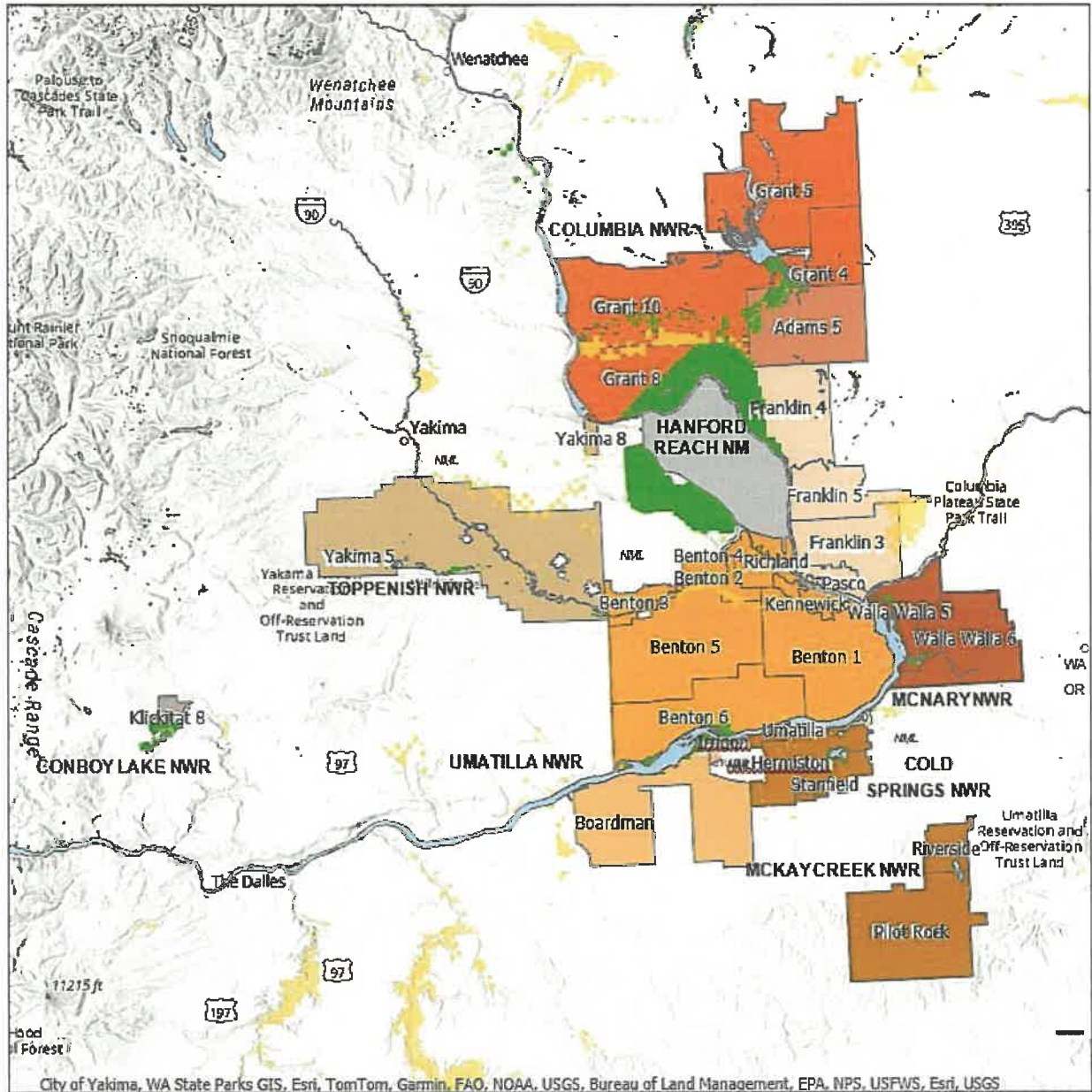
Principal Contacts

PRINCIPAL CONTACT LIST			
NAME	TITLE	OFFICE	CELL
Bruce Jackson	Fire Management Officer		509-378-0281
Paul Basye	Fire Operations		509-412-4043
	Mid-Columbia River Fire Zone Duty Officer Phone (can receive phone calls and text messages)		509-416-6231
	Central Washington Interagency Communication Center (CWICC)	509-884-3473	
	CWICC After Hours Phone Number	1-800-826-3383	
Cory Thompson	Fuels Tech		509-412-2297

Principal Contacts

PRINCIPAL CONTACT LIST			
NAME	TITLE	OFFICE	CELL
Paul Carlyle	Fire Chief	509-967-2945	509-430-0752
Garrett Goodwin	Commissioner	509-967-2945	

Appendix B.



Mid-Columbia River NWRC Adjacent Fire Districts



- | | |
|-----------------------------------|--------------------|
| U.S. Fish and Wildlife Service | Grant County |
| Bureau of Land Management | Klickitat County |
| Hanford Site (DOE) | Morrow County |
| Fire Districts | |
| Adams County | Waiilatpu County |
| Benton County | Walla Walla County |
| Franklin County | Yakima County |
| <i>NMML "No Man's Land" Areas</i> | |





Prices Based on State Contract AEPA

3/26/2024

CURRENT SITUATION BASED ON AVERAGE MONTHLY VOLUME IN 2023							
	Equipment	Monthly Lease	B&W Image Rate	Color Image Rate	Average B&W Images per Month	Average Color Images per Month	Average Monthly Total
60	Canon DXC5740i Station 420	\$732.42	0.00605	0.055	2,021	1,523	\$828.41
Month	Canon DXC5735i Station 430	\$336.00	0.00605	0.055	2,806	3,269	\$532.77
Lease	Konica Minolta C258 Station 410	\$113.00	0.0095	0.0611	1,100	544	\$156.69
Total lease & service							\$1,517.87

PROPOSED SOLUTION							
	Equipment	Monthly Lease	B&W Image Rate	Color Image Rate	Average B&W Images per Month	Average Color Images per Month	Average Monthly Total
60	Konica Minolta C360i Station 420	\$1,100.00	0.0055	0.049			\$1,100.00
Month	Konica Minolta C360i Station 430	Base Included	0.0055	0.049	5,000	4,000	
Lease	Konica Minolta C360i Station 420	Average Overages	0.0055	0.049	927	515	\$30.33
	Current Average Monthly				5,927	4,515	
Average Monthly Cost							\$1,130.33
Monthly Savings							\$387.54
Annual Savings							\$4,650.46
Contract Savings							\$23,252.30

