

WEST KLICKITAT RFA MEETING ACTION ITEMS

(10-15-24)

NATURE OF ACTION	reference	RESPONSIBILITY
Motions		
Resolutions		
Deferred Compensation Program (DCP)	2024-14	
Levy and certification	2024-15	

Policies		
Levels of Service policies e.g. Fire, EMS		

Agreements	
White Salmon Building Lease	
DNR Forest land response	
DNR Inter Agency	
EMAC	
Background Screeners	

Other Action Items	
EMS License – ratify authorization to submit.	
Washington Fire Commissioners Association membership associated health benefits for staff	

West Klickitat Regional Fire Authority

Inaugural Meeting

119 NE Church street White Salmon WA 98672.

Monday September 30, 2024. 6:30pm. **Draft without committee approval**

- **The meeting was called to order at 18:30.**
- **Flag Salute.**
- **Attendance:**
WKRFA Governing Board: Quorum: Thomas Montag, Jason Hartmann, Ben Giant, David Lindley, Robert Connor, Charles Virts.
Advisory groups/staff: Stephanie Porter, Jennifer McLean, Rozalind Plumb (KCFD3 Secretary). Chief Long, Chief Hunsaker, Eric Bosler.
- **Agenda:**
“Move to approve the agenda as presented” made by Ben Giant, second by Jason Hartmann, (6 in favor, 0 opposed) motion passed.
- **Minutes of September 19th Planning Committee Meeting.**
“Move to approve the minutes from the final Planning Committee meeting.” made by Jason Hartmann, seconded by Charles Virts. (6 in favor, 0 opposed) motion passed.
- **Public Comments:** moved to the end of the meeting
- **WKRFA Administrative Priorities**
 1. **Oath of Office.** Stephanie Porter officiated the Oath of Office for the Governing Board.
 2. **Officers of the Board Nominations**
Chair – Thomas Montag was nominated by Charles Virts seconded by Jason Hartmann. (6 in favor, 0 opposed) nomination approved.
Vice Chair – David Lindley was nominated by Ben Giant, seconded by Jason Hartmann (6 in favor, 0 opposed) nomination approved.
Secretary- Rozalind Plumb was appointed as secretary to the board by default of her staff position. (0 opposed).
 3. **Governance Policy**
“Move to approve the Governance Policy as presented.” made by Charles Virts second by Jason Hartmann. (6 in favor, 0 opposed) motion passed.
 4. **Regular Board Meetings – Resolution 2024- 01**
“Move to approve the resolution adopting the regular meeting schedule for the board.” Made by Charles Virts second by Jason Hartmann, (6 in favor, 0 opposed) motion passed.

5. Appointment of Specific Officers

Agent to receive claims -Resolution 2024-02

“Move to approve resolution 2024-02 Appointing Agent to Receive Claims as presented.” made by Ben Giant, second by Jason Hartmann, (6 in favor, 0 opposed) motion passed.

Appoint Auditing Officer -Resolution 2024-03

Discussion on the auditing officer will be a named member of the board of Governors.

“Move to approve resolution 2024-03 Appointing an Auditing Officer.” made by Jason Hartmann, second by Charles Virts, (6 in favor, 0 opposed) motion passed.

Named Auditing Officer

Charles Virts was nominated by Jason Hartmann as the board member for auditing and payroll review. Second by David Lindley, (6 in favor, 0 opposed) motion passed.

Records Retention Officer -Resolution 2024-04

“Move to approve resolution 2024-04 Appointing the Record Retention Officer” made by Ben Giant, second by Charles Virts, (6 in favor, 0 opposed) motion passed.

Medical Records/ Privacy Officer -Resolution 2024-05

“Move to approve resolution 2024-05 Appointing Medical Records/ Privacy Officer as Rozalind Plumb.” Made by Jason Hartmann, second by Robert Connor, (6 in favor, 0 opposed) motion passed.

6. Resolutions:

Establishing funds with the County -Resolution 2024-06

This sets up the financial accounts with the County Treasurer.

“Move to approve resolution 2024-06” made by Charles Virts, second by Jason Hartmann, (6 in favor, 0 opposed) motion passed.

Establishing Voucher Pre-approval Process -Resolution 2024-07

Discussion on the dollar amount. RCW 42.24.180 (1) sets the bond at not less than \$50,000.

“Move to adopt resolution 2024-07 voucher preapproval authority.” Made by David Lindley, second by Charles Virts, (6 in favor, 0 opposed) motion passed.

Authorizing and approving participation in the Washington Public Employees’ Retirement System (PERS) -Resolution 2024-08

“Move to approve West Klickitat Regional Fire Authority Resolution 2024-08 authorizing and approving participation in the Washington Public Employees’ Retirement System (PERS)” made by Jason Hartmann, second by Ben Giant, (6 in favor, 0 opposed) motion passed.

Accepting Assets and Liabilities (including authorization to sign leases, deeds, Bills of Sale etc.) -Resolution 2024-09.

Discussion on an amendment and decision to remove the wording ‘transfer of assets listed on Exhibit A.’ and replace it with ‘transfer of assets in accordance with the West Klickitat Regional Fire Authority Plan.’

“Move to adopt resolution 2024-09 resolution accepting assets and liabilities as amended.” Made by Jason Hartmann, second by Ben Giant, (6 in favor, 0 opposed) motion passed.

Establishing Small Public Works, Consultant and vendor Rosters -Resolution 2024-10

“Move to adopt resolution 2024-10.” Made by Charles Virts, second by David Lindley, (6 in favor, 0 opposed) motion passed.

WKRFA Plan Amendment -Resolution 2024-11 – see below.

Authorizing District to pay Annual fee for volunteer Firefighters retirement -Resolution 2024-12.

