



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

SEPTEMBER 5, 2024 – 5:00 PM
2604 BOMBING RANGE RD, WEST RICHLAND, WASHINGTON 99353

CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

ADDITION TO THE AGENDA

THOSE PRESENT

FINANCIAL REVIEW

PUBLIC COMMENTS

Note - Public comments are limited to three (3) minutes per speaker per topic. The Board allows public comments orally or through written testimony provided in advance of the meeting.

CONSENT AGENDA

All matters listed within the Consent Agenda have been distributed to each member of the Board for reading and study. These matters are considered to be routine and will be considered or enacted by one motion of the Board with no separate discussion. However, if any member of the Board desires separate discussion on a specific item, that item may be removed from the Consent Agenda and placed on the Regular Agenda by request.

- Agenda:
 - Approve agenda of September 5, 2024.
- Minutes:
 - Approve minutes of August 15, 2024, Regular Meeting.
- Claim Vouchers:
 - Approve Claim Voucher numbers 1186 through 1224 for \$69,681.25 for the period ending September 13, 2024.

RESOLUTIONS/MOTIONS

- Resolution 2024-06; Rescind Petty Cash Fund
- SOG #5005 – Volunteer Point Definitions and Determinations

DISTRICT REPORTS

- | | |
|-----------------------|-------------------------------|
| • Union Report | • Commissioner's Report |
| • Volunteer Report | • Fire Chief's Report |
| • Logistics Report | • District Secretary's Report |
| • City Liaison Report | |

OPEN FORUM DISCUSSION

IMPORTANT DATES

- September 20 – Southeast Washington Fire Commissioners Association Meeting – Dayton – 6:30 p.m.
- September 22 – Tri-Cities Ironman Triathlon
- October 23-26 – Snure Seminar and WFCA Conference - Spokane

CORRESPONDENCE

- Proposal for Preparation of Plat Exemption Segregation Survey – Station 410

OPERATION PROGRAM UPDATES

UNFINISHED BUSINESS

- Board Meeting Frequency
- Non-Union Affiliated Employee Handbook

NEW BUSINESS

AGENDA ITEMS FOR NEXT MEETING

EXECUTIVE SESSION

ADJOURNMENT



**BENTON COUNTY FIRE PROTECTION DISTRICT NO. 4
BOARD OF FIRE COMMISSIONERS**

**Regular Board Meeting Minutes
August 15, 2024**

CALL MEETING TO ORDER

Commissioner Goodwin called the regular meeting of the Board of Fire Commissioners of Benton County Fire District Protection District #4 to order at 5:00 p.m. at 2604 Bombing Range Rd West Richland, Washington. The board members present at this meeting in-person were Commissioner Brink, Commissioner Goodwin and Commissioner Van Beek.

PLEDGE OF ALLEGIANCE

Commissioner Van Beek led the pledge of allegiance.

ADDITIONS TO THE AGENDA

There were no additions to the agenda.

THOSE PRESENT

Staff members present were:

Fire Chief Carlyle	Captain Rogers	Firefighter Flowers
Finance Manager Paden-Lilly	Lieutenant Premel	Firefighter Gibson
City Council Member Fetto	Firefighter Ammann	Firefighter Hall
Captain Putz	Firefighter Estrella	Firefighter Overson

FINANCIAL REVIEW

The budget revenue and expenditure reports were reviewed.

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
- Agenda – Approval of Agenda dated August 15, 2024
- Minutes – Approval of Minutes dated August 1 and August 5, 2024
- Approval and Pay
 - Payroll Vouchers
 - Approve Payroll Voucher numbers 1050 through 1128 and Electronic Fund Transfer(s) as listed for \$338,707.60 for the period ending August 30, 2024.
 - Claim Vouchers:
 - Approve Claim Voucher numbers 1093 through 1123 for \$59,691.88 for the period ending August 23, 2024.

MOTION by Commissioner Brink to approve the consent agenda. Commissioner Van Beek seconded the motion and the motion passed unanimously.

RESOLUTIONS/MOTIONS

Video Production Proposal

Consider a video production proposal from Sara Magill for 30-second videos to be featured on the website and Facebook, with scripts provided by Liz Loomis Public Affairs.

MOTION by Commissioner Brink to approve the proposal for a one-year commitment. Commissioner Van Beek seconded the motion, and the motion passed.

Administrative Assistant Job Description

Consider approving a Job Description for the full-time position of administrative assistant.

MOTION by Commissioner Brink to approve the Administrative Assistant Job Description as presented. Commissioner Van Beek seconded the motion, and the motion passed.

Non-Union Affiliated Employee Manual

The board considered approving the Non-Union Affiliated Employee Manual. Financial Manager Paden-Lilly noted that the manual is currently under review by Archbright. The Board decided to wait for the completion of Archbright's review before approving the document. The item will be placed under unfinished business until the review is finalized.

Policy 108: Advanced Travel

Consider approving Policy 108: Advanced Travel.

MOTION by Commissioner Brink to approve Policy 108: Advanced Travel. Commissioner Van Beek seconded the motion, and the motion passed.

Policy 144: Procurement

Consider approving Policy 144: Procurement.

MOTION by Commissioner Brink to approve Policy 144: Procurement adding \$10,000 to section 8.2.1 and \$25,000 to section 8.6.1. Commissioner Van Beek seconded the motion, and the motion passed.

DISTRICT REPORTS

City Liaison – City Council Member David Fetto provided updates on several topics: the National Night Out event, the upcoming Chamber Luncheon on September 11 where Fred Brink will be presenting, an overview of the election, and an update on new construction projects.

Commissioners – The Tri-County Commissioners Association meeting was held on August 10 at Station 420. Although the meeting was productive, attendance was low.

Fire Chief - Chief Carlyle provided the following report:

- Attended the Special Commissioner meeting regarding the Deputy Chief hire.
- Met with the Safety Officer and worked on several items.
- Issued budget requests for August; all submissions are due by September 1, 2024.
- Attended the Executive Officers meeting.
- Met with Chris Denny, President of Local 1052, to maintain open communication.
- Attended the West Richland Chamber Board meeting and the monthly luncheon, where Chief Grego from WRPD was the guest speaker. The crime rate in West Richland increased slightly in 2023 compared to 2022. WRPD has requested additional positions in the upcoming budget and is working on strategies to address the rise in crime.
- Informed the Board that he will be out of the office on leave from August 20-26. A delegation has been sent to all staff appointing Acting Chief Harper during his absence.
- Reminded the Board that the September 19 meeting has been rescheduled to Wednesday, September 18.

OPEN FORUM DISCUSSION

There was no open forum discussion.

IMPORTANT DATES

- September 22 – Tri-Cities Ironman Triathlon. The event is expected to bring in 2,500 athletes, plus 7,500 visitors, crews and support staff to the area.
- October 23-26 – Snure Seminar and WFCA Conference - Spokane

CORRESPONDENCE

Chief Carlyle received an email from Aquilini Beverage Group containing a counteroffer to purchase 5.25 acres of district-owned land located on the southwestern side of the district. The Board decided to discuss the real estate offer during an executive session.

OPERATION PROGRAM UPDATES

Chief Carlyle provided the following updates:

- He has met with all three new hire candidates, and all have accepted positions with BCFD4. Their start date is October 1, 2024. Two candidates will attend a three-month in-house academy before moving to shift, while the third, an internal hire, will complete a one-month modified academy and move to shift on November 1, 2024.
- Most of the lights at Station 420 have been replaced, though a few are still experiencing issues.
- The Facilities group is addressing and repairing the damage behind Station 420.

UNFINISHED BUSINESS

- Board Meeting Frequency
- Non-Union Affiliated Employee Handbook

NEW BUSINESS

There was no new business.

AGENDA ITEMS FOR NEXT MEETING

There were no agenda items to add to the next meeting.

EXECUTIVE SESSION

Commissioner Goodwin called a 5-minute executive session at 5:25 p.m. per RCW 42.30.110 (1)(c) to consider the price for sale or lease of real estate. The meeting was called back to order at 5:30 p.m.

Sale of Property

Following the Executive Session, the Board considered the counteroffer from Aquilini Beverage Group to purchase district-owned land.

MOTION by Commissioner Van Beek to accept the counteroffer of \$250,000 from Aquilini Beverage Group for the purchase of 5.25 acres of district-owned land on the southwestern side of the district. The motion also authorized Attorney Snure to execute the purchase and sale agreement. Commissioner Brink seconded the motion, and it passed unanimously.

ADJOURNMENT

With no further business to come before the Board the meeting was adjourned at 5:32 p.m.

Attested:



Billie Paden-Lilly, District Secretary

9/5/2024
Date



Michael Van Beek, Commissioner

09/05/2024
Date



Garrett Goodwin, Commissioner

09/05/2024
Date

Fred Brink, Commissioner

Date

ACCOUNTS PAYABLE

BENTON COUNTY FIRE PROTECTION DISTRICT #4

Time: 13:39:24 Date: 09/04/2024
Page: 1

As Of: 09/13/2024

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
14288	09/13/202409/13/2024724		ABV	486.98	PEST CONTROL - ALL STATIONS
	522 50 41 00	Professional Services	001 000 522 6841 - General I	486.98	PEST CONTROL-ALL STATIONS
Invoice					
	31340			486.98	PEST CONTROL - ALL STATIONS
14286	08/20/202409/13/202415		AMAZON	533.70	COMMAND POST TRAILER SUPPLIES
	522 20 31 00	Expendable Incident Supplie	001 000 522 6841 - General I	533.70	TRAILER SUPPLIES
Invoice					
	1XDK-NF6D-1CGV			130.94	COMMAND POST TRAILER SUPPLIES
	1Y9J-TYCX-7V3X			402.76	COMMAND POST TRAILER SUPPLIES
14284	09/13/202409/13/2024829		AT&T MOBILITY	108.46	FIRSTNET
	522 12 42 10	Cellular Phone Service	001 000 522 6841 - General I	108.46	FIRSTNET
Invoice					
	08192024			108.46	FIRSTNET
14289	09/13/202409/13/202442		BENTON RURAL ELECTRIC	2,437.09	ELECTRICITY
	522 50 47 10	Electricity	001 000 522 6841 - General I	877.25	STA 420 -172850825
	522 50 47 10	Electricity	001 000 522 6841 - General I	33.11	WELL - 34400
	522 50 47 10	Electricity	001 000 522 6841 - General I	145.38	SHOP - 602700
	522 50 47 10	Electricity	001 000 522 6841 - General I	963.29	STA 430 - 892000
	522 50 47 10	Electricity	001 000 522 6841 - General I	388.54	STA 410 - 31760125
	522 50 47 10	Electricity	001 000 522 6841 - General I	29.52	LATE CHG
Invoice					
	08312024			2,437.09	ELECTRICITY
14271	09/13/202409/13/20241051		CAMPING WORLD RV SALES	1,547.87	APP 47 REPAIR PAINT & BODY
	522 60 48 00	3rd party repair & Maint. - A	001 000 522 6841 - General I	1,547.87	APP 47 REPAIRS
Invoice					
	WS5731			1,547.87	APP 47 REPAIR PAINT & BODY
14272	09/13/202409/13/2024575		CARLYLE, PAULE	32.77	FOOD, PROCTORS OF DEPUTY CHIEF INTERVIEWS
	522 26 31 10	Food	001 000 522 6841 - General I	32.77	FOOD FOR INTERVIEWS