Add 3 NEW C360i, includes 4 drawers, finisher & fax
 Pickup and Return Canon's and Konica Minolta to Leasing Co.
 Reduction in Costs
 60 Month Service Contract includes toner, labor and parts
 Training

Abadan will issue a check for \$9,038.57 for remainder of POA Lease on Canon DXC5735i
 AEPA State Contract Pricing LOCKED Cost Per Copies - Locked Lease

Sincerely,

Christina Strickland
 509.231.3636
christinas@abadantc.com



**SCHEDULE A
COST PER COPY LEASE AGREEMENT**

Lease Application No.:

<u>Make/ Model</u>	<u>Location</u>	<u>Serial #</u>	<u>Monthly Copy Allowance</u>		<u>Overage</u>	
			<u>B&W</u>	<u>Color</u>	<u>B&W</u>	<u>Color</u>
KM BIZHUB C360i	2604 BOMBING RANGE RD., WEST RICHLAND, WA 99353					
KM BIZHUB C360i	1400 N HARRINGTON RD, WEST RICHLAND, WA 99353					
KM BIZHUB C360i	8031 KEENE RD, WEST RICHLAND, WA 99353					

*Overage billing frequency: SEMI ANNUALLY

Customer:

By: BENTON COUNTY FIRE DISTRICT #4

Print Name: MATTHEW BORSCHOWA

Title: CAPTAIN

Date: _____

1. AGREEMENT. You agree to lease the equipment and other property described on the front of this Agreement and any schedule attached hereto ("Equipment") on the terms and conditions of this Agreement. If you have entered into any purchase or supply contract ("Supply Contract") with any Supplier, you assign to us your rights under such Supply Contract, but none of your obligations (other than the obligation to pay for the Equipment if it is accepted by you as stated below and you timely deliver to us such documents and assurances as we request). If you have not entered into a Supply Contract, you authorize us to enter into a Supply Contract on your behalf. You will arrange for the delivery of the Equipment to you. Upon delivery and installation of the Equipment you agree to confirm to us in writing or by telephone verification your unconditional acceptance of the Equipment for purposes of this Agreement. You authorize us to fill in the Commencement Date, serial numbers and other information. The term of this Agreement shall commence on the date the Equipment is delivered to you unless otherwise mutually agreed upon between you and us ("Commencement Date"). The first Monthly Minimum Payment shall be due on the date we specify in the month following the Commencement Date (each, a "Payment Due Date"), as set forth in our invoice and the remaining Monthly Minimum Payments will be due on the same day of each subsequent month until paid in full. We may charge you a portion of one Monthly Minimum Payment for the period from the Commencement Date until the day that is one month prior to the first Payment Due Date ("Interim Rent"). Interim Rent shall be due and payable as invoiced. Overage Charges shall be invoiced on frequency specified in the Term and Payment Schedule and shall be due as specified in the invoice. You will make all payments required under this Agreement to us at such address as we may specify in writing. If any amount payable to us is not paid within three (3) days of when due, you agree to pay us a late charge equal to (a) the greater of \$10.00 or 10% of the amount which is late, or (b) if less, the maximum legal amount. You agree to pay us \$25.00 for each check by phone payment and \$35.00 for each returned check. Amounts which are not paid within 30 days of the date when due shall accrue interest at the lesser of 1.5% per month or the maximum legal rate from such 30th day until paid in full. You authorize us to adjust the Monthly Minimum Payment by not more than 15% if the actual Total Cash Price (which is all amounts we have paid in connection with the purchase, delivery and installation of the Equipment, including any trade-up and buyout amounts) differs from the estimated Total Cash Price. On an annual basis, the Monthly Minimum Payment and/or Overage Rate Per Copy may be increased by a maximum of 15% of the amount previously then in effect. In the event the United States tax laws change prior to, or during, the Initial Term, we have the right to increase the remaining Monthly Minimum Payments to achieve our originally anticipated economic return. If you are tax-exempt, you agree to furnish us with satisfactory evidence of your exemption.

2. NO WARRANTIES. We are leasing the Equipment to you "AS-IS". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE THE EQUIPMENT, WE DO NOT REPRESENT THE MANUFACTURER OR THE SUPPLIER, AND YOU HAVE SELECTED THE EQUIPMENT AND SUPPLIER BASED UPON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. YOU AGREE THAT REGARDLESS OF CAUSE, WE ARE NOT RESPONSIBLE FOR AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL, OR INDIRECT. NEITHER SUPPLIER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF SUPPLIER IS OUR AGENT OR HAS ANY AUTHORITY TO SPEAK FOR US OR TO BIND US IN ANY WAY. We transfer to you for the term of this Agreement any warranties of the manufacturer or Supplier in a Supply Contract.

3. EQUIPMENT USE AND RETURN. You will keep and use the Equipment at the Equipment Location shown on the first page of this Agreement. You may not move the Equipment without our prior written consent. At your own cost and expense, you will keep the Equipment eligible for any manufacturer's certification, in compliance with all applicable laws and in good condition, except for ordinary wear and tear. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions and replacements will become part of the Equipment and our property at no cost or expense to us. We may inspect the Equipment at any reasonable time. Unless you notify us in writing at least 90 days (but not more than 150 days) prior to the expiration of the Agreement, or any renewal term, of your intention to return the Equipment to us or to exercise the purchase option indicated above, this Agreement will automatically renew on a month-to-month basis at the same Monthly Minimum Payment amount until you either exercise the purchase option or provide us with the required notice and return the Equipment to us. If you exercise a purchase option we will convey all of our right, title and interest in such Equipment to you on an AS-IS WHERE IS basis without representation or warranty. If you elect to return the Equipment to us, it must be returned to the location that we designate by the last day of the term, or such applicable renewal term. Your obligation to pay rent will continue until the Equipment is returned to our designated return location. You are responsible for all expenses incurred in returning the Equipment to us and agree to pay us a Restocking Fee equal to one additional Lease payment if the Equipment is returned for any reason. **PRIOR TO THE RETURN OF ANY ITEM OF EQUIPMENT, YOU SHALL CAUSE THE REMOVAL OF ALL INFORMATION STORED IN THE MEMORY OF SUCH EQUIPMENT AND IF YOU FAIL TO DO SO, WE MAY CHARGE YOU A FEE FOR SUCH REMOVAL WHICH MAY BE HIGHER THAN WHAT YOU WOULD PAY IF YOU COMPLIED WITH SUCH OBLIGATION, AND WHICH MAY RESULT IN A PROFIT TO US.**