“Move to adopt resolution 2024-12 Authorizing District to pay Annual fee for volunteer Firefighters retirement.” Made by David Lidley, second by Ben Giant, (6 in favor, 0 opposed) motion passed.

Small Works Roster Direct Contracting Small Business Utilization Plan.

Discussion that this sets the expectation to ensure inclusion of small, minority, women, and veteran-owned businesses for public works contracts.

“Move to approve the Small Works roster Direct Contracting Small Business Utilization Plan” by Jason Hartmann, second by Ben Giant (6 in favor, 0 opposed) motion passed.

Insurance

Authorizing membership with Enduris- Resolution 2024-13

Discussion on the amended E&O coverage and quote. Also, to participate in the Enduris insurance pool the RFA must approve a resolution and agreement. Due to the last-minute arrival of the insurance documents to the board Rozalind had consulted with legal counsel on whether the board could approve the resolution and agreement today. Since the insurance agreement is an item on the check list of documents to be addressed at this meeting it was legal counsel’s opinion that the board would not be out of compliance with the special meeting if they acted on the resolution today.

Amendment to replace the word “President” with “chairman”.

“Move to approve Resolution 2024-13 with the language as amended” made by Charles Virts, seconded by Jason Hartmann. (6 in favor, 0 opposed) motion passed.

7. Policies. See check list

Litigation Defense, Budget, Financial Management

“Motion to approve the Litigation Defense Policy, the Budget Policy, the Financial Management Policy, the Procurement Policy, the Governing Board Compensation policy.” made by Jason Hartmann, second by Charles Virts. (6 in favor, 0 opposed) motion passed.

8. Agreements- See check list

“Move to authorize the insurance contract, the Skamania EMS Agreement, and the Klickitat County Public Works reimbursable agreement.”

Made by Jason Hartmann, second by Ben Giant (6 in favor, 0 opposed) motion passed.

9. Mission statement.

“To exceed our customers’ expectations through diligent emergent and non-emergent services, every day.”

“Motion to accept the mission statement as presented” made by Robert Connor, second by Jason Hartmann. (6 in favor, 0 opposed) motion passed.

10. Vision statement

“Create TRUST and long-lasting relationships at every level.

DEDICATE our existence to our customers every day.

RESPECT the responsibility entrusted to us and dedicate ourselves to carry out our duties with pride of ownership.

HONOR our relationships through respect, honesty and integrity.”

“Move to adopt the vision statement as written” made by Ben Giant, second by Robert Connor (6 in favor, 0 opposed) motion passed.

11. Doing Business as – Southwest Fire & Resue.

“Move to adopt our doing business as Southwest Fire & Rescue.” Made by Jason Hartmann, second by Charles Virts (6 in favor, 0 opposed) motion passed.

12. Operational Date

WKRFA is now officially in existence with authority. However, KCFD3 and WSFD will maintain operations through transition period until January 2025.

13. WKRFA Plan Amendment

KCFD3 will remain in existence. There will be costs associated with maintaining KCFD3.

Legal counsel has reviewed the situation and recommends making an amendment to the WKRFA Plan to cover costs for KCFD3 after all assets have been transferred to WKRFA.

“Move to approve resolution 2024-11 which is the resolution amending the RFA Plan.” made by Ben Giant, second by Charles Virts (6 in favor, 0 opposed) motion passed.

- **Public Comment-** none
- Ben Giant – expressed thanks to the subcommittees and every individual involved.
- **Next Meeting:** October 17th 18:30. Location: White Salmon Fire Station

Adjournment:

Motion to adjourn made by Jason Hartmann seconded by Ben Giant. (motion passed)

Meeting adjourned 19:40.

APPROVED:

Attest:

WKRFA Chair -Thomas Montag (date)

Secretary Rozalind Plumb

DRAFT

October 10, 2024

Finance Report

	Fund	Beginning Balance	Deposits	Disbursements	Ending Balance
1	General 667.1	40,195.86	14,253.70	42,120.89	12,328.67
2	Capital 667.3	7,153.02	79.59	0.00	7,232.61
3	Bond 667.2	633,890.69	4,144.75	0.00	638,035.44
4	Invested Gen	1,007,537.50	0.00	0.00	1,007,537.50
5	Invested CAP	0.00	0.00	0.00	0.00

1. **GENERAL EXPENSE FUND 667.1:** See 2023 Operating Budget table and graphs.

General Expenditure Scripts for approval

Date	Amount	Date	Amount
9/12/24	3,703.33		
9/16/24	2,681.30		
9/24/24	184.34		
9/30/24	15,163.40		

2. **CAPITAL FUND 667.3:** See 2023 Capital summary.

Capital Expenditure Scripts for Approval

Date	Amount

3. **BOND FUND 667.2:**

Debt repayment schedule (2024 June 1 \$51,291.37, December 1 \$184,070.55)

2018 12/18	\$3,225,750.00			
year	Principle	Interest	Sub Total	Annual Total
2024 June		51,291.37		
2024 Dec				

4. **Internal Review and Reconciliation**

	Date	By
Treasurer's Report	10/10/24	Commissioner Connor
Auditor's Report	10/10/24	"
Credit Card	10/10/24	"
Petty Cash	10/10/24	"
Payroll	10/10/24	"
General Deposits	10/10/24	"