ACCOUNTS PAYABLE

BENTON COUNTY FIRE PROTECTION DISTRICT #4

Time: 13:39:24 Date: 09/04/2024
Page: 2

As Of: 09/13/2024

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
			Invoice		
			08192024	32.77	FOOD, PROCTORS OF DEPUTY CHIEF INTERVIEWS
14290	09/13/2024	09/13/2024	CASCADE FIRE - OREGON	378.26	BOOTS
	522 20 28 00	Uniforms (All Non-PPE)	001 000 522 6841 - General I	378.26	BOOTS
			Invoice		
			14441	378.26	BOOTS
14291	09/13/2024	09/13/2024	CASCADE NATURAL GAS	97.39	NATURAL GAS
	522 50 47 20	Water/Sewer/Natural Gas	001 000 522 6841 - General I	97.39	NATURAL GAS
			Invoice		
			08162024	97.39	NATURAL GAS
14287	09/13/2024	09/13/2024	CHARTER COMMUNICATIONS	797.32	TV/INTERNET
	522 12 41 01	Contract Services - TV/Intern	001 000 522 6841 - General I	797.32	TV/INTERNET
			Invoice		
			239004001081424	797.32	TV/INTERNET
14273	09/13/2024	09/13/2024	CORWIN FORD	4,006.83	APP 30 REPAIR
	522 60 48 00	3rd party repair & Maint. - A	001 000 522 6841 - General I	4,006.83	APP 30 REPAIR
			Invoice		
			855779	4,006.83	APP 30 REPAIR
14292	09/13/2024	09/13/2024	CORWIN FORD	787.34	APP 45 REPAIRS
	522 60 48 00	3rd party repair & Maint. - A	001 000 522 6841 - General I	787.34	APP 45 REPAIRS
			Invoice		
			858532	787.34	APP 45 REPAIRS
14294	09/13/2024	09/13/2024	DEPARTMENT OF NATURAL RESOURCES	5.46	POSTAGE FOR ANTENNA
	522 12 42 40	Postage	001 000 522 6841 - General I	5.46	POSTAGE FOR ANTENNA
			Invoice		

BENTON COUNTY FIRE PROTECTION DISTRICT #4

ACCOUNTS PAYABLE

Time: 13:39:24 Date: 09/04/2024
 Page: 3

As Of: 09/13/2024

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
			18024282	5.46	POSTAGE FOR ANTENNA
14295	09/13/2024	09/13/2024	FIRE 4 ADVANCED TRAVEL	230.00	PER DIEM TRENCH RESCUE TECH - VINING
522 45 43 10	PerDiem & Lodging(Operati	001 000 522 6841 - General I		230.00	PER DIEM TRENCH RESCUE TECH
			Invoice		
			1011	230.00	PER DIEM TRENCH RESCUE TECH - VINING
14293	09/13/2024	09/13/2024	FLOWERS, CODY R	1,423.93	PMD TUITION
522 45 43 98	Career Tuition	001 000 522 6841 - General I		1,423.93	PMD TUITION
			Invoice		
			11081	1,423.93	PMD TUITION
14274	09/13/2024	09/13/2024	FRONTLINE MEDICAL	8,456.00	PHYSICALS
522 20 24 10	Physicals/Innoculation	001 000 522 6841 - General I		8,456.00	PHYSICALS
			Invoice		
			3473	3,484.00	PHYSICALS
			3449	3,834.00	PHYSICALS
			3512	1,138.00	PHYSICAL
14285	09/13/2024	09/13/2024	GARRISON-EHREDT, KAILEE M	10.87	UT146 EXTERIOR CAR WASH
522 60 48 00	3rd party repair & Maint. - A	001 000 522 6841 - General I		10.87	UT146 CAR WASH
			Invoice		
			T34477	10.87	UT146 EXTERIOR CAR WASH
14296	09/13/2024	09/13/2024	HUGHES FIRE EQUIPMENT INC.	7,889.98	APP 47 ACCIDENT REPAIRS
522 60 48 00	3rd party repair & Maint. - A	001 000 522 6841 - General I		7,889.98	APP 47 ACCIDENT REPAIRS
			Invoice		
			611008	7,889.98	APP 47 ACCIDENT REPAIRS
14297	09/13/2024	09/13/2024	IGT CONSTRUCTION, INC	4,066.25	STA410 SIGN REMENDING PAYMENT
522 50 48 00	Repair & Maint. - Facilities	001 000 522 6841 - General I		4,066.25	STA410 SIGN REMENDING PAYMENT
			Invoice		

ACCOUNTS PAYABLE

BENTON COUNTY FIRE PROTECTION DISTRICT #4

Time: 13:39:24 Date: 09/04/2024
Page: 4

As Of: 09/13/2024

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
			3105	4,066.25	STA410 SIGN REMENDING PAYMENT
14275	09/13/2024	09/13/2024	IMAGE TREND	2,269.29	ELITE RESCUE ANNUAL FEE
522 70 41 10	Contract Services - EMS	001 000 522 6841 - General I		2,269.29	ELITE RESCUE ANNUAL FEE
<hr/>					
14276	09/13/2024	09/13/2024	ISOUSOURCE	6,738.66	BLOCK SUPPORT
522 12 41 03	Contract Services - Compute	001 000 522 6841 - General I		5,000.00	BLOCK SUPPORT
522 12 41 03	Contract Services - Compute	001 000 522 6841 - General I		1,738.66	MONITORING
<hr/>					
14277	09/13/2024	09/13/2024	LIFE ASSIST	1,467.43	EMS SUPPLIES
522 70 31 00	Expendable Supplies - EMS	001 000 522 6841 - General I		1,467.43	EMS SUPPLIES
<hr/>					
14298	09/13/2024	09/13/2024	LIFE ASSIST	2,645.62	EMS SUPPLIES
522 70 31 00	Expendable Supplies - EMS	001 000 522 6841 - General I		2,645.62	EMS SUPPLIES
<hr/>					
14299	09/13/2024	09/13/2024	LIZ LOOMIS EASL, INC	6,000.00	COMMUNICATION
522 30 41 01	Professional Services - Mark	001 000 522 6841 - General I		6,000.00	COMMUNICATION
<hr/>					
				6,000.00	COMMUNICATION

ACCOUNTS PAYABLE

As Of: 09/13/2024

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
14283	09/13/2024	09/13/2024	LN CURTIS & SONS	707.65	NOZZLES; HANDLE COVER KITS
522 21 35 12	Nozzle Replacement	001 000 522 6841 - General I		707.65	NOZZLES
			Invoice		
	855836		1,554.36		NOZZLES
	253638		-1,447.89		OVERPAYMENT S865819
	856583		601.18		HANDLE COVER KITS
14278	09/13/2024	09/13/2024	MS. FLOWER'S INTERPRETERS & TRANSLATORS	225.00	NEWSLETTER TRANSLATION
522 30 48 10	Newsletter/Education Flyers	001 000 522 6841 - General I		225.00	NEWSLETTER TRANSLATION
			Invoice		
	2025-WO-221		225.00		NEWSLETTER TRANSLATION
14300	09/13/2024	09/13/2024	MUNICIPAL EMERGENCY SERVICES	213.38	NY HOOK
522 21 35 10	Tools & Equipment -Suppres	001 000 522 6841 - General I		213.38	NY HOOK
			Invoice		
	2100346		213.38		NY HOOK
14301	09/13/2024	09/13/2024	NATIONAL TESTING NETWORK	500.00	ANNUAL MEMBERSHIP
522 12 49 00	Memberships/Dues	001 000 522 6841 - General I		500.00	ANNUAL MEMBERSHIP
			Invoice		
	16127		500.00		ANNUAL MEMBERSHIP
14279	09/13/2024	09/13/2024	NEWEGG	665.43	COMPUTER PARTS
522 12 35 10	Office Computer Equipment	001 000 522 6841 - General I		665.43	COMPUTER PARTS
			Invoice		
	1305106274		321.72		COMPUTER PARTS
	1305107215		233.91		COMPUTER PARTS
	1305106165		109.80		COMPUTER PARTS
14280	09/13/2024	09/13/2024	NORTHWEST SAFETY CLEAN	162.71	NFPA CLEANING OF GEAR AND REPAIRS
522 12 41 20	Professional Services	001 000 522 6841 - General I		162.71	CLEANING OF GEAR/REPAIRS
			Invoice		

ACCOUNTS PAYABLE

BENTON COUNTY FIRE PROTECTION DISTRICT #4

Time: 13:39:24 Date: 09/04/2024
Page: 6

As Of: 09/13/2024

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
			24-46172	162.71	NFPA CLEANING OF GEAR AND REPAIRS
14302 09/13/202409/13/2024841			OVERHEAD DOOR	233.71	STA420 DOOR DIAGNOSIS
522 50 48 00	Repair & Maint. - Facilities	001 000 522 6841 - General I		233.71	STA420 DOOR DIAGNOSIS
	Invoice			233.71	STA420 DOOR DIAGNOSIS
	32436				
14304 09/13/202409/13/2024885			PACIFIC OFFICE AUTOMATION	504.87	COMMUNICATIONS SERVICES; COPIER USAGE
522 12 41 00	Contract Services	001 000 522 6841 - General I		20.53	COPIER USAGE
522 12 42 00	Phone Service	001 000 522 6841 - General I		484.34	COMM SERVICES
	Invoice			484.34	COMMUNICATIONS SERVICES
	465346			20.53	COPIER USAGE
	479829				
14303 09/13/202409/13/2024824			PALADIN BACKGROUND	78.00	BACKGROUND (4)
522 12 44 00	Advertising/Notices/Recruiti	001 000 522 6841 - General I		78.00	BACKGROUND (4)
	Invoice			78.00	BACKGROUND (4)
	6023				
14281 09/13/202409/13/2024833			RINGOLDE	130.17	BOONIE CAPS, PATCHES
522 20 28 00	Uniforms (All Non-PPE)	001 000 522 6841 - General I		130.17	CAPS, PATCHES
	Invoice			130.17	BOONIE CAPS, PATCHES
	7487				
14305 09/13/202409/13/2024322			STAPLES ADVANTAGE	435.50	FACILITIES SUPPLIES
522 50 31 00	Expendable Supplies -Faciliti	001 000 522 6841 - General I		435.50	FACILITIES SUPPLIES
	Invoice			435.50	FACILITIES SUPPLIES
	6010402782				
14282 09/13/202409/13/2024324			STATE AUDITOR'S OFFICE	1,540.25	ACCOUNTABILITY AUDIT, INVESTIGATION
522 12 49 20	State Auditor	001 000 522 6841 - General I		1,540.25	ACCT AUDIT, INVESTIGATION
	Invoice			1,540.25	ACCT AUDIT, INVESTIGATION