4. TAXES AND FEES. You will pay, when due, all taxes, fines and penalties relating to the purchase, use, leasing and/or ownership of the Equipment under this Lease. The Minimum Monthly Payments shown above do not include any applicable taxes. We will include any applicable taxes and fees in our invoice to you. You agree to pay the tax and fees in addition to your Minimum Monthly Payments. If we pay any taxes (including personal property taxes), fees or penalties on your behalf, you will pay us on demand the amount we have paid on your behalf plus an administrative fee. You agree to pay us upon invoice a documentation fee equal to the amount specified on page one of this Agreement, or if not so specified, the greater of either \$250.00 or 0.5% of the total of Equipment invoices to cover our expense in processing this Agreement. If we require a site inspection to verify the condition and/or existence of the Equipment, or you request administrative services (e.g., tax research), you agree to reimburse our costs as invoiced.

5. RISK OF LOSS AND INSURANCE. From the time the Equipment is ordered until it is returned in the required condition or purchased by you ("Risk Period"), you are responsible for all risk of loss or damage to the Equipment. During the Risk Period, you will procure and maintain at your expense, property insurance for the full replacement value of the Equipment, and public liability insurance in an amount acceptable to us, covering any personal injury, death or third-party property damage arising out of or relating to the use or operation of the Equipment. You will provide us evidence of such

insurance when requested, naming us as loss payee and as an additional insured. If you fail to maintain insurance satisfactory to us or fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure insurance from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the amount specified in Section 7(a) below.

6. TITLE; RECORDING. We are the owner of the Equipment and hold title to the Equipment (excluding items of Equipment which are licensed software and products). You will keep the Equipment free of all liens and encumbrances. You agree that this transaction is a true lease. However, as a precaution in case this transaction is deemed to be a lease intended for security, you grant us a first priority security interest in the Equipment (including any replacements, substitutions, additions, attachments and proceeds). You will deliver to us such signed documents as we may request to protect our interest in the Equipment. You irrevocably authorize us to file UCC financing statements and other documents we deem necessary to confirm our interest in the Equipment and agree to reimburse us for the cost of such filings and lien searches.

7. DEFAULT. If you or any guarantor: (i) do not pay the Monthly Minimum Payment or any other amount payable to us within ten (10) days of its due date, (ii) breach any of the terms or conditions of this Agreement, any guaranty or license relating to the Equipment, (iii) breach any terms of any other agreement with us or any affiliate of ours, (iv) cease to exist, transfer all or substantially all of your assets, or undergo a change of control, then you will be in default of this Agreement and any other agreement you may have entered into with us or any of our affiliates. If you default, we may in our sole discretion require you to do any one or combination of the following: (a) immediately pay all amounts then due, plus the balance of the remaining Monthly Minimum Payments, Interim Rent and residual value of the Equipment, as determined by us; (b) promptly return all of the Equipment; (c) allow us to peacefully repossess the Equipment; or (d) use any and all remedies available to us under the Uniform Commercial Code or any other applicable law. You agree to pay the cost of repossession and our reasonable attorney's fees and costs associated with any action we may take in the event of your default including but not limited to costs associated with collections efforts, calls, and notices. We may apply any security deposits to your obligations under this Agreement. Upon termination, if you are not in default, any security deposit will be refunded without interest. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You agree that if notice of sale is required by law, 10 days' notice shall be reasonable notice. You remain responsible for any amounts that are due after we have applied such net proceeds.

8. FINANCE LEASE STATUS. You agree that if Article 2A of the Uniform Commercial Code applies to this Agreement, this Agreement will be considered a "finance lease" as that term is defined therein. You agree that you have received and approved a copy of the Supply Contract or that we have informed you of the identity of the Supplier, that you may have rights under the Supply Contract, and that you may contact the Supplier for a description of those rights. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER BY ARTICLE 2A.**

9. ASSIGNMENT. YOU MAY NOT ASSIGN, SELL, TRANSFER OR SUBLEASE THE EQUIPMENT OR YOUR INTEREST IN THIS AGREEMENT. We may, without notifying you, sell, assign, or transfer this Agreement and our rights to the Equipment. You agree that the new owner will have the same rights and benefits that we have now under this Agreement but not our obligations. The rights of the new owner will not be subject to any claim, defense or set-off that you may have against us.

10. INDEMNIFICATION. You are responsible for any losses, damages, penalties, claims, suits and actions ("Claims"), whether based on a theory of strict liability or otherwise caused by or related to (a) the manufacture, installation, ownership, use, lease, possession, or delivery of the Equipment, (b) any defects in the Equipment, or (c) the failure to remove information stored in the memory of the Equipment. You agree to reimburse us for and if we request, to defend us against, any Claims.

11. CREDIT INFORMATION. YOU AUTHORIZE US OR ANY OF OUR AFFILIATES TO OBTAIN CREDIT BUREAU REPORTS, AND MAKE OTHER CREDIT INQUIRIES THAT WE DETERMINE ARE NECESSARY. YOU ACKNOWLEDGE THAT WITHOUT FURTHER NOTICE WE MAY USE OR REQUEST ADDITIONAL CREDIT BUREAU REPORTS TO UPDATE OUR INFORMATION SO LONG AS YOUR OBLIGATIONS TO US ARE OUTSTANDING.

12. CHOICE OF LAW: THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED ACCORDING TO THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA. YOU CONSENT TO JURISDICTION IN THE STATE OR FEDERAL COURTS OF PENNSYLVANIA. YOU EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY.