2024 Operating Budget

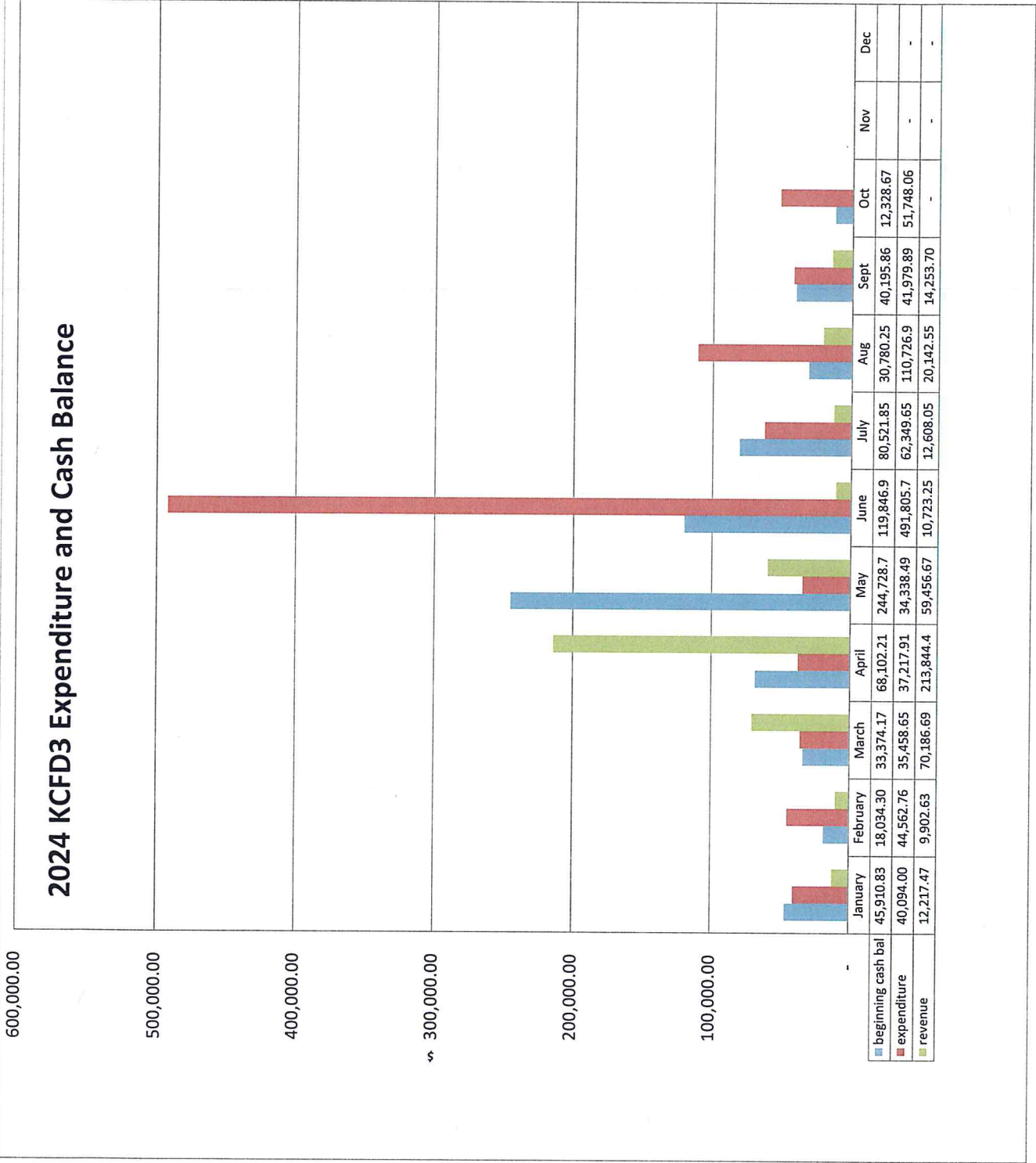
Updated 10/10/2024

This budget sheet is connected to the expenditure spreadsheet.

Klickitat County Fire District 3

CATEGORY	Original Budget	October expenditure	Expenditure YTD	Balance	% Used	NOTES
Salaries & Wages + employee paid benefits	207,293.95	30,539.75	193,999.03	13,294.92	94%	
Benefits (excluding employee paid)	87,036.16	4,879.42	44,907.35	42,128.81	52%	
Volunteer Stipend	16,600.00	831.15	13,986.02	2,613.98	84%	
Volunteer Disability/Pension/lifelight	13,907.00	-	3,690.00	10,217.00	27%	
Volunteer Recognition	3,500.00	-	1,962.11	1,537.89	56%	
Office Expense/Supplies	6,600.00	38.17	4,740.39	1,859.61	72%	Associations reimburse \$
Professional Services	26,462.53	296.17	25,383.79	1,078.74	96%	
Insurance (Enduris)	47,219.00	-	54,591.00	(7,372.00)	116%	2023 paid. Expect to pay for 2024 through November due to RFA
Communications	3,865.00	-	7,944.71	(4,079.71)	206%	Increased premiums Additional pagers
Advertising	500.00	-	171.00	329.00	34%	
Vehicle Parts/Repairs/service	8,000.00	-	14,380.42	(6,380.42)	180%	
Rescue - Apparatus/Supplies	11,298.00	3,343.25	4,493.36	6,804.64	40%	E32 tires, C300 repairs
Fuel	12,000.00	-	6,625.17	5,374.83	55%	
Facilities/Station Repairs/Supplies	4,500.00	-	3,060.16	1,439.84	68%	
Utilities Services	21,350.00	-	13,581.61	7,768.39	64%	
Travel & Meals	3,000.00	-	1,787.00	1,213.00	60%	
Training	7,500.00	-	4,093.63	3,406.37	55%	
Fire Supplies/service	23,200.00	-	15,008.37	8,191.63	65%	
EMS Supplies/service	3,530.00	-	3,886.18	(356.18)	110%	
Uniform/apparrel	3,000.00	-	1,038.80	1,961.20	35%	
Prevention	1,700.00	-	253.44	1,446.56	15%	
Taxes (for previous year)	3,000.00	-	1,031.01	1,968.99	34%	
Dues & Fees	3,060.00	-	2,622.80	437.20	86%	
Municipal Pool Reserve	26,697.54	-	-	26,697.54	0%	
Total budgeted expenditure	544,819.18	39,927.91	423,237.35	121,581.83	78%	
WKRFA	25,000.00	-	9,314.33	15,685.67	37%	
CAPITAL PURCHASE - Pumper	456,757.45	-	458,122.20	(1,364.75)	100%	
Pumper Supplies	13,657.20	11,820.15	14,449.58	(792.38)	106%	
CAPITAL PURCHASE - FIRE ENGINE	35,000.00	-	32,558.50	2,441.50	93%	
Total Actual Expenditure		51,748.06	905,123.46			
Invested funds			907,537.50			
Ave. property tax estimated in November 2024 \$533,950.75 + 10,868.43 new construction						