ACCOUNTS PAYABLE

BENTON COUNTY FIRE PROTECTION DISTRICT #4

Time: 13:39:24 Date: 09/04/2024
Page: 7

As Of: 09/13/2024

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
			L162848	1,540.25	ACCOUNTABILITY AUDIT, INVESTIGATION
14306	09/13/2024	09/13/2024	STERICYCLE	32.40	EMS WASTE DISPOSAL
522 70 41 10	Contract Services - EMS	001 000 522 6841 - General I	Invoice	32.40	EMS WASTE DSIPOSAL
			8008053890	32.40	EMS WASTE DISPOSAL
14307	09/13/2024	09/13/2024	TIRE FACTORY	987.77	BATTERIES (4)
522 60 31 00	Expendable Supplies - Autor	001 000 522 6841 - General I	Invoice	987.77	BATTERIES (4)
			3040864	987.77	BATTERIES (4)
14309	09/13/2024	09/13/2024	US BANK COPIER LEASE	5,659.44	PAYOFF TO RETURN 2 COPIERS
522 12 45 00	Equipment Lease/Maint	001 000 522 6841 - General I	Invoice	5,659.44	PAYOFF TO RET COPIERS
			5000628498000	5,659.44	PAYOFF TO RETURN 2 COPIERS
14308	09/13/2024	09/13/2024	US LINEN & UNIFORM	441.04	MAT SERVICE
522 50 41 00	Professional Services	001 000 522 6841 - General I	Invoice	441.04	MAT SERVICE
			3365935	62.15	MAT SERVICE
			3372917	62.15	MAT SERVICE
			3364169	49.68	MAT SERVICE
			3371137	49.68	MAT SERVICE
			3367746	108.69	MAT SERVICE
			3374730	108.69	MAT SERVICE
14310	09/13/2024	09/13/2024	VERIZON WIRELESS	771.15	CELL SERVICE; PHONE CASE
522 12 42 10	Cellular Phone Service	001 000 522 6841 - General I	Invoice	771.15	CELL SRV; PHONE CASE
			9971589792	771.15	CELL SERVICE; PHONE CASE
14311	09/13/2024	09/13/2024	VOYAGER	3,975.28	FUEL

ACCOUNTS PAYABLE

As Of: 09/13/2024

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
522 60 32 00	Fuels		001 000 522 6841 - General I	3,975.28	FUEL

Invoice

8693879692436 3,975.28 FUEL

Fund

001 6841 - General Fund 69,681.25

Report Total: 69,681.25

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.

WARRANT/CHECK REGISTER

BENTON COUNTY FIRE PROTECTION DISTRICT #4

Time: 14:03:04 Date: 09/04/2024

09/01/2024 To: 09/13/2024

Page: 1

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
1186	09/13/2024	Claims	6841	1378	ABV	486.98	PEST CONTROL - ALL STATIONS
1187	09/13/2024	Claims	6841	1379	AMAZON	533.70	COMMAND POST TRAILER SUPPLIES
1188	09/13/2024	Claims	6841	1380	AT&T MOBILITY	108.46	FIRSTNET
1189	09/13/2024	Claims	6841	1381	BENTON RURAL ELECTRIC	2,437.09	ELECTRICITY
1190	09/13/2024	Claims	6841	1382	CAMPING WORLD RV SALES	1,547.87	APP 47 REPAIR PAINT & BODY
1191	09/13/2024	Claims	6841	1383	PAUL E CARLYLE	32.77	FOOD, PROCTORS OF DEPUTY CHIEF INTERVIEWS
1192	09/13/2024	Claims	6841	1384	CASCADE FIRE - OREGON	378.26	BOOTS
1193	09/13/2024	Claims	6841	1385	CASCADE NATURAL GAS	97.39	NATURAL GAS
1194	09/13/2024	Claims	6841	1386	CHARTER COMMUNICATIONS	797.32	TV/INTERNET
1195	09/13/2024	Claims	6841	1387	CORWIN FORD	4,794.17	APP 30 REPAIR; APP 45 REPAIRS
1196	09/13/2024	Claims	6841	1388	DEPARTMENT OF NATURAL RESOURCES	5.46	POSTAGE FOR ANTENNA
1197	09/13/2024	Claims	6841	1389	FIRE 4 ADVANCED TRAVEL	230.00	PER DIEM TRENCH RESCUE TECH - VINING
1198	09/13/2024	Claims	6841	1390	CODY R FLOWERS	1,423.93	PMD TUITION
1199	09/13/2024	Claims	6841	1391	FRONTLINE MEDICAL	8,456.00	PHYSICALS
1200	09/13/2024	Claims	6841	1392	KAILEE M GARRISON-EHREDT	10.87	UT146 EXTERIOR CAR WASH
1201	09/13/2024	Claims	6841	1393	HUGHES FIRE EQUIPMENT INC.	7,889.98	APP 47 ACCIDENT REPAIRS
1202	09/13/2024	Claims	6841	1394	IGT CONSTRUCTION, INC	4,066.25	STA410 SIGN REMENDING PAYMENT
1203	09/13/2024	Claims	6841	1395	IMAGE TREND	2,269.29	ELITE RESCUE ANNUAL FEE
1204	09/13/2024	Claims	6841	1396	ISOUTSOURCE	6,738.66	BLOCK SUPPORT
1205	09/13/2024	Claims	6841	1397	LIFE ASSIST	4,113.05	EMS SUPPLIES; EMS SUPPLIES
1206	09/13/2024	Claims	6841	1398	LIZ LOOMIS EASL, INC	6,000.00	COMMUNICATION
1207	09/13/2024	Claims	6841	1399	LN CURTIS & SONS	707.65	NOZZLES; HANDLE COVER KITS
1208	09/13/2024	Claims	6841	1400	MS. FLOWER'S INTERPRETERS & TRANSLATORS	225.00	NEWSLETTER TRANSLATION
1209	09/13/2024	Claims	6841	1401	MUNICIPAL EMERGENCY SERVICES	213.38	NY HOOK
1210	09/13/2024	Claims	6841	1402	NATIONAL TESTING NETWORK	500.00	ANNUAL MEMBERSHIP
1211	09/13/2024	Claims	6841	1403	NEWEGG	665.43	COMPUTER PARTS
1212	09/13/2024	Claims	6841	1404	NORTHWEST SAFETY CLEAN	162.71	NFPA CLEANING OF GEAR AND REPAIRS
1213	09/13/2024	Claims	6841	1405	OVERHEAD DOOR	233.71	STA420 DOOR DIAGNOSIS
1214	09/13/2024	Claims	6841	1406	PACIFIC OFFICE AUTOMATION	504.87	COMMUNICATIONS SERVICES; COPIER USAGE
1215	09/13/2024	Claims	6841	1407	PALADIN BACKGROUND	78.00	BACKGROUND (4)
1216	09/13/2024	Claims	6841	1408	RINGOLDE	130.17	BOONIE CAPS, PATCHES
1217	09/13/2024	Claims	6841	1409	STAPLES ADVANTAGE	435.50	FACILITIES SUPPLIES
1218	09/13/2024	Claims	6841	1410	STATE AUDITOR'S OFFICE	1,540.25	ACCOUNTABILITY AUDIT, INVESTIGATION
1219	09/13/2024	Claims	6841	1411	STERICYCLE	32.40	EMS WASTE DISPOSAL
1220	09/13/2024	Claims	6841	1412	TIRE FACTORY	987.77	BATTERIES (4)
1221	09/13/2024	Claims	6841	1413	US BANK COPIER LEASE	5,659.44	PAYOFF TO RETURN 2 COPIERS
1222	09/13/2024	Claims	6841	1414	US LINEN & UNIFORM	441.04	MAT SERVICE
1223	09/13/2024	Claims	6841	1415	VERIZON WIRELESS	771.15	CELL SERVICE; PHONE CASE
1224	09/13/2024	Claims	6841	1416	VOYAGER	3,975.28	FUEL

001 6841 - General Fund

69,681.25

Claims:

69,681.25

69,681.25

WARRANT/CHECK REGISTER

BENTON COUNTY FIRE PROTECTION DISTRICT #4

Time: 14:03:04 Date: 09/04/2024

09/01/2024 To: 09/13/2024

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Trans Date Type Acct # War # Claimant Amount Memo

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 Bohden Gilley

Commissioners: [Signature], [Signature], _____

Approval Date 9/5/2024

2024 BUDGET POSITION

BENTON COUNTY FIRE PROTECTION DISTRICT

Time: 14:00:22 Date: 09/04/2024

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001 6841 - General Fund

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

Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances				
308 91 00 00 Beginning Balance	3,021,859.00	3,021,858.50	0.50	100.0%
308 91 00 01 Beginning Balance - Cash/Imprest	17,070.00	17,070.17	(0.17)	100.0%
308 Beginning Balances	3,038,929.00	3,038,928.67	0.33	100.0%
310 Taxes				
311 10 00 01 Property Tax	4,402,919.00	2,425,143.54	1,977,775.46	55.1%
337 20 00 01 Leasehold Excise Tax	30,000.00	28,101.45	1,898.55	93.7%
310 Taxes	4,432,919.00	2,453,244.99	1,979,674.01	55.3%
330 Intergovernmental Revenues				
334 04 90 01 State Trauma Grant	766.00	766.00	0.00	100.0%
334 06 90 04 BVFF Physical Reimbursement	1,000.00	0.00	1,000.00	0.0%
335 00 91 01 Energy NW Generation Tax	28,691.00	28,691.26	(0.26)	100.0%
330 Intergovernmental Revenues	30,457.00	29,457.26	999.74	96.7%
340 Charges For Services				
341 70 00 05 Sales of Merchandise	5,000.00	2,202.21	2,797.79	44.0%
342 21 00 01 Fire Services, State	39,000.00	17,709.46	21,290.54	45.4%
342 21 00 03 Fire Services, Schools	2,300.00	0.00	2,300.00	0.0%
342 21 00 04 Fire Services, Private	0.00	2,270.88	(2,270.88)	0.0%
340 Charges For Services	46,300.00	22,182.55	24,117.45	47.9%
361 Miscellaneous Revenue				
361 11 00 01 General Fund Interest	50,000.00	48,696.97	1,303.03	97.4%
362 53 00 00 Rental of Facility	2,500.00	1,767.60	732.40	70.7%
369 91 00 00 Other Miscellaneous Revenue	2,000.00	0.00	2,000.00	0.0%
361 Miscellaneous Revenue	54,500.00	50,464.57	4,035.43	92.6%
380 Other Increases in Fund Resources				
389 50 68 04 Refund/Reimbursement	0.00	640.83	(640.83)	0.0%
380 Other Increases in Fund Resources	0.00	640.83	(640.83)	0.0%
397 Interfund Transfers				
397 00 00 10 Transfer In From 6848	281,000.00	281,000.00	0.00	100.0%
397 00 00 11 Transfer in From 6848	934,000.00	934,000.00	0.00	100.0%
397 00 00 12 Transfer in from 6848	1,680,828.00	1,680,828.00	0.00	100.0%
397 Interfund Transfers	2,895,828.00	2,895,828.00	0.00	100.0%
Fund Revenues:	10,498,933.00	8,490,746.87	2,008,186.13	80.9%
Expenditures	Amt Budgeted	Expenditures	Remaining	