13. MISCELLANEOUS. You agree that the terms and conditions contained in this Agreement make up the entire agreement between you and us regarding the lease of the Equipment. This Agreement is not binding on us until we sign it. Any change in any of the terms and conditions of this Agreement must be in writing and signed by us. **You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Agreement.** If we delay or fail to enforce any of our rights under this Agreement, we will still be entitled to enforce those rights at a later time. All of our rights and indemnities will survive the termination of this Agreement. It is the express intent of the parties not to violate any applicable usury laws, and any excess interest or payment will be applied to payments in inverse order of maturity, and any remaining excess will be refunded to you. If you do not perform any of your obligations under this Agreement, we have the right, but not the obligation, to take any action or pay any amounts that we believe are necessary to protect our interests. You agree to reimburse us immediately upon our demand for any such amounts that we pay. If more than one Customer has signed this Agreement, each of you agree that your liability is joint and several. A photocopy, printed electronic image or facsimile of this Agreement and/or any related document that includes copies of the signatures of the parties hereto shall be legally admissible under the "best evidence" or other similar rule of evidence and shall be treated as an original document and proof of the agreement between the parties. The USA PATRIOT Act requires us to obtain, verify, and record information that identifies you thus we ask for your name, address and other information or documents that substantiate your identity.



Cost Per Copy LEASE AGREEMENT

1720 A Crete Street, Moberly, MO 65270 Phone: 800-662-3759, Fax: 1-800-426-2626

This Cost Per Copy Lease Agreement ("Agreement") has been written in "Plain English." When we use the words Customer, you and your in this Agreement, we mean the Customer indicated below. When we use the words we, us, our and LEAF, we mean LEAF Capital Funding, LLC.

CUSTOMER INFORMATION Customer Name: Benton County Fire District #4 Application # Billing Street Address/City/County/State/Zip: 2604 Bombing Range Road, West Richland, WA 99353 Agreement # Equipment Location (if different from above): SEE Schedule A Customer Phone #: 509.967.2945 Customer # State in which Customer was organized: WA State Organizational ID #: Tax ID # 91-1317376

SUPPLIER INFORMATION Supplier Name: Abadan KBL Supplier Phone #: 509-946-2136 Street Address/City/State/Zip: 79 Aaron Drive Richland WA 99352

EQUIPMENT DESCRIPTION table with columns: Make/Model, Serial #, Monthly Copy Allowance* (B&W, Color), and Overage Rate Per Copy** (B&W, Color). Rows include Konica Minolta Bizhub C360i with 5,000 B&W and 4,000 Color allowance.

TERM AND PAYMENT SCHEDULE Initial Term: 60 Months Monthly Minimum Payment: semi annual months at \$6,600.00 (plus taxes) followed by: months at \$ (plus taxes) *INCLUDED IN MONTHLY MINIMUM PAYMENT - NOT SUBJECT TO ADJUSTMENT FOR OVER OR UNDER USAGE. ** OVERAGE BILLING FREQUENCY [] MONTHLY [] QUARTERLY [X] SEMI ANNUAL [] ANNUAL

1) Total Advance Payment: =\$ You agree to pay at the time you sign this Agreement: If more than one Monthly Minimum Payment is required in advance, the additional amount will be applied at the end of term. 2) One-time Documentation Fee = \$95 Total of 1 + 2 = \$ (plus taxes) We may collect from you on behalf of the Supplier a monthly Supply Freight Fee to cover Supplier's cost to ship supplies to you.

END OF TERM PURCHASE Upon Lease expiration and at least 90 days prior notice to us, if you are not in default, you have the option X Fair Market Value purchase not less than all the Equipment for the amount indicated at right, plus applicable taxes. The \$ 1.00 purchase option shall be at Fair Market Value unless another option is selected. 10% of Total Cash Price

ADMINISTRATION We are acting as a finance lessor with respect to the Equipment and are entitled to the Monthly Minimum Payment without regard to the service and/or supplies to be provided by the Supplier. LEAF IS NOT RESPONSIBLE FOR PROVIDING SUPPLIES OR SERVICE. YOU AGREE TO LOOK SOLELY TO THE SUPPLIER FOR ANY SUPPLIES OR SERVICE.

TERMS AND CONDITIONS BY SIGNING THIS AGREEMENT YOU ACKNOWLEDGE AND AGREE THAT: (i) YOU HAVE READ AND UNDERSTAND THE TERMS ON THE FRONT AND SECOND PAGE OF THIS AGREEMENT, (ii) THIS AGREEMENT IS A NET LEASE THAT YOU CANNOT TERMINATE OR CANCEL, YOU HAVE AN ABSOLUTE AND UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE UNDER THIS AGREEMENT, AND YOU CANNOT WITHHOLD, SET OFF OR REDUCE SUCH PAYMENTS FOR ANY REASON, (iii) YOU WILL USE THE EQUIPMENT ONLY FOR BUSINESS PURPOSES AND WILL NOT TAKE THE EQUIPMENT OUT OF SERVICE AND HAVE A THIRD PARTY PAY (OR PROVIDE FUNDS TO PAY) THE AMOUNTS DUE HEREUNDER, AND (iv) THE PERSON SIGNING THIS AGREEMENT FOR YOU HAS THE AUTHORITY TO DO SO.

Customer Name: Benton County Fire District #4 LEAF CAPITAL FUNDING, LLC By: Print Name & Title: Matthew Borschowa, Captian Print Name: Date: Tax ID No. 91-1317376 Title: Email Address: MBorschowa@bctfd4.org Date:

PERSONAL GUARANTY: The undersigned guarantees that the Customer will make all payments and perform all other obligations under the Agreement when due. The Undersigned agrees that this is a guaranty of payment and not of collection, and that LEAF can proceed directly against undersigned without first proceeding against the Customer, the Equipment or other collateral. The undersigned also waives all suretyship defenses and any notification if the Customer is in default and consents to any extensions or modifications granted to the Customer. In the event of a default, the undersigned will immediately pay any and all sums due in accordance with the default provisions of the Agreement. The Undersigned will pay to LEAF all expenses (including attorneys' fees) incurred by us in enforcing our rights against the undersigned or the Customer. If more than one person has signed this personal guaranty, each of the undersigned agrees that his/her liability is joint and several. The Undersigned authorizes us or any of our affiliates or assigns to obtain credit bureau reports and make credit inquiries regarding the undersigned's personal credit. THE UNDERSIGNED CONSENTS TO JURISDICTION IN THE STATE OR FEDERAL COURTS IN PENNSYLVANIA AND EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY.