2024 KCFD3 Expenditure and Cash Balance



Fire Chief's Report to Board of Commissioners
October 10, 2024

- **Customer Service (emergent and non-emergent):**

- 33 Calls for service from SW First Responders since your last meeting.

- **Apparatus/Fleet:**

1. New Engine going nearly complete. Work party scheduled for October 12th.
2. Brush 31 shore power failed. Repaired.
3. Command 300 tires to be replaced in November
4. Engine 33 – Emergency lighting repaired. Scheduling in-service maintenance. ** this unit will not be fully in service until the new engine is completed next week.
5. Aid 31 continues to show a DEF code. It needs to be ran long enough for it to regenerate itself.
6. Water Tender 32 also throwing a code. Mechanic is researching to see if it's a DEF notification.
7. Brush 32 has a leak in the pump. Still in service but mechanic will be here on 8/15 to repair.
8. Will be listing the American LeFrance engine for sale next week. Per surplus resolution.
9. Will be purchasing oil and filters for 2025 annual service this year when NAPA has their 50% off sale.

- **Other items:**

1. Annual Fire Extinguisher service scheduled for October 28th.
2. Fire Safety Week - Scheduled for Witson Elementary and Day Care Center next week.
3. Truck bay paint stripe project complete. All the work was completed by Ron Reynolds and Eric Bosler. This project dramatically increases safety while back apparatus into the stations.
4. Tom Crumpacker has successfully established a Regional Training Center for NREMT at the district. Will be teaching a PHTLS course in Husum at the end of the month.
5. EMS license transfer to WKRFA in process. Tom Crumpacker is preparing for inspections and verification that our equipment is in order by Department of Health.
6. Met with DNR and contractor for final preparations of the Shaded Fuel Project beginning on Dock Grade Road. The project has begun and will continue for about 3 weeks.
7. Served as Operations Section Chief for SE Washington Team 1,2,3 IMT on the Swauk Creek Fire in Ellensburg Washington.
8. Served as Strike Team Leader and Incident Commander for the Long Hollow Fire in Whitman County. 4000 acres.
9. Served as Strike Team Leader for Goosmus Fire in Ferry County. 1750 acres.
10. WKRFA patch format decided by the membership.
11. Filled porta tanks in Major Creek for CRGNSA prescribed burn plan. D. Lanz, J. Nielson, R. Reynolds. District reimbursed for time.
12. Working with CRGTA to prepare for upcoming recruit academy. Begins January 28, 2025.
13. Finalizing WKRFA Automatic/Mutual Aid agreements to be forwarded to WKRFA Board.
14. Working on WKRFA/City of White Salmon interlocal agreement for service / water use.
15. Mice have been reported at Station 32. Will be placing bait in the attic.
16. Station 31 and Station 32 grounds. Will be applying a vinegar/dish soap mix to kill weeds and unwanted vegetation at both stations.

- **Personnel:**

1. Two new applicants moving through the entry process.
2. Roz and Jennifer attending the Washington State Commissioners Administrative Conference in Leavenworth October 7,8 ad 9th.
3. Ron Reynolds preparing to return to Arizona at the end of next week.

- **Training Report:**

1. September 24, WKRFA update meeting
2. October 1 Apparatus inspections / Business Meeting.
3. September 17, OTEP, SCBA Donning, PPE Donning for new members.

- **Upcoming:**

1. Multi Company fire attack drill.
2. Vehicle extrication drill
3. OTEP
4. Respiratory Fit Testing

Community Events:

- Spaghetti Feed date to be finalized by Association(s).

Personal Activities and Achievements:

5. Vacation hours planned for first week in November for hunting season.

Respectfully submitted: Wesley W. Long
October 7, 2024.

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Klickitat County Fire District No. 3

Original Payment Schedule for 2018 UTGO Bonds, as of 12/3/2018

Bonds Issued 12/18/2018, Non Rated, Capital One Bank

Assessed Value	Period Ending	Principal	Interest	Annual Payment	Estimated Tax Levy Rate (1)
518,009,843	12/1/2019	115,435.14	119,926.78	235,361.92	0.454
518,009,843	12/1/2020	113,981.67	121,380.25	235,361.92	0.454
518,009,843	12/1/2021	118,415.56	116,946.36	235,361.92	0.454
518,009,843	12/1/2022	123,021.92	112,340.00	235,361.92	0.454
518,009,843	12/1/2023	127,807.47	107,554.44	235,361.91	0.454
518,009,843	12/1/2024	132,779.18	102,582.73	235,361.91	0.454
518,009,843	12/1/2025	137,944.30	97,417.62	235,361.92	0.454
518,009,843	12/1/2026	143,310.33	92,051.59	235,361.92	0.454
518,009,843	12/1/2027	148,885.10	86,476.82	235,361.92	0.454
518,009,843	12/1/2028	154,676.73	80,685.19	235,361.92	0.454
518,009,843	12/1/2029	160,693.66	74,668.26	235,361.92	0.454
518,009,843	12/1/2030	166,944.64	68,417.28	235,361.92	0.454
518,009,843	12/1/2031	173,438.79	61,923.13	235,361.92	0.454
518,009,843	12/1/2032	180,185.55	55,176.36	235,361.91	0.454
518,009,843	12/1/2033	187,194.77	48,167.15	235,361.92	0.454
518,009,843	12/1/2034	194,476.65	40,885.27	235,361.92	0.454
518,009,843	12/1/2035	202,041.79	33,320.13	235,361.92	0.454
518,009,843	12/1/2036	209,901.22	25,460.70	235,361.92	0.454
518,009,843	12/1/2037	218,066.37	17,295.54	235,361.91	0.454
518,009,843	12/1/2038	226,549.16	8,812.76	235,361.92	0.454
Total		3,235,750.00	1,471,488.36	4,707,238.36	
All-In True Interest Cost:			4.00%		