522 Fire Control

2024 BUDGET POSITION

BENTON COUNTY FIRE PROTECTION DISTRICT

Time: 14:00:22 Date: 09/04/2024

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001 6841 - General Fund

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	3,604.00	5,396.00 40.0%
522 11 10 20	Salary-Comm 2 (Goodwin)	9,000.00	5,598.00	3,402.00 62.2%
522 11 10 30	Salary-Comm 3 (Brink)	9,000.00	6,341.00	2,659.00 70.5%
522 11 20 10	Benefits - Comm 1 (Van Beek)	1,000.00	285.47	714.53 28.5%
522 11 20 20	Benefits - Comm 2 (Goodwin)	1,000.00	444.90	555.10 44.5%
522 11 20 30	Benefits - Comm 3 (Brink)	1,000.00	506.97	493.03 50.7%
522 11 43 00	Travel-Mileage & Airfare	2,000.00	981.14	1,018.86 49.1%
522 11 43 30	Travel - Per Diem & Lodging	5,100.00	1,277.89	3,822.11 25.1%
522 11 43 31	Registration Fees	3,300.00	765.00	2,535.00 23.2%
011 Legislative		40,400.00	19,804.37	20,595.63 49.0%
522 12 10 10	Salary - Administration	484,108.00	265,922.73	218,185.27 54.9%
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	3,880.00	5,120.00 43.1%
522 12 20 10	Benefits - Administrative	85,420.00	37,548.10	47,871.90 44.0%
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	1,581.66	2,418.34 39.5%
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	2,110.97	1,639.03 56.3%
522 12 31 10	Computer Software	22,000.00	10,432.60	11,567.40 47.4%
522 12 35 00	Office Tools & Equipment	1,500.00	296.11	1,203.89 19.7%
522 12 35 10	Office Computer Equipment	25,600.00	19,474.28	6,125.72 76.1%
522 12 41 00	Contract Services	40,000.00	38,395.20	1,604.80 96.0%
522 12 41 01	Contract Services - TV/Internet	19,000.00	7,007.45	11,992.55 36.9%
522 12 41 03	Contract Services - Computer	100,000.00	75,614.82	24,385.18 75.6%
522 12 41 10	Contract Services - Financial Services	15,000.00	11,000.00	4,000.00 73.3%
522 12 41 20	Professional Services	0.00	290.68	(290.68) 0.0%
522 12 42 00	Phone Service	12,000.00	9,485.93	2,514.07 79.0%
522 12 42 10	Cellular Phone Service	13,000.00	7,203.68	5,796.32 55.4%
522 12 42 40	Postage	1,500.00	549.39	950.61 36.6%
522 12 44 00	Advertising/Notices/Recruiting	2,000.00	985.00	1,015.00 49.3%
522 12 46 00	District Insurance	120,084.00	127,057.00	(6,973.00) 105.8%
522 12 48 20	WebPage Maintenance	1,100.00	465.09	634.91 42.3%
522 12 49 00	Memberships/Dues	12,000.00	10,171.00	1,829.00 84.8%
522 12 49 05	Fitness Club Memberships	6,000.00	5,400.22	599.78 90.0%
522 12 49 10	Taxes And Irrigation Fees	300.00	115.37	184.63 38.5%
522 12 49 20	State Auditor	60,000.00	52,539.61	7,460.39 87.6%
012 Administrative		1,059,462.00	693,686.89	365,775.11 65.5%
522 13 49 00	Election Assessments	6,000.00	0.00	6,000.00 0.0%
013 Election		6,000.00	0.00	6,000.00 0.0%
522 14 40 00	Advertising	500.00	99.66	400.34 19.9%
522 14 41 00	Professional Services	24,500.00	13,621.54	10,878.46 55.6%
014 Legal		25,000.00	13,721.20	11,278.80 54.9%
522 20 10 10	Mobilization Wages	30,000.00	48,063.88	(18,063.88) 160.2%
522 20 20 10	Mobilization Benefits	9,000.00	4,957.75	4,042.25 55.1%
522 20 24 10	Physicals/Innoculation	33,000.00	38,547.00	(5,547.00) 116.8%
522 20 28 00	Uniforms (All Non-PPE)	36,000.00	14,556.28	21,443.72 40.4%
522 20 31 00	Expendable Incident Supplies	500.00	665.10	(165.10) 133.0%

2024 BUDGET POSITION

BENTON COUNTY FIRE PROTECTION DISTRICT

Time: 14:00:22 Date: 09/04/2024

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001 6841 - General Fund

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

Expenditures	Amt Budgeted	Expenditures	Remaining	
522 Fire Control				
522 20 35 00 Tools & Equipment	2,500.00	19.00	2,481.00	0.8%
522 20 48 00 Uniform Maintenance	1,000.00	0.00	1,000.00	0.0%
020 Operations	112,000.00	106,809.01	5,190.99	95.4%
522 21 10 10 Salary - Firefighters	2,398,677.00	1,525,273.67	873,403.33	63.6%
522 21 10 71 Overtime - Firefighters	260,000.00	143,822.90	116,177.10	55.3%
522 21 10 80 Resident Reimbursement	30,000.00	46,548.00	(16,548.00)	155.2%
522 21 10 90 Volunteer Reimbursement	66,000.00	7,113.00	58,887.00	10.8%
522 21 20 04 HRA Benefits	69,000.00	43,370.00	25,630.00	62.9%
522 21 20 10 Benefits - Firefighters	697,086.00	387,267.37	309,818.63	55.6%
522 21 20 71 Benefits - Overtime FF	67,600.00	28,685.68	38,914.32	42.4%
522 21 20 80 Benefits - Resident Reimbursement	2,500.00	1,409.79	1,090.21	56.4%
522 21 20 90 Benefits - Volunteer	6,000.00	2,714.41	3,285.59	45.2%
522 21 28 20 PPE - Protective Clothing	70,000.00	26,528.11	43,471.89	37.9%
522 21 31 00 Expendable Supplies - Suppression	1,200.00	2,255.53	(1,055.53)	188.0%
522 21 35 10 Tools & Equipment - Suppression	5,750.00	4,166.91	1,583.09	72.5%
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	3,992.72	6,012.28	39.9%
522 21 41 00 Professional Services	12,000.00	7,953.29	4,046.71	66.3%
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	3,714,043.00	2,241,315.67	1,472,727.33	60.3%
522 24 31 00 Expendable Supplies - Radios	500.00	190.50	309.50	38.1%
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	74,000.00	41,000.00	64.3%
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	74,305.56	132,993.74	35.8%
522 26 31 00 Expendable Supplies	3,000.00	0.00	3,000.00	0.0%
522 26 31 10 Food	4,000.00	2,388.56	1,611.44	59.7%
522 26 35 00 Non-Expendable Equipment	1,000.00	0.00	1,000.00	0.0%
522 26 48 00 Outside Services	4,500.00	3,312.00	1,188.00	73.6%
026 Logistics (Support Services)	12,500.00	5,700.56	6,799.44	45.6%
522 30 31 00 Expendable Supplies-Prevention	10,000.00	1,211.08	8,788.92	12.1%
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 41 01 Professional Services - Marketing	72,000.00	60,052.17	11,947.83	83.4%
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	225.00	775.00	22.5%
030 Public Information	85,600.00	61,488.25	24,111.75	71.8%
522 45 10 10 Salary - Training Captain	136,000.00	90,727.16	45,272.84	66.7%
522 45 10 71 Overtime - Training Captain	16,000.00	16,214.21	(214.21)	101.3%
522 45 20 10 Benefits - Training Captain	35,000.00	17,667.65	17,332.35	50.5%
522 45 20 71 Benefits - OT Training Captain	4,000.00	3,010.42	989.58	75.3%
522 45 31 00 Expendable Supplies - Training	10,000.00	391.39	9,608.61	3.9%
522 45 31 10 Training Computer Software	15,000.00	7,954.71	7,045.29	53.0%

2024 BUDGET POSITION

BENTON COUNTY FIRE PROTECTION DISTRICT

Time: 14:00:22 Date: 09/04/2024

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001 6841 - General Fund

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

Expenditures	Amt Budgeted	Expenditures	Remaining	
522 Fire Control				
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	1,466.10	2,033.90	41.9%
522 45 43 01 Travel - Mileage&Air(Admin)	2,400.00	31.62	2,368.38	1.3%
522 45 43 03 Travel - Mileage&Air(EMS)	6,500.00	342.06	6,157.94	5.3%
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	2,751.31	8,248.69	25.0%
522 45 43 11 PerDiem & Lodging(Admin)	6,800.00	164.00	6,636.00	2.4%
522 45 43 13 PerDiem & Lodging(EMS)	8,000.00	1,210.40	6,789.60	15.1%
522 45 43 14 PerDiem & Lodging(Safety)	2,500.00	1,550.90	949.10	62.0%
522 45 43 20 Registration Fees(Operations)	26,000.00	6,271.28	19,728.72	24.1%
522 45 43 21 Registration Fees(Admin)	3,500.00	2,755.00	745.00	78.7%
522 45 43 23 Registration Fees(EMS)	7,900.00	858.04	7,041.96	10.9%
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	6,001.69	8,998.31	40.0%
522 45 43 99 Article 32 MED EMS Training	34,500.00	1,065.00	33,435.00	3.1%
045 Training	367,300.00	161,276.49	206,023.51	43.9%
522 50 31 00 Expendable Supplies -Facilities	11,000.00	5,834.45	5,165.55	53.0%
522 50 35 00 Tools & Equipment - Facilities	7,000.00	2,298.11	4,701.89	32.8%
522 50 41 00 Professional Services	0.00	5,341.41	(5,341.41)	0.0%
522 50 45 00 Lease-Sta 410	5,000.00	4,767.63	232.37	95.4%
522 50 47 10 Electricity	38,000.00	19,498.06	18,501.94	51.3%
522 50 47 20 Water/Sewer/Natural Gas	25,000.00	8,089.20	16,910.80	32.4%
522 50 48 00 Repair & Maint. - Facilities	70,000.00	61,820.47	8,179.53	88.3%
050 Facilities	156,000.00	107,649.33	48,350.67	69.0%
522 60 31 00 Expendable Supplies - Automotive	3,000.00	3,594.11	(594.11)	119.8%
522 60 32 00 Fuels	58,300.00	25,926.50	32,373.50	44.5%
522 60 35 00 Tools, Equipment & Parts - Automotive	5,350.00	4,507.70	842.30	84.3%
522 60 48 00 3rd party repair & Maint. - Automotive	112,125.00	71,839.37	40,285.63	64.1%
060 Automotive	178,775.00	105,867.68	72,907.32	59.2%
522 70 10 10 Salary - EMS Captain	140,000.00	104,275.80	35,724.20	74.5%
522 70 10 71 Overtime - EMS Captain	25,000.00	20,595.90	4,404.10	82.4%
522 70 20 10 Benefits - EMS Captain	35,000.00	20,588.32	14,411.68	58.8%
522 70 20 71 Benefits - OT EMS Captain	6,000.00	3,854.06	2,145.94	64.2%
522 70 31 00 Expendable Supplies - EMS	60,000.00	45,701.26	14,298.74	76.2%
522 70 35 00 Small Tools & Minor Equip	10,800.00	5,115.52	5,684.48	47.4%
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	20,000.00	9,539.59	10,460.41	47.7%
522 70 48 00 Small Tools- Repairs & Maintenance	6,000.00	2,296.85	3,703.15	38.3%
070 Ambulance Transport Services	307,800.00	213,498.83	94,301.17	69.4%
522 Fire Control	6,272,179.30	3,805,123.84	2,467,055.46	60.7%
589 Payroll Clearing				
589 90 00 00 Payroll Clearing	0.00	2,227.75	(2,227.75)	0.0%