X Personal Guarantor (no title) Print Name: Date: Home Street Address/City/State/Zip: Phone No.: () E-mail Address: X Personal Guarantor (no title) Print Name: Date: Home Street Address/City/State/Zip: Phone No.: () E-mail Address:

Terms and Conditions

Abadan agrees to perform the maintenance service with respect to equipment in accordance with the following terms and conditions:

1. Only authorized **Abadan** personnel may make modifications to this Agreement.
2. This agreement is subject to acceptance only by an authorized representative or **Abadan**. The Customer hereby waives notice of acceptance.
3. The equipment must be in good condition on the commencement date of this agreement. **Abadan** will charge for parts and labor required to bring the equipment up to **Abadan** standards unless covered under any applicable warranties or a continuous maintenance agreement; this will be in addition to the price set forth on the reverse side of this contract.
4. This Agreement will renew automatically for successive annual terms unless the Customer notifies **Abadan** in writing thirty (30) days prior to anniversary date. **Abadan** retains the right to increase rates each annual renewal period without notice to the Customer, up to 10% for new and 15% for refurbished. Any exceptions will be noted on the front of the contract and approved by **Abadan**.
One Rate Payment Option - Maintenance Service pricing shall be fixed for an ordering period of _____ () months from the commencement of this Agreement at the rate listed above. Renewal increases detailed above apply based on ordering period. In the event that **Abadan** needs to revise, modify or change rate sheet above due to material differences not included in original pricing, **Abadan** will provide Customer such revisions, modifications or changes in the form of an email. Customer's affirmative response to such email shall constitute acceptance of the updated pricing and shall be binding on both parties. ____ (initial here for election)
5. Customer acknowledges that manufacturer's limit parts production on aged equipment. In the event that a part cannot be obtained to repair the equipment, this contract shall become null and void.
6. This agreement does not include: delivery, moving, or installation charges of the equipment or any major modifications to the equipment.
7. During the term hereof, **Abadan** will repair or replace in accordance with the terms and conditions of this agreement and any part of the Equipment, which becomes unserviceable due to normal usage (other than consumable supplies). Replacement parts will be furnished on an exchange basis and will be new, reconditioned, or used; all part removed due to replacement will become the property of **Abadan**. Maintenance service provided by **Abadan** under this Agreement does not include the following:
 - A. Repairs resulting from misuse (including without limitation improper voltage or use of supplies that do not conform to the manufacturer's specifications).
 - B. Repairs made necessary by service performed by persons other than **Abadan**.
 - C. Removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the equipment.
 - D. Consumable supplies such as paper, staples, drum cartridges, developer, toner, or masters (unless otherwise noted on the reverse side of this maintenance contract).
 - E. Repairs and or service calls resulting from attachments not purchased from **Abadan**.
 - F. Any software, system support or related connectivity, unless specified in writing.
8. **Abadan's** regular service hours are 8:00 a.m. to 5:00 p.m. Monday through Friday, except holidays and only within the scope of our authorized service area.
9. This Agreement extends only to the original Customer and is non-transferable. If the equipment is moved beyond **Abadan's** service zones this Agreement shall be deemed terminated.
10. Customer agrees to pay invoices promptly. Should the Customer be delinquent for more than thirty (30) days, **Abadan** at its option may cancel this Agreement without notice. Customer agrees to pay a finance charge of 1-1/2% per month on any past due balance. Further, Customer agrees to pay all costs of collection including reasonable attorney's fees, whether suit be brought or not, incurred by **Abadan** in collecting any past due balance or recovering any equipment.
11. **Customer will provide to Abadan true and accurate copy counter (meter) readings at monthly/quarterly/annual intervals in any reasonable manner requested by Abadan for the purpose of maintenance billing.** All copies in excess of the amount included in the base charge of the contract are subject to excess copy charges.
12. Customer agrees that in the event **Abadan** does not receive current monthly/quarterly/annual copy counts, the Customer will receive a billing for the base amount and/or an estimated bill based on previous usage history. The next sequential billing will be adjusted for actual copies run for the previous and current billing periods.
13. If the Customer makes an alteration, attaches a device, or utilizes a supply item that, in **Abadan's** judgment, increases the cost of service, **Abadan** will either propose an additional service charge or request the equipment be returned to its standard configuration or purpose that use of the supply item be discontinued. If, within five (5) days of such proposal or request, the Customer does not remedy the problem or agree in writing to do so immediately, the Customer shall be in default of its obligation to **Abadan** and **Abadan** may withhold maintenance service from the equipment. If **Abadan** believes that an alternation, attachment, or supply item affects the safety of **Abadan** personnel or equipment users, **Abadan** shall notify the Customer of the problem and may withhold maintenance until the problem is remedied.
14. Unless otherwise permitted, the Customer prior to the total length of time purchased will give no refund or credit on early termination of the Agreement. If the Agreement has not been paid in full, the Customer agrees that the Customer shall immediately pay **Abadan** the expired pro-rata portion of the total contract price preceding the receipt of notice of cancellation, a processing fee, plus whatever other remedies **Abadan** may be entitled. If the Customer purchases other equipment from **Abadan** in the same product group, **Abadan** will credit the unused portion towards the purchase of a Maintenance Agreement on the new equipment.
15. Disclaimer of Implied Warranties and Limitations of Liability:
 - A. **Abadan** disclaims the implied warranty of fitness for particular purpose following the expiration of any express warranty pertaining to equipment. **Abadan** disclaims the implied warranty of merchantability.
 - B. **Abadan** shall not be liable for indirect, incidental, or consequential damages, such as loss of use, revenues, or profit. Customer shall insure their equipment to cover any unforeseeable damages or loss such as -theft, fire or water damage.