2018 BOND: SOURCES OF FUNDS

Par Amount	\$3,235,750
Original Issue Premium	\$0
Total Sources of Funds	\$3,235,750

USES OF FUNDS

Deposit to Construction Funds	\$3,203,752
Total Financing Costs	\$31,998
Contingency Amount	\$0
Total Uses of Funds	\$3,235,750

EXAMPLE OF THE CALCULATION OF THE BOND PAYMENT	
Bond Payment In 2019:	235,362
Estimated Tax Delinquency Percentage:	3.0%
Bond Payment plus Tax Delinquency:	242,423
Estimated 2019 Assessed Value:	518,009,843
Estimated Bond Levy Rate for 2019:	\$0.4680

Before applying the surplus

Annual AV Growth Rate
Outstanding Payment Schedule for 2018 UTGO Bonds, as of 12/3/2024
Bonds issued 12/18/2018, Non Retred, Capital One Bank

Assessed Value	Period Ending	Principal	Interest	Annual Payment	Estimated Tax Levy Rate (1)
976,607,485	12/1/2025	137,944.30	97,417.62	235,361.92	0.241
976,607,485	12/1/2026	143,310.33	92,051.59	235,361.92	0.241
976,607,485	12/1/2027	148,885.10	86,476.82	235,361.92	0.241
976,607,485	12/1/2028	154,676.73	80,685.19	235,361.92	0.241
976,607,485	12/1/2029	160,693.66	74,668.26	235,361.92	0.241
976,607,485	12/1/2030	166,944.64	68,417.28	235,361.92	0.241
976,607,485	12/1/2031	173,438.79	61,923.13	235,361.92	0.241
976,607,485	12/1/2032	180,185.55	55,176.36	235,361.91	0.241
976,607,485	12/1/2033	187,194.77	48,167.15	235,361.92	0.241
976,607,485	12/1/2034	194,476.65	40,885.27	235,361.92	0.241
976,607,485	12/1/2035	202,041.79	33,320.13	235,361.92	0.241
976,607,485	12/1/2036	209,901.22	25,460.70	235,361.92	0.241
976,607,485	12/1/2037	218,066.37	17,295.54	235,361.91	0.241
976,607,485	12/1/2038	226,549.16	8,812.76	235,361.92	0.241
Total		2,504,309.06	790,757.80	3,295,066.86	

All-In True Interest Cost: 4.00%

EXAMPLE OF THE CALCULATION OF THE BOND PAYMENT	
Bond Payment in 2025:	235,362
Estimated Tax Delinquency Percentage:	3.0%
Bond Payment plus Tax Delinquency:	242,423
Estimated 2025 Assessed Value:	976,607,485
Estimated Bond Levy Rate for 2025:	\$0.2482

After applying the surplus, ASSUMED SURPLUS OF \$600,000

Annual AV Growth Rate
Outstanding Payment Schedule for 2018 UTGO Bonds, as of 12/3/2024
Bonds issued 12/18/2018, Non Rated, Capital One Bank

Assessed Value	Period Ending	Principal	Interest	Annual Payment	Estimated Tax Levy Rate (1)
976,607,485	12/1/2025	137,944.30	74,077.62	212,021.92	0.217
976,607,485	12/1/2026	143,310.33	68,711.59	212,021.92	0.217
976,607,485	12/1/2027	148,885.10	63,136.82	212,021.92	0.217
976,607,485	12/1/2028	154,676.73	57,345.19	212,021.92	0.217
976,607,485	12/1/2029	160,693.66	51,328.26	212,021.92	0.217
976,607,485	12/1/2030	166,944.64	45,077.28	212,021.92	0.217
976,607,485	12/1/2031	173,438.79	38,583.13	212,021.92	0.217
976,607,485	12/1/2032	180,185.55	31,836.36	212,021.91	0.217
976,607,485	12/1/2033	187,194.77	24,827.15	212,021.92	0.217
976,607,485	12/1/2034	194,476.65	17,545.27	212,021.92	0.217
976,607,485	12/1/2035	202,041.79	9,980.13	212,021.92	0.217
976,607,485	12/1/2036	54,516.75	2,120.70	56,637.45	0.058
976,607,485	12/1/2037	0.00	0.00	0.00	0.000
976,607,485	12/1/2038	0.00	0.00	0.00	0.000
Total		1,904,309.06	484,569.50	2,388,878.56	
All-In True Interest Cost:		4.00%			

226,549.16 Payoff 12/1/2038 Principal
 218,066.37 Payoff 12/1/2037 Principal
 155,384.47 Payoff portion of 12/1/2036 Principal
 600,000.00 Assumed total surplus available to redeem bonds early

EXAMPLE OF THE CALCULATION OF THE BOND PAYMENT

Bond Payment in 2025: 212,022

Estimated Tax Delinquency Percentage: 3.0%

Bond Payment plus Tax Delinquency: 218,383

Estimated 2025 Assessed Value: 976,607,485

Estimated Bond Levy Rate for 2025: \$0.2236



Deferred Compensation Program (DCP) Resolution No. 2024-14

Organizations use this form to request DCP participation and to change their automatic enrollment option if they're currently participating.