2024 BUDGET POSITION

BENTON COUNTY FIRE PROTECTION DISTRIK

Time: 14:00:22 Date: 09/04/2024

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001 6841 - General Fund

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

Expenditures	Amt Budgeted	Expenditures	Remaining	
589 Payroll Clearing				
589 Payroll Clearing	0.00	2,227.75	(2,227.75)	0.0%
591 Debt Service				
591 22 71 02 Capital Lease Principal	62,726.00	62,726.00	0.00	100.0%
591 22 84 03 Lease Payments - Office Equipment	7,500.00	16,108.81	(8,608.81)	214.8%
592 22 83 02 Capital Lease Interest	49,395.00	49,394.19	0.81	100.0%
591 Debt Service	119,621.00	128,229.00	(8,608.00)	107.2%
594 Capital Expenditures				
594 22 62 00 Captial Building	55,000.00	5,395.17	49,604.83	9.8%
594 22 63 00 Capital Apparatus And Equipment	859,835.00	648,979.71	210,855.29	75.5%
594 22 65 01 Capital Furniture and Office	50,000.00	28,873.20	21,126.80	57.7%
594 Capital Expenditures	964,835.00	683,248.08	281,586.92	70.8%
597 Interfund Transfers				
597 00 01 61 Transfer Out To 6846	815,000.00	0.00	815,000.00	0.0%
597 Interfund Transfers	815,000.00	0.00	815,000.00	0.0%
Fund Expenditures:	8,171,635.30	4,618,828.67	3,552,806.63	56.5%
Fund Excess/(Deficit):	2,327,297.70	3,871,918.20		

2024 BUDGET POSITION

BENTON COUNTY FIRE PROTECTION DISTRICT

Time: 14:00:22 Date: 09/04/2024

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110 6848 - EMS Fund 01/01/2024 To: 12/31/2024

	Amt Budgeted	Revenues	Remaining	
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308 Beginning Balances

308 31 00 11 Beginning Balance	3,562,546.00	3,741,193.72	(178,647.72)	105.0%
308 Beginning Balances	3,562,546.00	3,741,193.72	(178,647.72)	105.0%

310 Taxes

311 10 00 11 Property Tax	1,682,683.00	921,810.21	760,872.79	54.8%
310 Taxes	1,682,683.00	921,810.21	760,872.79	54.8%

330 Intergovernmental Revenues

332 93 40 10 GEMT	300,000.00	0.00	300,000.00	0.0%
337 00 00 11 EMSI	150,000.00	75,000.00	75,000.00	50.0%
330 Intergovernmental Revenues	450,000.00	75,000.00	375,000.00	16.7%

340 Charges For Services

342 60 00 07 Ambulance Service	470,000.00	299,373.97	170,626.03	63.7%
340 Charges For Services	470,000.00	299,373.97	170,626.03	63.7%

360 Investment Interest

361 11 00 11 EMS Fund Interest	108,000.00	72,532.72	35,467.28	67.2%
360 Investment Interest	108,000.00	72,532.72	35,467.28	67.2%

Fund Revenues:

6,273,229.00 5,109,910.62 1,163,318.38 81.5%

Expenditures

	Amt Budgeted	Expenditures	Remaining	
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522 Fire Control

522 70 35 10 Small Tools And Minor Equipment	500.00	110.07	389.93	22.0%
522 70 41 00 Ambulance Billing Service Fee	50,000.00	15,879.38	34,120.62	31.8%
522 70 41 20 Ambulance Over Payment	1,000.00	325.00	675.00	32.5%
522 70 48 10 Equipment Repairs & Maintenance	3,000.00	0.00	3,000.00	0.0%
522 Fire Control	54,500.00	16,314.45	38,185.55	29.9%

597 Interfund Transfers

597 00 01 04 Transfer Out to 6841	934,000.00	934,000.00	0.00	100.0%
597 00 01 06 Transfer Out to 6841	1,680,828.00	1,680,828.00	0.00	100.0%
597 00 01 08 Transfer Out to 6841	281,000.00	281,000.00	0.00	100.0%
597 00 01 10 Transfer Out To 6846	170,000.00	170,000.00	0.00	100.0%
597 Interfund Transfers	3,065,828.00	3,065,828.00	0.00	100.0%

Fund Expenditures:

3,120,328.00 3,082,142.45 38,185.55 98.8%

2024 BUDGET POSITION

BENTON COUNTY FIRE PROTECTION DISTRICT

Time: 14:00:22 Date: 09/04/2024

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110 6848 - EMS Fund

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

Fund Excess/(Deficit):

3,152,901.00

2,027,768.17

2024 BUDGET POSITION

BENTON COUNTY FIRE PROTECTION DISTRICT

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201 6842 - Bond Fund 01/01/2024 To: 12/31/2024

Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances				
308 31 00 21 Beginning Balance	186,499.00	189,160.33	(2,661.33)	101.4%
308 Beginning Balances	186,499.00	189,160.33	(2,661.33)	101.4%
310 Taxes				
311 10 00 21 Property Tax	481,215.00	264,509.38	216,705.62	55.0%
310 Taxes	481,215.00	264,509.38	216,705.62	55.0%
360 Investment Interest				
361 11 00 21 Bond Fund Interest	5,500.00	4,711.77	788.23	85.7%
360 Investment Interest	5,500.00	4,711.77	788.23	85.7%
Fund Revenues:	673,214.00	458,381.48	214,832.52	68.1%
Expenditures				
	Amt Budgeted	Expenditures	Remaining	
591 Debt Service				
591 22 71 01 Bond Principal Payment	225,000.00	0.00	225,000.00	0.0%
592 22 83 01 Bond Interest Payment	260,750.00	130,375.00	130,375.00	50.0%
591 Debt Service	485,750.00	130,375.00	355,375.00	26.8%
Fund Expenditures:	485,750.00	130,375.00	355,375.00	26.8%
Fund Excess/(Deficit):	187,464.00	328,006.48		

2024 BUDGET POSITION

BENTON COUNTY FIRE PROTECTION DISTRICT

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401 6844 - Construction Fund

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

Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances				
308 31 00 41 Beginning Balance	28.00	28.29	(0.29)	101.0%
308 Beginning Balances	28.00	28.29	(0.29)	101.0%
310 Taxes				
311 10 00 22 Real & Personal Property Taxes	1.00	0.00	1.00	0.0%
310 Taxes	1.00	0.00	1.00	0.0%
360 Investment Interest				
361 11 00 41 Construction Fund Interest	0.00	0.49	(0.49)	0.0%
360 Investment Interest	0.00	0.49	(0.49)	0.0%
Fund Revenues:	29.00	28.78	0.22	99.2%
Fund Excess/(Deficit):	29.00	28.78		

2024 BUDGET POSITION

BENTON COUNTY FIRE PROTECTION DISTRICT

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601 6846 - Reserve Fund

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

Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances				
308 91 00 61 Beginning Balance	1,381,399.00	1,381,398.50	0.50	100.0%
308 Beginning Balances	1,381,399.00	1,381,398.50	0.50	100.0%
360 Investment Interest				
361 11 00 61 Reserve Fund Interest	39,000.00	25,060.54	13,939.46	64.3%
360 Investment Interest	39,000.00	25,060.54	13,939.46	64.3%
397 Interfund Transfers				
397 00 00 07 Transfer In From 6848	170,000.00	170,000.00	0.00	100.0%
397 00 01 61 Transfer In From 6841	815,000.00	0.00	815,000.00	0.0%
397 Interfund Transfers	985,000.00	170,000.00	815,000.00	17.3%
Fund Revenues:	2,405,399.00	1,576,459.04	828,939.96	65.5%
Fund Excess/(Deficit):	2,405,399.00	1,576,459.04		

2024 BUDGET POSITION TOTALS

BENTON COUNTY FIRE PROTECTION DIS

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Fund	Revenue Budgeted	Received		Expense Budgeted	Spent	
001 6841 - General Fund	10,498,933.00	8,490,746.87	80.9%	8,171,635.30	4,618,828.67	57%
110 6848 - EMS Fund	6,273,229.00	5,109,910.62	81.5%	3,120,328.00	3,082,142.45	99%
201 6842 - Bond Fund	673,214.00	458,381.48	68.1%	485,750.00	130,375.00	27%
401 6844 - Construction Fund	29.00	28.78	99.2%	0.00	0.00	0%
601 6846 - Reserve Fund	2,405,399.00	1,576,459.04	65.5%	0.00	0.00	0%
	19,850,804.00	15,635,526.79	78.8%	11,777,713.30	7,831,346.12	66.5%



BENTON COUNTY FIRE PROTECTION DISTRICT # 4

SOG #5005

Volunteer Point Definitions and Determinations

Page 1 of 4

1. Purpose

- 1.1. The purpose of this guide is to provide definitions of various work types and determinations of point values within those work types for reimbursement to volunteers during their time with Benton County Fire District #4 (BCFD4).
- 1.2. The volunteer point definitions and determinations system provide the basis for volunteer reimbursement as outlined in Policy #502, Volunteer Stipend.

2. Scope

- 2.1. This guide applies to volunteer personnel of BCFD4 when recording hours worked or activities attended.

3. Responsibility

- 3.1. Volunteers are responsible for documenting time spent on behalf of BCFD4 in the current records management software (RMS) for inclusion in monthly stipend reimbursement.
- 3.2. Officers approving time in the BCFD4 RMS are responsible for ensuring accuracy within these definitions and determinations.

4. Revision History

Date	Description
9/5/2024	Updated stipend amounts, deleted responsibilities that are no longer applicable, removed the term resident firefighter.
7/18/19	Updating to match new reimbursement procedures
5/2/19	Initial issue

5. Definitions

- 5.1. BVFF – See Policy #502, Volunteer Stipend
- 5.2. Volunteer – See Policy #502, Volunteer Stipend
- 5.3. Conditional Volunteer – See Policy #502, Volunteer Stipend
- 5.4. Shift Staffing – See Policy #502, Volunteer Stipend
- 5.5. Operations – See Policy #502, Volunteer Stipend
- 5.6. Training – See Policy #502, Volunteer Stipend
- 5.7. Administrative – See Policy #502, Volunteer Stipend

SOG #5005
Volunteer Point Definitions and Determinations

6. Point Determinations and Multipliers

6.1. Points will be assigned according to completed hourly ranges in the following table:

Number of Hours	Points
0 - 4	1
4 - 8	2
8 - 12	3
12 - 16	4
16 - 20	5
20 - 24	6
Etc.	Etc.

6.2. The following multipliers will be applied to the total number of points earned by a volunteer in a calendar month. Only one qualification must be met in a category for the multiplier to be used.

Identifier	Value	Requirements
A	\$20	Prior to completion of probation (Rookie book)
B	\$21	IFSAC FF1, NWCG FF2, EMT-Basic, Logistics Member
C	\$22	IFSAC FF2, NWCG FF1, EMT-Advanced, Fleet Driver
D	\$23	IFSAC FO1, NWCG SRB, Team Lead
E	\$25	IFSAC FO2, NWCG STL, EMT-Paramedic, Administrative Officer

IFSAC – International Fire Service Accreditation Congress
FF – Firefighter
FO – Fire Officer
NWCG – Northwest Coordinating Group
SRB – Single Resource Boss
STL – Strike Team Leader
EMT – Emergency Medical Technician

SOG #5005
Volunteer Point Definitions and Determinations

7. Guidelines

7.1. Intern Firefighters record off-duty time in accordance with the volunteer standards.

7.1.1. In the case of an Intern Firefighter coming off shift, any time spent after shift change will be recorded within these definitions and determinations.