Abadan
79 Aaron Drive
Richland, WA 99352

Service Agreement

OP Order Number **1895722570** Date 4/3/2024
Customer # 19672945
Representative **Christina Stricklar**
Rep phone # 509.231.3636

Ship To

BENTON COUNTY FIRE DISTRICT #4
2604 BOMBING RANGE RD
WEST RICHLAND, WA 99352

Contact: MATTHEW BORSCHOWA
Meter Contact: MATTHEW BORSCHOWA
Meter Method: OPS
E-Mail address: MBORSCHOWA@BCFD4.ORG
Meter Phone: (509) 967-2945

Bill To

BENTON COUNTY FIRE DISTRICT #4
2604 BOMBING RANGE RD
WEST RICHLAND, WA 99352

Contact: MATTHEW BORSCHOWA
Phone: (509) 967-2945
E-Mail address: MBORSCHOWA@BCFD4.ORG

Installation and Service Agreement Options

For an annual, quarterly or monthly base charge plus overage charges, if any, our factory trained personnel will render service calls during regular business hours on the equipment listed below for a period of 12 months in accordance with the terms and conditions set forth on this page.

Contract Type: CALL-T – covers all labor & parts & supplies except staples
Contract Length (months): 60 ****See Special instruction below****
Contract Start Date:

Models	BW CPC	Copy Allow.	BW Base	CLR CPC	Copy Allow.	CLR Base	BW Ovg	CLR Ovg
Konica Minolta C360i	0.0055	5000	\$50.00	0.0490	4000	\$196.00	0.0055	0.0490
Konica Minolta C360i	0.0055	Included		0.0490	Included		0.0055	0.0490
Konica Minolta C360i	0.0055	Included		0.0490	Included		0.0055	0.0490

If wide-format, billing is per Square foot / Linear Foot

This contract covers service calls during normal working hours of 8.00 a.m. to 5.00 p.m. Monday through Friday, except holidays. Includes parts, labor, developer, staples. Toner Provided will be based on usage and is not unlimited. Excludes all other consumable supply items (e.g. paper, staples, image units etc.) unless specifically listed.

Model Number	Serial Number (from Equip Deliver tab)	ID Number	B/W Start Meter	Color Start Meter
Konica Minolta C360i				
Konica Minolta C360i				
Konica Minolta C360i				

Please see terms and conditions set forth on the reverse side of this agreement
SERVICE E-MAIL servicecall@abadantc.com
METER READ E-MAIL meters@abadantc.com

Special Instructions: SERVICE CONTRACT TO BE BILLED THROUGH THE LEASING COMPANY - ALL (3) KM C360I DEVICES COVERED BY SHARED POOL - OVERAGES BILLED SEMI ANNUALLY

Customer Acceptance	Dealer Representative
Authorized Signature/Date	Signature
Print Name Matthew Borschowa	Signature
Title Captian	Date



Abadan
79 Aaron Drive
Richland, WA 99352

Sales Order Agreement

Prepared for:
BENTON CTY FIRE DIST #4
2604 BOMBING RANGE RD
WEST RICHLAND, WA99352

OP Order Number	1895722570	Date	4/3/2024
		Buyer	
		P.O. #	N/A
		Sales Rep	Christina Strickland
		Rep Phone #	509231.3636

Ship To

BENTON CTY FIRE DIST #4
2604 BOMBING RANGE RD
WEST RICHLAND, WA 99353

Bill To

BENTON CTY FIRE DIST #4
2604 BOMBING RANGE RD
WEST RICHLAND, 99353

Contact: MATTHEW BORSCHOWA
Phone/Fax: 509.967.2945

Billing Contact: MATTHEW BORSCHOWA
Phone/Fax: 509.967.2945

Purchase Order:		Approx Delivery Date:			
Account Type:		Lease Months:	60	SEMI ANNUAL	\$6,600.00

Plus applicable Taxes

Quantity	Item #	Description	Unit Price	Total Price
3	AA2J011X001	bizhub C380f DF-714		\$6,600.00

Comments/Special Instructions

SEMI ANNUAL PAYMENTS OF \$6,600.00 - ON A 5 YEAR FMV LEASE TERM

Subtotal	\$6,600.00
Sales Tax	
TOTAL AMOUNT	
AMOUNT DUE	\$6,600.00

Special Payment Terms & Due Dates

<i>Customer Acceptance</i>			<i>Dealer Representative / Management</i>		
Authorized Signature/Date	Print Name	Title	Signature	Signature	Date
	MATTHEW BORSCHOWA	Captain		Manager Initials	Date



CLARION
EVENTS

FIRE &
RESCUE GROUP

The Clarion Events Fire & Rescue Group provide firefighting and emergency medical service news and hands-on training. Through our industry-leading media and events Clarion's Fire & Rescue Group developments and standards in apparatus and equipment breakthroughs, and training for firefighters, EMTs professionals serving in the Fire & EMS Industries. Rescue hold ourselves to the strictest of standards. Service to the first responders equals the industry while maintaining our long-standing mission to "The EMS Industry."

NAVIGATION

TERMS & CONDITIONS

This website stores data on your device to enable essential site functionality, as well as marketing, personalisation, and analytics. By remaining on this website you indicate your consent.

[Cookie Settings](#)

[Cookie Policy\(\)](#)



Subscription Services

Terms and Conditions

The following terms and conditions (the "Agreement") apply to all Subscription Services, as defined below, purchased by the entity or individual using the Subscription Services (the "User") from Clarion Events, Inc. ("Clarion Events"). If purchased on behalf of others, the User represents and warrants that all individuals who have access to the Subscription Services are each considered a User and personally guarantees that all individuals will comply with the terms of the Agreement.