Email completed form to:
Employer Support Services

drs.employersupport@drs.wa.gov

Participation Status

West Klickitat Regional Fire Authority

(legal name of organization), a political subdivision of Washington state, authorizes and approves this resolution.

Organization is requesting to participate in the Washington State Deferred Compensation Program.

Or

Organization already offers DCP and is changing the automatic enrollment option.

Automatic Enrollment Option and Employer Contributions

RCW 41.50.770 permits counties, municipalities and other political subdivisions to participate in the DCP automatic enrollment provision as outlined in WAC Chapter 415-501.

Does the organization want to participate in automatic enrollment? Yes No

Submit employer-paid contributions 90 days **after** the initial employee enrollment. This will prevent the auto-enrolled participant from withdrawing the employer-paid contributions within the first 90 days.

Authorizing Signature(s)

The organization:

1. Requests to participate in DCP, as allowed by RCW 41.50.770.
2. Has reviewed the program provisions and agrees to accept all terms and conditions.
3. Understands and agrees that all employee deferrals are held in trust by the Washington State Investment Board for the exclusive benefit of program participants and eligible beneficiaries.

Passed this 17th day of October, 20 24

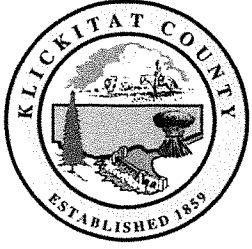
Signature

Title

Printed Name

Optional: To include additional resolution signatures, add a separate sheet of paper.





Billi Jean Bare
Klickitat County Assessor

205 S. Columbus Room 200 Goldendale, WA 98620
(509) 773-3715 or 1(800) 764-2235
Fax (509) 773-6397

SEP 23 REC'D
2024

TO: Klickitat County Taxing Districts
SUBJECT: Annual Budget Packet & Preliminary Values

It is that time of year again! To assist your district with your budgeting process, we have included a sheet with estimated preliminary district and new construction values along with last year's levy and state assessed values.

For your convenience we have included the Department of Revenue's most recent levy certification and ordinance/resolution forms. The levy certification form can help you ensure your district receives the maximum amount allowed. The figures on the included sheet are *PRELIMINARY* values only. The values certified during the levy process can be higher than these preliminary numbers due to an increase in state assessed, districts or new construction values at the time of certification. The ordinance/resolution form is used for your district to request the 1% increase from last year's certified levy or to increase to the districts highest lawful levy. **If you desire your district to reach the maximum allowed, the amount on your levy certification page must be higher than the amount stated on your ordinance/resolution.**

Each district is allowed to recover some of the lost revenue, SSB 5705 allows you to levy for both the amount of taxes refunded and the amount of taxes cancelled or abated less the amount of supplemental taxes for the preceding twelve months. If you so choose, you can include this amount in the Refund Levy as part of your Levy Certification. These refund numbers are available from the Klickitat County Treasurer (509-773-4664).

Each year ALL Taxing Districts must certify their budgets or estimates to the county legislative authority on or before November 30 in accordance with RCW 84.52.020.

Please notify us before November 30, 2024 if you cannot meet the deadline. Please be aware, if your certified budget or estimate is not received by November 30, 2024, state statute (RCW 84.52.070) requires that the county assessor shall use no more than the certified levy amount from the previous year for the taxing district.

Last year's state assessed utility value has been used as an estimate for the preliminary values. Also note that taxable values are subject to change based on subsequent appeals to the Board of Equalization and exemption changes.

Please feel free to contact us if you require assistance completing or have questions about the certification forms, levy limit calculations, or ordinances/resolutions.

Jessica Byers Jessicaby@klickitatcounty.org
(509) 773-2307

Caitlin Cameron Caitlinp@klickitatcounty.org
(509) 773-2304

SEP 23 REC'D
2004

LEVY BUDGET PACKET CHECKLIST

WE MUST HAVE ALL 4 ITEMS FOR ALL REGULAR TAXING DISTRICTS

Levy Certification

This levy certification is required in accordance with RCW 84.52.020. The taxing district must certify its budget with the county legislative authority by November 30. This amount should be higher than the districts budgeted amount to ensure you can receive all funds available to your district

Ordinance Resolution (REV 64 0101)

Taxing Districts must complete an Ordinance/Resolution in accordance with RCW 84.55.120 in order to increase this year's property tax revenue over the previous year. Otherwise, a taxing district can only increase its revenue through the addition of new construction, improvements to property, and any increase in the value of state-assessed property. If a taxing district wants to raise its levy amount, an Ordinance/Resolution, listing the dollar increase and percentage change in the levy from the previous year, must be submitted to the County Assessor's Office. Please note that some taxing districts that have chosen not to use the Department of Revenue form have had issues arise during their levy audits. We highly recommend using Department of Revenue forms.

Copy of District Budget

The District Budget is one of the limitations on taxation, although there are other rules and laws that can limit the taxing district's rates.

District Personnel & Levy Contacts

Please list on an additional sheet a list of all personnel and/or contacts, so that a current list is on file with our office.

1 ADDITIONAL FORM FOR REGULAR TAXING DISTRICTS WITH A POPULATION OF 10,000 OR GREATER

Substantial Needs Ordinance Resolution

(To increase above the IPD, if the IPD is less than 1%)

COMPLETE PACKET AND SEND TO ASSESSOR'S OFFICE

Download & complete all necessary forms. The forms can be found on our website at www.klickitatcounty.org –Assessor- Helpful publications & Forms

Print final forms and obtain necessary signatures.

Assemble full packet and submit to Assessor's Office by November 30.