8. Reference Documents

8.1. See "Appendix A" for Volunteer Work Types and Sub Work Types for use in current BCFD4 RMS (Vector Scheduling, Q3 2024)

Signed by Fire Chief:

Printed _____

Signed _____

Effective Date: 9/5/2024

Supersedes Date: 7/18/2019

Appendix A – Volunteer Work Types and Sub Work Types

Work Type	“Volunteer Activity”		
Sub Work Type	Operations	Training	Administrative
Examples	Standby, incidents, backfill	Weekly drills, scheduled classes, online training, daily training with on-duty shifts	Meetings, events, errands



Benton County Fire Protection District No. 4

RESOLUTION NO. 2024-06

A RESOLUTION RESCINDING THE PETTY CASH FUND ESTABLISHED BY RESOLUTION NO. 1976-01 AND AMENDED BY RESOLUTIONS NO. 1986-01, 1988-05, 1988-07, 1990-02, 1994-02, AND 2009-03

WHEREAS, Resolution No. 1976-01 established a petty cash fund; and

WHEREAS, the terms of the petty cash fund were subsequently amended by Resolutions No. 1986-01, 1988-05, 1988-07, 1990-02, 1994-02, and 2009-03; and

WHEREAS, the necessity for maintaining a petty cash fund has been reviewed and determined to be no longer required for the efficient operation of the district;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Benton County Fire Protection District #4 that the petty cash fund established by Resolution No. 1976-01, as amended by Resolutions No. 1986-01, 1988-05, 1988-07, 1990-02, 1994-02, and 2009-03, is hereby rescinded, effective immediately.

ADOPTED, by the Board of Commissioners of Benton County Fire Protection District No. 4, Benton County, Washington, at a regular open public meeting of such Board on the 5th day of September 2024, the following commissioners being present and voting:

A handwritten signature in black ink, appearing to be "Dennis D. D.", written over a horizontal line.

Chairperson

A handwritten signature in blue ink, appearing to be "M. C.", written over a horizontal line.

Commissioner

Commissioner

A handwritten signature in pink ink, appearing to be "Ashley Gilly", written over a horizontal line.

District Secretary



September 4, 2024

Paul Carlyle, Fire Chief
Benton County Fire District #4
2604 Bombing Range Road
West Richland, WA 99353

Via email: pcarlyle@bcfd4.org

Regarding: Proposal for Preparation of Meeting Request Form and Attending Short Plat Pre-Application Meeting with City of West Richland and Technical Review Committee
Benton County Fire District #4, Station 410
1400 N. Harrington Rd.
West Richland, Washington

Dear Mr. Carlyle:

PBS Engineering and Environmental LLC (PBS) is pleased to submit this proposal to Benton County Fire District #4 to prepare a pre-application conference request form and attend a short plat pre-application meeting with the City of West Richland and the Technical Review Committee (TRC) regarding the future preparation of a short plat for the Washington State Department of Natural Resources property located, in part, at 1400 N. Harrington Rd. in West Richland, Washington.

This proposal outlines our project understanding and approach, scope of work, limitations of scope, schedule, deliverables, and budget for PBS services based on our understanding of the project, information provided to us to date, and experience with similar projects.

PROJECT UNDERSTANDING AND APPROACH

Benton County Fire District #4, represented by Mr. Carlyle, fire chief, has requested this proposal from PBS, to prepare a pre-application conference request form and attend a short plat pre-application meeting with the City of West Richland and the Technical Review Committee (TRC) for the Washington State Department of Natural Resources (DNR) property known as "Adjusted Parcel 1" of that boundary line adjustment survey recorded in volume 1 of surveys at page 5789 under Benton County Auditor's File Number 2023-003968, also known as Tax Parcel Number 136071000001001. Fire Station 410 is located on a portion of said DNR parcel on the northeast side of N. Harrington Rd. and west of Grosscup Blvd., having an address of 1400 N. Harrington Rd., West Richland, Washington. The purpose of the meeting is to explore and obtain a list of requirements the City of West Richland and the TRC will expect with the processing of the short plat. Benton County Fire District #4 will then evaluate the list of requirements and decide whether to pursue the preparation of a short plat.

SCOPE OF WORK

PBS proposes the following scope of work for Benton County Fire District #4.

- Write narrative of project.
- Prepare a pre-application conference request form and submit it to City of West Richland.
- Work with Client to develop a list of questions for the meeting.
- Attend the pre-application meeting with Client at the City of West Richland.

LIMITATIONS OF SCOPE

This proposal is limited to the items previously described in the above Scope of Work. It will be the Client's responsibility to coordinate Washington DNR's involvement in the pre-application meeting. Below is a sample of **items excluded herein:**

- Preparation of a short plat, that will be by separate contract.
- Additional meeting/s beyond the initial meeting, any additional meetings will be billed on a time and material basis upon the approval of the Client.
- Payment of any fees from any agency involved in the meeting, although none are expected.

DELIVERABLES

PBS will prepare and submit the items required for the pre-application meeting with the City of West Richland and TRC. Once the City schedules the meeting, PBS will attend it. PBS will provide a copy of the short plat requirements as established by the City of West Richland and the TRC.

COMPENSATION ESTIMATE

PBS proposes to provide the Scope of Work on a time and materials basis. **PBS is requesting a budget of \$2,500 with this proposal.**

This cost estimate includes all labor, materials, transportation, equipment, and other expenses required to complete the work described.

The estimated cost provided in this proposal is valid for 180 days from the date of this proposal, after which line items are subject to potential revision to reflect current market conditions and other external factors that may impact the accuracy of the total estimated costs.

The fees and terms under which these services are provided will be in accordance with the attached PBS General Terms and Conditions for Professional Services (Rev. 03/2024). The Terms and Conditions and this proposal constitute the entire agreement (Agreement) between the parties and may not be changed without prior written consent of the parties.

The pricing and other information contained in this proposal document are proprietary and shall not be duplicated, used, or disclosed, in whole or in part, to other parties without the permission of PBS.

SCHEDULE

PBS is available to begin work on this project immediately upon receipt of a signed copy of this Agreement. Due to the involvement of various agencies, it is unknown exactly when the pre-application meeting will take place. The City of West Richland will be handling the scheduling of the pre-application meeting.

JOBSITE SAFETY

At PBS, we are committed to keeping our employees, clients, contractors, and communities safe and healthy. All work that PBS employees perform is conducted following federal, state, and local safety guidelines.

APPROVAL

Please indicate acceptance of this Agreement by returning a signed copy of this Agreement or a purchase order incorporating the terms and conditions of this Agreement.

Please feel free to contact me at 509.416.5491 or rene.perez@pbsusa.com with any questions or comments.

Sincerely,



René Pérez
Survey Project Manager
PBS Engineering and Environmental LLC

ACCEPTED BY:
Benton County Fire District #4

Signature of Authorized Representative

Name (Please Print)

Title

Date

cc: file

Attachment(s): PBS Standard Terms and Conditions for Professional Services (Rev. 09/2024)

ROP:adm

These Standard Terms and Conditions for Professional Services ("Terms and Conditions") are attached to and made part of the letter proposal and scope of work (collectively, the "SOW") from PBS Engineering and Environmental LLC ("PBS") to Client (as defined in the letter proposal). The Terms and Conditions and the SOW (collectively, the "Agreement") represent the entire and integrated agreement between Client and PBS. This Agreement supersedes all prior negotiations, representations, or agreements, written or oral. If there are any inconsistencies between the SOW and the Terms and Conditions, the SOW shall control. Any services outside the SOW will be considered an "extra" and billed directly to the Client, outside of the contract amount, on a "Time and Materials" basis in accordance with PBS' currently established bill rates and these Terms and Conditions.

The Agreement memorializes the contractual obligations of PBS and Client with respect to PBS' delivery of professional consulting services to Client as an engineer, consultant, or owner representative.

RECITALS

NOW, THEREFORE, in consideration of the mutual agreements, representations, promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. SCOPE OF SERVICES; ACCESS TO PROPERTY; SITE CONDITIONS.

(a) Scope of Services – The scope of Services to be provided by PBS for Client shall be specified in the Proposal. PBS' employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay PBS' legal expenses, administrative costs and fees pursuant to PBS' then current fee schedule for PBS to respond to any subpoena.

(b) Access to Property; Permits – Client grants or shall obtain for PBS, its subcontractors, affiliates, agents, directors, officers, and employees (individually, a "PBS Party", and collectively, "PBS Parties") authority to enter upon Client's property and the property of others and shall provide all access as necessary, including access for all necessary equipment, to perform the Services. Client warrants that it has obtained (or will obtain prior to performance of the Services) all necessary permits required in connection with the performance of the Services.

(c) Site Conditions – Client hereby acknowledges and agrees that (i) PBS is not, and has no responsibility as an owner, handler, generator, operator, treater, storer, arranger, transporter or disposer of hazardous or toxic substances found or identified during the performance of the Services; and (ii) Client shall undertake to arrange for the handling, removal, treatment, storage, transportation, and disposal of hazardous substances or constituents found or identified. Client further acknowledges and agrees that (i) Client may be requesting PBS to undertake services or work for the benefit of Client involving the presence or potential presence of hazardous substances; and (ii) PBS may be exposed to claims arising out of, or involving actual, alleged, or threatened discharge, disposal or release or escape of hazardous or potentially hazardous pollutants including, but not limited to, solid, liquid, gaseous or thermal irritants or contaminants including smoke, water, vapor, soot, fumes, acids, alkalis, chemicals, wastes, and waste materials, and Client understands and agrees that PBS shall only be responsible for losses which directly result from PBS' negligence.

2. PBS' RESPONSIBILITIES; COMPENSATION; TERMS OF PAYMENT.

(a) PBS' Responsibilities – Except as otherwise provided in a specific Proposal, PBS shall furnish all labor, materials, tools, equipment and supervision necessary to perform the Services. PBS shall be responsible for the means and methods used in performing the Services and shall be responsible only for its activities and those of the PBS Parties.

(b) Compensation – Client shall pay PBS, as compensation for Services, the fees and costs specified in the applicable Proposal. Services performed by any subconsultants or subcontractors will be invoiced at cost plus 15 percent (15%). Examples of services that may be subcontracted include other professional disciplines, soil boring, well installation, heavy and specialty equipment operators, geophysical surveys, commercial database search providers, and computer programming. Remediation, Abatement, General Construction and Software services will be invoiced as quoted.

(c) Terms of Payment – All billing and expense submissions shall be submitted by PBS to Client monthly. If Client objects to all or any portion of any invoice, Client shall notify PBS in writing within fifteen (15) days after Client's receipt of such invoice, giving the reasons for Client's objection. The parties shall cooperate in good faith to resolve any disputed invoice amounts as expeditiously as possible. Payment on undisputed invoice amounts is due upon receipt of invoice by Client and is past due thirty (30) days from the date of the invoice. Client shall pay an additional charge of one and one-half percent (1.5%) per month on past due accounts. If requested by Client in writing, PBS shall provide appropriate lien waivers from PBS and, if applicable, its subcontractors and affiliates, for Services performed, contingent upon receipt of payment in full for such Services. There will be a 3% fee charged to Client in addition to the invoiced amount for any payments made by credit card. Client agrees to pay attorneys' fees, legal costs and all other collection costs incurred by PBS in pursuit of past due payment. In addition, any amounts due or to become due under this Agreement and /or any property of Client in possession of PBS may be set off by PBS and applied to the payment, in whole or in part, of any amounts owed by Client to PBS, whether such amounts are owed under this Agreement or any other agreements or circumstances. PBS' right to set off shall be without obligation to do so and shall be in addition to any other rights or remedies available to PBS.