WHEREAS, Clarion Events has developed and implemented Fire Engineering Training™ and other services which can be purchased on a subscription basis (the "Subscription Services");

WHEREAS, the User wishes to purchase the Subscription Services from Clarion Events;

For good and valuable consideration, the receipt of which is hereby acknowledged, Clarion Events and the User agree to the following:

- 1. Term.** This Agreement becomes effective and enforceable upon the User's purchase of the Subscription Services, or the User's use of the Subscription Services, whichever occurs first. This Agreement shall remain in effect for a minimum one (1) year period commencing on the purchase date, unless a different time period is specified on any applicable order form (the "Initial Term"): provided, however, that the Term will be automatically extended for successive one-year periods thereafter (each a "Renewal Term") unless one party provides written notice of non-renewal to the other party at least thirty (30) days prior to the expiration of the Initial Term or the then-current Renewal Term, as the case may be. The Initial Term and all subsequent Renewal Terms shall collectively comprise the "Term" of this Agreement. Notwithstanding the foregoing, Clarion Events may terminate this Agreement upon written notice to the User

This website stores data such as cookies to enable essential site functionality, as well as marketing, personalisation, and analytics. By remaining on this website you indicate your consent.



due to the User's breach, insolvency or bankruptcy, or failure to comply with the spirit of the Agreement as determined in Clarion Events' sole discretion.

2. Subscription Fee/Invoicing. Clarion Events will invoice the User for purchased Subscription Services at the commencement of the Initial Term and thirty (30) days prior to the beginning of each Renewal Term. The User will pay the invoiced amount by Clarion Events within thirty (30) days of the invoice date. Payment instructions are included on the applicable order form, which is attached to and made part of this Agreement, and the User agrees to comply with all such instructions. Clarion Events reserves the right to increase pricing for each Renewal Term.

3. Ownership of Materials; Derivative Works; Right to Use.

- **Learning Management System.** The User understands and agrees that part of the Subscription Services may include the use of Clarion Events' Learning Management System ("LMS"), Fire Engineering Training™, as described below:
 - **Generally.** The User acknowledges and agrees that all learning management system services, including but not limited to all online courses, videos, test banks, skills templates and all other materials provided by Clarion Events to the User from time to time during the term of this Agreement (such materials collectively, the "Subscription Materials") are proprietary products of Clarion Events, protected under U.S. copyright, trademark, patent, and other applicable law. Subject to the terms, conditions, and limitations of this Agreement, Clarion Events hereby grants the User a limited, nontransferable, revocable license to prepare derivative works of the Subscription Materials subject to the terms and conditions of this Agreement (each, a "Derivative Work"); provided, however, that the User acknowledges and agrees that Clarion Events is the sole owner of all right, title and interest in and to all Derivative Works, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto, and the User hereby assigns and transfers to Clarion Events all right, title and interest in and to all Derivative Works, including the copyrights and other intellectual property and proprietary rights therein or pertaining thereto. The User will not remove any copyright notice or other notice of Clarion Events appearing on Subscription

This website uses cookies to enhance navigation, improve site functionality, as well as marketing, personalisation, and analytics. By remaining on this website you indicate your consent.



Materials or Derivative Works and shall include such notices at the appropriate place on each copy thereof.

- **Right to Use; Limitations on Use.** Subject to the terms, conditions, and limitations in this Agreement, Clarion Events hereby grants to the User a limited, nontransferable, revocable license to use the Subscription Materials and any Derivative Works solely for the User's internal purposes. The User shall not copy, republish, lend, distribute, post on servers, transmit, redistribute, or display, in whole or in part, by any means or medium, whether electronic or mechanical, or by any informational storage and retrieval system, any Subscription Materials or any Derivative Work other than as expressly authorized by the immediately preceding sentence. Without limiting the generality of the foregoing, the User will not import, upload, or otherwise make available any Subscription Materials or any Derivative Work into or onto any third party, document, knowledge, or other content management system or service without Clarion Events' prior written consent. The User's right to use the LMS is limited to the right expressly granted in this Agreement. All rights not expressly granted to the User are reserved and retained by Clarion Events and its licensors.
- **User Data.** As between the User and Clarion Events, all User Data, defined as data owned by User prior to the execution of this Agreement or data not otherwise subject to a Derivative Work, is the User's property; provided that the User grants a perpetual, unlimited, royalty-free, worldwide license to Clarion Events to use User Data in an aggregated and anonymized form. The User hereby acknowledges and agrees it has read and understands Clarion's privacy policy, which can be found at <https://us.clarionevents.com/privacy-policy>.
- **Generally; Injunctive Relief.** Except as expressly provided herein, nothing in this Agreement shall be construed as conferring any rights or license to Clarion Events' trade secrets, intellectual property, Confidential Information, Subscription Materials, or the software underlying such products and services, whether by estoppel, implication or otherwise. The User may not decompile, disassemble, reverse engineer or otherwise attempt to discover any source code contained in any software-based Subscription Services. Notwithstanding any other term or condition

This website stores data such as cookies to enable essential site functionality, as well as marketing, personalization, and analytics. By remaining on this website you indicate your consent.



herein, the User grants all rights and permissions in or relating to User Data as are necessary or useful to Clarion Events to enforce this Agreement, exercise Clarion Events' rights, and perform Clarion Events' obligations hereunder. The User acknowledges that a breach or threatened breach of any portion of this Section 3 may cause irreparable harm and shall entitle Clarion Events to injunctive relief in addition to any other available remedy.

4. Warranty Disclaimer. ALL SUBSCRIPTION SERVICES AND SUBSCRIPTION MATERIALS ARE PROVIDED "AS IS" AND CLARION EVENTS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS IMPLIED, STATUATORY, OR OTHERWISE, CLARION EVENTS SPECIFICALLY DICLAIMES AND THE USER SPECIFICALLY WAIVES ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURCHASE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

5. Disclaimer of Liability. The User acknowledges and agrees that Clarion Events, its officers, agents, managers, and employees will have no liability to the User or any other person or entity arising from or related to the Subscription Services or the Subscription Materials, or any act or omission by the User or its personnel pursuant to, or in reliance on, any of the Subscription Materials.

6. Limitation of Liability. Clarion Events' cumulative liability to the User and any other person or entity for any loss or damages resulting from any claims, demands, or actions arising out of or relations to this Agreement, the Subscription Services, or the use of any Subscription Materials shall not exceed the subscription fees actually paid to Clarion Events by the User for the purchased Subscription Services under this Agreement during the twelve-month period immediately prior to the assertion of such claim, demand or action. In no event shall Clarion Events be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Clarion Events has been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether the User's claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.