Mail to:

Klickitat County Assessor's Office
205 S. Columbus, Room 200
Goldendale, WA 98620

SEP 23 REC'D
2024

District: Regional Fire Authority		
	Previous Years Levy Amount	Maximum Lawful Levy since 1985
		\$2,627,658.98
plus 1% increase	\$0.00	\$2,653,935.57
Estimated additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state assessed property, any annexations that have occurred and refunds made	\$0.00	\$0.00
Estimated total Request		
	\$0.00	\$2,653,935.57
Estimated dollar amount increase	This Value is the difference between 1% of previous years levy minus the previous years levy	This Value is the difference between 1% of the max lawful levy minus the previous years levy without the 1%
	\$0.00	\$2,653,935.57
ESTIMATED Percentage increase over last years levy amount	using last years levy	using Max lawful levy
	#DIV/0!	#DIV/0!
Estimated total district value	\$1,751,772,650.00	

Previous Year State Assessed
 Levy Real and Mobile Taxable Value \$1,721,272,124.00
 Levy Personal & Structure Taxable Value \$30,500,526.00
 Total Taxable \$1,751,772,650.00

If you should have any questions or concerns regarding the above numbers, please do not hesitate to contact our office.



Ordinance / Resolution No. _____
RCW 84.55.120

WHEREAS, the _____ of _____ has met and considered
(Governing body of the taxing district) (Name of the taxing district)
its budget for the calendar year _____; and,

WHEREAS, the districts actual levy amount from the previous year was \$ _____; and,
(Previous year's levy amount)

WHEREAS, the population of this district is more than or less than 10,000; and now, therefore,
(Check one)

BE IT RESOLVED by the governing body of the taxing district that an increase in the regular property tax levy
is hereby authorized for the levy to be collected in the _____ tax year.
(Year of collection)

The dollar amount of the increase over the actual levy amount from the previous year shall be \$ _____
which is a percentage increase of _____% from the previous year. This increase is exclusive of
(Percentage increase)

additional revenue resulting from new construction, improvements to property, newly constructed wind turbines,
solar, biomass, and geothermal facilities, and any increase in the value of state assessed property, any annexations
that have occurred and refunds made.

Adopted this _____ day of _____, _____.

If additional signatures are necessary, please attach additional page.

This form or its equivalent must be submitted to your county assessor prior to their calculation of the property tax levies. A certified budget/levy request, separate from this form is to be filed with the County Legislative Authority no later than November 30th. As required by RCW 84.52.020, that filing certifies the total amount to be levied by the regular property tax levy. The Department of Revenue provides the "Levy Certification" form (REV 64 0100) for this purpose. The form can be found at: <http://dor.wa.gov/docs/forms/PropTx/Forms/LevyCertf.doc>.

To ask about the availability of this publication in an alternate format, please call 1-800-647-7706. Teletype (TTY) users may use the Washington Relay Service by calling 711. For tax assistance, call (360) 534-1400.

Levy Certification

Submit this document, or something similar, to the **county legislative authority on or before November 30** of the year preceding the year in which the levy amounts are to be collected.

Courtesy copy may be provided to the county assessor.

This form is not designed for the certification of levies under RCW 84.52.070.

In accordance with RCW 84.52.020, I (Name),
 (Title), for (District name),
do hereby certify to the (Name of county) County legislative authority
that the (Commissioners, Council, Board, etc.) of said district requests
that the following levy amounts be collected in (Year of collection) as provided in the district's
budget, which was adopted following a public hearing held on (Date of public hearing).

Regular levies

Levy	General levy	Other levy* <input type="text"/>
Total certified levy request amount, which includes the amounts below.		
Administrative refund amount		
Non-voted bond debt amount		
Other*		

Excess levies

Levy	General (n/a for school districts)	Bond	Enrichment (school districts only)	Cap. project	Other levy* <input type="text"/>
Total certified levy request amount, which includes the amounts below.					
Administrative refund amount					
Other*					

*Examples of other levy types may include EMS, school district transportation, or construction levies. Examples of other amounts may include levy error correction or adjudicated refund amount. Please include a description when using the "other" options.

Signature: _____ **Date:** _____

To request this document in an alternate format, please complete the form dor.wa.gov/AccessibilityRequest or call 360-705-6705. Teletype (TTY) users please dial 711.



WILDFIRE

FORESTLAND RESPONSE AGREEMENT DEPARTMENT OF NATURAL RESOURCES (DNR) NO. 93-108031

PI: 221, 222, 223

Funding Source: State

Grant Funded: Yes No

Procurement method: Exempt, Department of Enterprise Services, Sole Source Contract Policy No. POL-DES-140-00, Section 5A, Item 1, RCW 39.26.125(10)

This Agreement is entered into between the state of Washington, Department of Natural Resources, Southeast Region, hereinafter referred to as “DNR or AGENCY”, and the below named Fire Protection District/Department, hereinafter referred to as District/Department.”

West Klickitat Regional Fire Authority

PO Box 151

Husum, WA 98623

Phone: 509-493-2996

Email: chief@kcf3.com / secretary@kcf3.com

Statewide Vendor # (SWV): SWV0324343-00

Authority: This Agreement is entered into by DNR under the authority of RCW 76.04.015, RCW 76.04.135 and RCW 76.04.610(3); and by the District/Department under the authority of RCW 52.12.031, RCW 52.12.125 and RCW 35.21.010; and DNR and District/Department in conformity with RCW 39.34, the Interlocal Cooperation Act.

In consideration of the terms, conditions and covenants contained herein, or attached and incorporated and made a part hereof, the Parties mutually agree as follows:

- 1. Purpose:** The purpose of this Agreement is to (1) provide for mutual assistance and cooperation in the control and suppression of forestland fire and therefore to contract for the District/Department to provide fire protection services to an area within the jurisdiction of DNR and located in, or adjacent to, the District/Department and to contract for the DNR to assist in fire protection services on forestland within District/Department jurisdiction; and (2) dispatch and pay for fire service resources outside the fire service

District/Department jurisdictional boundaries for wildfire and prescribed (RX) fire dispatch.