(d) Retainer Fee for Services – If required in the Proposal, Client shall pay a retainer to PBS for the Services in the amount of _____ (\$_____) upon entering into this Agreement. This retainer is non-refundable. PBS shall bill first to the retainer. Upon depletion of the retainer, Client shall pay additional fees and costs, if any, upon presentment of an invoice by PBS as set forth in **(b)** and **(c)** above.

(e.) Personal Guarantee – If required by the Proposal, Client's principals shall execute the PERSONAL GUARANTEE AGREEMENT, attached as Exhibit A and incorporated herein by reference.

3. INDEPENDENT CONTRACTOR. PBS shall act solely as an independent contractor in performing the Services, and nothing in this Agreement shall at any time be construed to create the relationship of employer and employee, principal and agent, partners or joint ventures between Client and PBS. Except as otherwise provided in this Agreement or in a specific Proposal under which PBS is performing Services, PBS shall have no right or authority to act for Client. PBS shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of PBS and its employees.

4. CONFIDENTIALITY. Each party shall use commercially reasonable efforts to keep confidential all data and information furnished by the other party under this Agreement. This confidentiality obligation shall not apply to data or information: (i) within the public domain; (ii) previously known to the receiving party prior to its disclosure; (iii) obtained from third parties without violating any confidentiality agreement; (iv) required, in the opinion of legal counsel, to be produced by any law, subpoena, or court order; or (v) required, in the opinion of legal counsel, to be produced in the defense of any claim. If, in the opinion of legal counsel, a party is required to produce information by subpoena or court order, such party shall first provide prompt notice to the other party in order to allow the party an opportunity to seek a protective order or other appropriate remedy. Client agrees that PBS shall be permitted to use Client's name and logos in PBS' marketing materials unless advised or prohibited against it by the Client in writing. The technical and pricing information contained in any proposal or other documents submitted to Client by PBS is to be considered confidential and proprietary and shall not be released or disclosed to a third party without PBS' written consent. All confidential or proprietary reports, drawings, specifications and other technical documents provided to PBS by Client pursuant to this Agreement shall be treated as confidential, and PBS shall not disclose such materials, or any contents thereof, to others without Client's prior written

consent. All such materials shall be returned to Client on request. Each party shall make its respective agents, directors, officers, employees and affiliates having access to such materials aware of this obligation of confidentiality.

5. INSURANCE. PBS, at its expense, shall provide and maintain in effect at all times during the term of this Agreement the following insurance, with limits of liability not less than stated below:

(a) Worker's Compensation, Occupational Disease, Employer's Liability, Disability Benefit and other similar employee benefit insurance in compliance with the statutory limits of the state where the Services are being performed.

(b) Comprehensive General Liability Insurance providing a minimum combined single limit for bodily injury (including death) and property damage of \$1,000,000. Such insurance shall include Client as an additional insured for activities arising out of the performance of the Services if so requested by Client.

(c) Comprehensive Automobile Liability Insurance providing a minimum combined single limit for bodily injury (including death) and property damage of \$1,000,000.

(d) Professional Liability/Errors and Omissions Insurance with a minimum limit of \$1,000,000 per any one claim and in the aggregate.

6. DATA AND INFORMATION; OWNERSHIP OF DOCUMENTS.

(a) Ownership of Client Data. Client shall provide all Client Data relevant to the Services provided by PBS to Client. PBS shall be entitled to rely upon the Client Data provided by Client or others in performing the Services and, PBS assumes no responsibility or liability for the accuracy or completeness of such. Client waives any claim against PBS, and agrees to defend, indemnify and hold PBS harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in the Client Data provided to PBS by Client or its agents. As between Client and PBS, Client is and will remain the sole and exclusive owner of all right, title, and interest in and to all Client Data, including all Intellectual Property Rights relating thereto, subject only to the limited license granted in Section 6(b).

(i) For purposes of this Agreement, "Client Data" means any and all information, data, materials, works, reports, studies, plans, specifications, documents, expressions, or other information, including any that are (1) uploaded, submitted, posted, transferred, transmitted, or otherwise provided or made available by or on behalf of Client or any authorized user for use in performing the Services, or (2) collected, downloaded, or otherwise received by PBS in connection with the Services from Client or any authorized user pursuant to this Agreement or any Change Order or at the written request or instruction of Client or such authorized user. All output, copies, reproductions, improvements, modifications, adaptations, translations, and other derivative works of, based on, derived from, or otherwise using any Client Data are themselves also Client Data. For the avoidance of doubt, Client Data includes all data from or regarding authorized users, but does not include any PBS Materials.

(ii) For purposes of this Agreement, "Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

(iii) For purposes of this Agreement, "PBS Materials" means the Services, and any and all other information, plans, studies, specifications, data, documents, all devices, documents, data, know-how, methods, processes, systems, hardware, software, and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, studies, reports, or other writings that are provided or used by PBS or any subcontractor in connection with the Services or otherwise comprise or relate to the Services.

(b) Limited License to Use Client Data. Subject to the terms and conditions of this Agreement, Client hereby grants PBS a limited, royalty-free, fully paid up, non-exclusive, transferable, and sublicensable license to Process the Client Data in the United States strictly as instructed by Client or an authorized user and solely as necessary to provide the Services for Client's benefit as provided in this Agreement for so long as Client or any authorized user uploads or stores such Client Data for Processing by or on behalf of the PBS on any PBS systems.

(i) For purposes of this Agreement, "Process" means to perform any operation or set of operations on any data, information, material, work, expression, or other content, including to (1) collect, receive, input, upload, download, record, reproduce, store, organize, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate, or make other improvements or derivative works, (2) process, retrieve, output, consult, use, disseminate, transmit, submit, post, transfer, disclose, or otherwise provide or make available, or (3) block, erase, or destroy. "Processing" and "Processed" have correlative meanings.

(c) PBS Data and Information. If the Services include the collection of samples and data relative to Client's contemplated purchase, sale or development of certain property, then the Services are performed by PBS with Client's understanding of the subsurface risks. Therefore, although PBS will be responsible for data which is directly the product of its sampling effort, PBS will not be responsible for the independent conclusions, interpretations, interpolations and/or decisions of Client, or others, which are the result of this effort. PBS does not undertake any Services which would result in any recommendation, advice or direction by PBS as to whether Client should or should not proceed to purchase, sell or develop the site in question, but it is understood that Client intends to utilize the data provided by PBS to make its own independent judgment in this respect.

(d) Ownership of PBS Materials. As between Client and PBS, PBS is and will remain the sole and exclusive owner of all right, title, and interest in and to the PBS Materials, including all Intellectual Property Rights relating thereto, subject only to any authorization or license granted to Client in the Proposal or a separate license agreement between PBS and Client. If PBS terminates the Agreement in accordance with the provisions hereof, any license granted by PBS to the Client, prior to termination and subject to the payment of applicable fees, shall continue.

(e) No Implied Rights. Except for the limited license expressly provided: (i) in Section 6(b), nothing contained in this Agreement shall be construed as granting PBS or any third party any right, title, or interest in or to any Client Data; or (ii) in the Proposal or a separate license agreement between PBS and Client, nothing contained in this Agreement shall be construed as granting Client or any third party any right, title, or interest in or to any PBS Materials, in each case (clause (i) and (ii)) whether by implication, estoppel, or otherwise.

7. STANDARD OF CARE; INDEMNITY.

(a) **Standard of Care** – PBS shall perform the Services in a competent, professional manner, consistent with the customary standards of performance by professionals in PBS' profession performing under similar conditions at the same time and locality. Client acknowledges and agrees that PBS has made no other implied or expressed representation, warranty, or condition with respect to the Services performed or provided in accordance with this Agreement. If PBS' services under this Agreement do not include observation or review of contractor performance during construction phase, PBS services are deemed complete on the date the design is completed or if applicable, the date when the approving authority approves the design. Client assumes all responsibility for the application and interpretation of the construction phase review of design.

(b) **Indemnity** – The following indemnity provisions shall control this Agreement:

(i) Subject to the limitation of liability set forth in paragraph (3) below, PBS shall indemnify and hold Client and its agents, officers, directors, and employees (individually, a "Client Party" and collectively, "Client Parties") harmless from and against any and all claims, liabilities, damages, demands,

losses, costs and expenses, including reasonable attorneys' fees and court costs, to the extent directly and proximately caused by : (1) the negligent or wrongful acts or omissions of PBS or an PBS Party while performing the Services; or (2) any breach of this Agreement by PBS. PBS' indemnification obligation shall not arise until an actual finding of negligence or the parties agree prior to an actual finding of negligence.

(ii) Client shall indemnify, defend and hold PBS and the PBS Parties harmless from and against any and all claims, liabilities, damages, demands, losses, costs and expenses, including reasonable attorneys' fees and court costs, to the extent attributable to: (1) the negligent or wrongful acts or omissions of Client or a Client Party; or (2) any breach of this Agreement by Client.

(iii) Notwithstanding anything else in this Agreement to the contrary, the total aggregate liability of PBS and PBS Parties hereunder shall not exceed the greater of (1) \$50,000 or (2) PBS' total fee (excluding expense reimbursements) paid for the applicable Services during the immediately preceding twelve (12) month period.

(iv) In the event liability is shared by the parties to this Agreement, each party shall contribute in the amount of its proportionate share for all actions, claims, liability, damages, losses, expenses or judgments. PBS' indemnification obligation shall not arise until an actual finding of negligence or the parties agree prior to an actual finding of negligence.

(v) In no event shall either party be liable or responsible to the other for lost revenues, lost profits, cost of capital, claims of customers, or other special, indirect, incidental, punitive or consequential damages.

8. FORCE MAJEURE. Except for Client's obligation to pay PBS for Services rendered, no liability shall attach to either party from delay in performance or nonperformance caused by circumstances beyond the control of the party affected, including without limitation acts of God, fire, flood, explosion, war, sabotage, labor disputes or shortages, accidents, pandemics, epidemics, action or demand of governmental authority, inability to obtain power, material, equipment or transportation, injunction, labor strikes, and any other similar or dissimilar contingency. An event of force majeure shall extend the completion date of any obligation specified in a Proposal for a time equal to the time the event of force majeure is in existence.

9. CHANGE ORDERS. Following execution of a Proposal, Client may at any time, by written notice to PBS (a "Change Order"), request in good faith changes to the Services covered by such Proposal, consisting of additions, deletions, substitutions or other revisions. Any such additions, deletions, substitutions or other revisions that modify the obligations of PBS must be agreed upon in writing by the parties (along with any adjustment in the compensation to PBS or timing of completion required thereby) before PBS shall proceed with such additions, deletions, substitutions or other revisions. If after a good faith effort by PBS to negotiate modifications to the scope of Services, the schedule, and/or the cost estimate, an agreement has not been reached with the Client, then PBS shall have the right to terminate the applicable Proposal upon written notice to the Client, and Client shall pay PBS for all Services performed and expenses incurred through the date of termination.