7. Indemnification. The User agrees to defend, indemnify, and hold harmless Clarion Events, and its respective affiliates, personnel and representatives from and against all expenses, costs, claims, demands, suits, actions, proceedings, judgments, fines, penalties, losses, damages and liabilities (including but not limited to reasonable attorneys' fees and expenses), resulting directly or indirectly from (i) any actions or omissions of the User and/or its personnel, agents and representatives that are negligent, wrongful or constitute a breach of this Agreement, or (ii) claims that the User's information, data, documentation, or other content violate the intellectual property, privacy or other rights of any third party. This indemnity provided under this provision shall survive the termination or expiration of this Agreement and is in addition and without prejudice to any other rights and/or remedies which Clarion Events may have or be entitled to under this Agreement and/or applicable laws.

8. Confidential Information. The User understands and agrees that it will be exposed to Clarion Events' confidential and proprietary information, including trade secrets, and shall not disclose such information to third parties, and is permitted to only use such information as described in this Agreement. For the avoidance of doubt, the User shall not use the Subscription Services, Subscription Materials, or any other information or documentation covered by this Agreement for any other purpose other than internal use.

9. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Delaware, without giving effect to any choice of law doctrine that would case the law of any other jurisdiction to apply.

10. Entire Agreement. This Agreement, including any applicable order forms, embodies the entire agreement and understanding of the parties hereto and hereby expressly supersedes all prior written and oral agreements and understandings with respect to the subject matter hereof. No representation, promise, inducement, or statement or intention has been made by any party hereto that is not embodied in this Agreement, as well as marketing, personalisation, and analytics. By remaining on this website you indicate your consent. In the event of a conflict of terms between an order form, executed by the User and Clarion Events, and this Agreement, the terms of the order form shall prevail. Terms and Conditions set forth in any purchase order, or any other form or document



of the User, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by Clarion Events, and shall not be considered binding on Clarion Events unless specifically agreed to in writing by it.

If you have any questions, please reach out to
support@fireengineeringtraining.com(mailto:support@fireengineeringtraining.com).
(mailto:thefireacademy@clarionevents.com)

NAVIGATION 

HOME([HTTPS://FIREENGINEERINGTRAINING.COM/](https://fireengineeringtraining.com/))

JOIN FIRE ENGINEERING TRAINING

READY FOR NEXT-LEVEL TRAINING? 

Plans are available and affordable for individuals and departments. Make the investment in yourself and your community.

[SIGN UP NOW](#)



[HOME\(HTTPS://FIREENGINEERINGTRAINING.COM/\)](https://fireengineeringtraining.com/)

[ABOUT US\(/ABOUT-US/\)](/about-us/)

[COURSES\(/COURSE-CATALOG/\)](/course-catalog/)

[PLANS\(/PLANS\)](/plans/)

[CONTACT US\(HTTPS://FIREENGINEERINGTRAINING.COM/CONTACT-US/\)](https://fireengineeringtraining.com/contact-us/)

© 2024 Clarion Events Fire & Rescue Group | [Privacy Policy](#) | [Cookie Policy\(\)](#)



**FIRE &
RESCUE** GROUP

The Clarion Events Fire & Rescue Group provide firefighting and emergency medical service news and hands-on training. Through our industry-leading media and events Clarion's Fire & Rescue Group develops and sets the standards in apparatus and equipment breakthroughs, and training for firefighters, EMTs and other professionals serving in the Fire & EMS Industry. Clarion Fire & Rescue hold ourselves to the strictest of standards. Quality service to the first responders equals the industry standard while maintaining our long-standing mission to "Transform the EMS Industry."

NAVIGATION

[HOME\(HTTPS://FIREENGINEERINGTRAINING.COM/\)](https://fireengineeringtraining.com/)

[ABOUT US\(/ABOUT-US/\)](/about-us/)

[COURSES\(/COURSE-CATALOG/\)](/course-catalog/)

[PLANS\(/PLANS\)](/plans/)

[CONTACT US\(HTTPS://FIREENGINEERINGTRAINING.COM/CONTACT-US/\)](https://fireengineeringtraining.com/contact-us/) 

© 2024 Clarion Events Fire & Rescue Group | [Privacy Policy](#) | [Cookie Policy\(\)](#)

**Schedule A**

Date: 3/27/2024

Regional Sales Manager: Rob Kandle

Client Information

Client Name: Benton County Fire District 4	
Address: 2604 Bombing Range Road West Richland, WA 93353	
Primary Contact Name: Paul Carlyle	Primary Contact Phone: 509-967-2945
	Primary e-mail: pcarlyle@bcfd4.org

Agreement Term

Effective Date: 4/30/24	Initial Term: 36 Months
--------------------------------	--------------------------------

Invoicing Contact Information**Billing Contact Name: Bonnie Rogers**

Billing Address: 2604 Bombing Range Road West Richland, WA 99353	Billing Phone: 509-905-2470	
Billing e-mail: brogers@bcfd4.org	PO #:	Billing Frequency: Annual Payment Terms: 30 Days

Fees

Product	Description	Qty	List Price	Discount	SubTotal
Annual Maintenance Fee	Maint and Updates for Site	1	\$195	\$0	\$195
Fire Engineering Training Fire & EMS Pro Platform	Online training management platform for EMS & Fire professionals. Online libraries include: Fire, EMS, OSHA, HR and more.	38	\$99	(\$13)	\$3,268
	EMS only	2	\$89	(\$13)	\$152
	Compliance only	9	\$49	(\$10)	\$351
Set Up Fee	Set up and Implementation	1	\$1,500	(\$1,500)	\$0
Total Investment:					\$3,966

Notes:

Set Up Fee waived and discount applied if signed on or before 4/5/24.

Fire Department: Benton County Fire District 4

Signed by:

Signature:

Date:

Title:

Clarion Events/Fire Engineering TrainingSigned by: **Philip Coons**

Signature:

Date:

Title: Vice President of Sales

This quote is valid for 30 days from the date at the top of this page.

[Click Here to Review our Terms and Conditions](#)



Schedule A

Date: 3/27/2024

<https://fireengineeringtraining.com/terms-and-conditions/>

By signing herein, you confirm that you have read and agree to abide by the Terms and Conditions linked below and that they are binding and enforceable provisions of this agreement. References to the "Agreement" shall refer to this proposal as well as the Terms and Conditions, taken as a whole.