10. TERMINATION. Either party may terminate this Agreement at any time and for any reason, upon thirty (30) days prior written notice to the other party. Client shall pay PBS for all Services performed and all expenses incurred in performing the Services prior to any such termination of this Agreement plus all reasonable demobilization costs incurred by PBS if Client terminates this Agreement before PBS has completed its Services. In addition to and/or in lieu of terminating this Agreement, if Client has failed to act on an application for payment from PBS within thirty (30) days after it is submitted, PBS shall have the right to suspend all Services, without prejudice, upon seven (7) days' prior written notice to Client until PBS has received payment of all amounts then due. All reasonable demobilization and other costs incurred by PBS as the result of any such suspension will be paid by Client.

11. SUBSURFACE OPERATIONS. Client shall provide PBS with the identity and location of all subsurface structures, utilities and obstructions known to Client at the applicable property locations. Client agrees to indemnify, defend and hold PBS and the PBS Parties harmless from and against any and all damages, delays, costs, injuries, death, or any claims or demands or causes of action for any of the foregoing, including costs of defense, arising from associated with any subsurface structures, utilities or obstructions that were not called to PBS' attention and correctly shown on the plans furnished to PBS. Client waives any claim against PBS, and agrees to defend, indemnify, and hold PBS harmless from any claim or liability for injury or loss of any party, including costs of defense, arising from damage done to subterranean structures and utilities not called to PBS' attention or accurately located. In addition, Client agrees to compensate PBS for any time spent or expenses incurred by PBS in defense of any such claim with compensation to be based upon PBS' prevailing fee schedule and expense reimbursement policy.

12. WASTE MATERIALS.

(a) Removal of Non-Hazardous Waste – If requested by Client in writing, PBS will remove surplus non-hazardous unregulated waste materials generated by PBS in the course of performing the Services, and will lawfully dispose of same, unless otherwise specified by Client in writing. Except for samples collected or obtained by PBS, PBS shall have no obligation to remove or dispose of hazardous materials from sites where Services are performed, except to the extent that such materials are brought onto the site by PBS or an PBS Party.

(b) Contamination – Client acknowledges that it is impossible for PBS to know the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. As a result, there is a risk that drilling and sampling may result in contamination of certain subsurface areas. Although PBS will take reasonable precautions to avoid such an occurrence, Client waives any claim against, and agrees to defend, indemnify and save PBS harmless from any claim or liability for injury or loss which may arise as a result of subsurface contamination caused by drilling, sampling, or monitoring well installation. In addition, Client agrees to compensate PBS for any time spent or expenses incurred by PBS in defense of any such claim with compensation to be based upon PBS' prevailing fee schedule and expense reimbursement policy.

(c) Pre-Existing Waste – As used herein, the term "Pre-Existing Waste" shall mean any hazardous or non-hazardous wastes, substances or materials existing at the applicable sites prior to the date that Services are initiated. Client hereby warrants that, if it knows or has any reason to assume or suspect that hazardous materials may exist at the project site, it has so informed PBS. If applicable to the Services, Client shall furnish to PBS all documents and information known to Client that relate to the identity, location, quantity, nature or characteristics of any hazardous materials or suspected hazardous materials, on or under the site. Upon request, PBS may assist Client in the proper handling, storage, transportation and/or disposal of Pre-Existing Waste in accordance with applicable federal, state and local laws and regulations. Client shall provide appropriate disposal identification numbers, select the disposal site(s) and sign all required manifests, disposal contracts and other documentation necessary to allow PBS to complete such Services in a timely manner. Client agrees to look solely to the disposal facility and/or transportation concern for any damages arising from improper transportation or disposal of Pre-Existing Waste. In no event shall PBS take title to or be liable for disposal or remediation costs associated with Pre-Existing Waste.

(d) Discovery of Hazardous Waste – Client recognizes that anticipated or unanticipated hazardous materials or suspected hazardous materials may be discovered on the project site property, whether or not owned by Client, or on any adjacent property to the site. Client recognizes that it is Client's responsibility, and not PBS', to inform the Owner of any affected property not owned by Client of such discovery. Client also recognizes that any such discovery may result in a significant reduction of the property's value. Client agrees that discovery of unanticipated hazardous materials may constitute a changed condition for which PBS shall be fairly compensated. If after a good faith effort by PBS to negotiate modifications to the scope of Services, the schedule, and/or the cost estimate, an agreement has not been

reached with the Client, then PBS shall have the right to terminate the applicable Proposal upon written notice to the Client.

13. NON-SOLICITATION OF EMPLOYEES. During the term of this Agreement, and for a period of two (2) years thereafter, neither party shall, directly or indirectly, for such party's own benefit or for the benefit of others, solicit for hire as an employee, consultant or otherwise any of the other party's personnel who have performed Services under this Agreement, without the other party's express written consent. The parties further agree that loss of any such employee would involve considerable financial loss of an amount that could not be readily established. Therefore, in the event that a party should breach this provision and without limiting any other remedy that may be available the breaching party shall pay a sum equal to the employee's current annual salary plus 12 additional months of the employee's current annual salary for training of a new employee as liquidated damages. For the avoidance of doubt, newspaper, periodical or Internet-based listings of employment opportunities by a party shall not be considered solicitation of an employee of the other party.

14. CONTROLLING AGREEMENT; MODIFICATION. Any terms and conditions contained in Client's solicitation of proposals, scope of work descriptions, purchase orders, compensation transmittals or any other subordinate agreements (each, a "Subordinate Agreement") that are inconsistent with any terms and conditions contained in this Agreement shall be superseded and governed by this Agreement. This Agreement, including all attachments, contains the entire understanding between the parties with respect to the subject matter hereof, and all prior or contemporaneous promises, representations, agreements or understandings are expressly merged herein and superseded hereby. This Agreement may not be modified, altered, amended or revoked except in writing duly executed by both parties.

15. NOTICES. Any notice required or permitted to be given hereunder shall be in writing, and shall be either personally delivered to the party to whom it is to be sent, or sent by overnight courier service (such as Federal Express) or by U.S. certified or registered mail, return receipt requested, postage prepaid, to the respective addresses of the parties set forth below:

If to Client:

Attn: _____

Facsimile No.: (_____) _____ - _____

If to PBS:

PBS Engineering and Environmental LLC
4412 S Corbett Avenue
Portland, OR 97239
503-248-1939

or to such other place as Client or PBS may from time designate by notice to the other. Any such notice shall be deemed given and effective upon receipt thereof by the party to which it is to be sent, provided, however, that (i) notice sent by overnight courier service shall be deemed given and effective upon the next business day after such notice is delivered to or picked up by the overnight courier service, and (ii) notice sent by certified or registered mail shall be deemed given and effective upon the third business day after mailing.

16. GOVERNING LAW; VENUE. This Agreement shall be deemed to be made under and construed in accordance with the laws of the State in which the Services are performed.

17. DISPUTE RESOLUTION; WAIVER OF JURY TRIAL. All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, except those disputes which arise out of or are related to collection matters or fees alone under this Agreement, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and PBS shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and PBS within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree. Any cause of action brought against PBS shall be brought within one (1) year of the work or services performed under this Agreement. If Client makes a claim against PBS for any alleged error, omission, or other act arising out of the performance of its professional services, then to the extent the Client fails to prove such claim, Client shall pay all costs including attorney's fees incurred by PBS in defending the claim. Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

18. PREVAILING WAGE. This Agreement specifically excludes compliance with any project labor agreement or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of the proposal, this Agreement specifically excludes compliance with any State or Federal prevailing wage law or associated requirements, including the Davis Bacon Act. Due to the professional nature of its services, PBS is generally exempt from the Davis Bacon Act and other prevailing wage schemes. It is agreed that no applicable prevailing wage classification or wage rate has been provided time to PBS, and that all wages and cost estimates contained herein are based solely upon standard, no-prevailing wage rates. Should it later be determined by the Client or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of the applicable Proposal shall be equitably adjusted to account for such changed circumstance. These exclusions shall survive the completion of any Services and shall be merged into any subsequently executed documents between the parties, regardless of the terms of such agreement. Client will reimburse, defend, indemnify and hold harmless PBS from any liability resulting from a subsequent determination that prevailing wage regulations cover the Services, including all costs, fines and reasonable attorney's fees.

19. LIMITATION/DISCLAIMER (MOLD). When Services include mold survey/inspection services, such scope of work is, in addition to all other terms and conditions set forth herein, expressly subject to the following disclaimer:

Client hereby acknowledges and agrees: (i) PBS makes no claims that all areas of mold growth will be identified during the Work; (ii) if present, hidden mold, such as behind walls, ceilings, floors and other enclosures, may be impossible to locate without performing complete destruction of all walls, ceilings, floors and enclosures; and (iii) the scope of the Work does not include such destructive testing. PBS' findings and recommendations will be based solely upon the Work performed at the time of site inspection(s). Because water damage, leaks and moisture problems can occur at any time and from time to time, PBS can only comment on findings visually apparent and discovered during the site inspection(s). PBS and Client will jointly determine the manner in which the Work is to be performed and the specific hours during which PBS is to work. Client acknowledges and agrees that the Work performed and the evaluation provided of mold is only valid at the time the Work is performed since mold is naturally occurring and its presence, quantities

and scope may change over time and from time to time. In addition to the disclaimer of warranties set forth herein, neither PBS nor its subcontractor laboratories can guarantee that all mold spores in any particular sample location will survive or replicate in sufficient numbers to be detected. The Work performed and the evaluation conducted shall be only with respect to those areas listed in the agreement between the parties, unless agreed otherwise in writing by both PBS and Client. Prior to Work being performed, Client shall notify PBS in writing of any deficiencies in the structure at the location(s) to be evaluated whereby moisture can or may infiltrate into the structure and initiate the growth of mold, fungus or other allergens. Client hereby acknowledges and agrees that the Work will not include identification and correction of water intrusion.

21. MISCELLANEOUS.

(a) Assignment – This Agreement may not be assigned by PBS or Client, either voluntarily, involuntarily or by operation of law, without the prior written consent of the other party, which shall not be unreasonably withheld or delayed; provided, however, that no consent is required in the event of an assignment to a corporate affiliate or successor of either party, and further provided that PBS has the right to subcontract any of the Services in its reasonable professional judgment without Client’s consent.

(b) Third-Party Beneficiaries – It is expressly intended and agreed that no third-party beneficiaries are created by this Agreement, and that the rights and remedies provided herein shall inure only to the benefit of the parties to this Agreement. Client agrees that all work product produced by PBS or an PBS Party shall be used solely by Client and that only Client is allowed to rely on such work product. If a third party relies on the work product without PBS’ written permission, then Client agrees to indemnify and hold PBS harmless for any claims or actions brought as a result of such reliance.

(c) Severability – The provisions of this Agreement or the application thereof to any parties or circumstances that are, to any extent, unenforceable, invalid or contrary to law, or the inclusion of which would affect the validity, legality or enforcement of this Agreement, shall be of no effect and, in such case, all the remaining terms and provisions of this Agreement or the application of the same to parties or circumstances other than those to which it is held invalid or unenforceable shall be interpreted according to the terms of this Agreement as though any such unenforceable, invalid or contrary to law provision had never been included herein.

(d) Waiver – No waiver of any right or remedy in respect of any occurrence on one occasion shall be deemed a waiver of such right or remedy in respect of such occurrence on any other occasion.