2. **Scope:** This Agreement pertains to forestland fire incidents within or adjacent to the District/Department boundaries and to District/Department resources ordered through the DNR Region or Division for dispatch outside of District/Department boundaries for support provided by DNR as outlined in Attachment A – Operational Guidelines for Resources ordered through the DNR Region or Division for dispatch outside of District/Department boundaries.
3. **Term.** The term of this agreement is October 1, 2024, or date of execution, whichever is later, through December 31, 2029.
4. **Jurisdictional Responsibility:** Within or adjacent to the District/Department boundaries, the statutory jurisdictional responsibility for fire control on forestland varies. It may be:
 - (1) **Sole DNR Jurisdiction:** Land subject to Forest Fire Protection Assessment and District/Department is NOT collecting fire protection levy
 - (2) **Sole District/Department Jurisdiction:** Land subject to District/Department fire protection levy and not subject to Forest Fire Protection Assessment.
 - (3) **Joint Jurisdiction:** Land subject to Forest Fire Protection Assessment and the District/Department is collecting fire protection levy.
5. **Mutual Aid Fire Incident Response:**
 - (1) **Sole DNR Jurisdiction:** In the event of a fire emergency in a sole DNR jurisdiction area, the DNR will respond. The District/Department may respond to provide immediate control action, minimize fire loss, and thereby indirectly protect its own jurisdiction area. DNR may request response from the District/Department to gain timely initial attack and control action, or to supplement DNR resources.
 - (2) **Sole District/Department Jurisdiction:** In the event of a fire emergency in a sole District/Department jurisdiction area, the District/Department will respond. DNR may respond to provide immediate control action, minimize fire loss, and thereby indirectly protect its own jurisdiction area. The District/Department may request that DNR provide supplemental resources for fire emergency operations and support.
 - (3) **Joint Jurisdiction:** In the event of a fire emergency in a joint jurisdiction area, both DNR and the District/Department will respond, subject to the availability of resources.
6. **Off-Season Incidents:** For this Agreement, no incident will be considered off-season. Fire season will be January 1-December 31 each year.

7. Command:

- (1) **Sole DNR Jurisdiction Incidents:** When the District/Department is the first arriving agency, the District/Department on-site initial responders shall establish command until released by a representative of DNR.
- (2) **Sole District/Department Jurisdictional Incidents:** When DNR is the first arriving agency, the DNR on-site initial responders shall establish command until released by a representative of the District/Department.
- (3) **Joint Jurisdiction Incidents:** The first arriving agency initial responders shall establish command, and, upon the arrival of the other agency, unified command will be established and used for incident management.

8. Fire Control and Suppression Definitions:

- (1) **Forestland:** As the term is defined by RCW 76.04.005.
- (2) **Ordering:** Prior to the arrival of DNR at the incident, the initial attack incident commander may order special resources through DNR. That decision shall be documented, and payment authorized (see Section 11 and 12 of this Agreement) by DNR prior to the mobilization of special resources.
- (3) **Special Resources:** Air resources, dozers, heavy equipment, or other resources deemed necessary to contain and control the fire.

9. Operation Guidelines:

- (1) **Forestland Response:** Representatives of the District/Department and DNR may mutually develop operation guidelines that provide principles, direction and guidance for the conduct of fire control operations related to forest land response. The operation guidelines shall be reviewed at least annually and revised as necessary to achieve cooperation and understanding.
- (2) **DNR Dispatch:** See Attachment A - Operation Guidelines for resources ordered through the DNR Region or Division for dispatch outside of the District/Department jurisdictional boundaries; which is incorporated by reference herein.
- (3) **Prescribed (RX) Fire Dispatch:** See Attachment A – Operational Guidelines for resources ordered through the DNR Region or Division for dispatch outside of the District/Department jurisdictional boundaries; which is incorporated by reference herein. The guidelines for Fire Dispatch are the same, whether that be for a Wildland Fire Incident or Prescribed Fire.

- 10. Fire Investigation:** The District/Department and DNR agree to protect the origin area of any fire to the best of its ability. Fires will be jointly investigated when an incident originated in a joint jurisdiction area. A DNR fire investigator may investigate fires

originating on, spreading to or threatening land subject to Forest Fire Protection Assessment (i.e., sole DNR or joint jurisdiction areas).

11. Costs:

- (1) **Charges Not Required:** One purpose of this Agreement is mutual assistance and cooperation in the control and suppression of fires (see Section 1 - Purpose). In most instances, resource costs will not be charged to the other party. However, there may be circumstances or conditions where the District/Department or DNR desires or is required to charge, or request reimbursement, for resource costs as described in Subsections (2), (3), (4), and (5) below.
- (2) **Sole DNR Jurisdiction:** If the District/Department responds, DNR will pay for District/Department personnel and equipment costs outside of mutual aid unless otherwise negotiated.
- (3) **Sole District/Department Jurisdiction:** If DNR responds, the District/Department will pay for DNR personnel and equipment costs outside of mutual aid unless otherwise negotiated.
- (4) **Joint Jurisdiction:** Initial attack through complete extinguishment of the fire, each party will pay its own costs.
- (5) **DNR Dispatch:** If District/Department personnel is dispatched by DNR outside of District/Department jurisdictional boundaries, DNR will pay for District/Department personnel and equipment costs.

12. Cost Reimbursement Procedures:

- (1) **Forestland Response:** Provisions within this Agreement for reimbursement of costs related to forest land response are subject to the following conditions:
 - (a) Notice: Prior to costs being incurred as allowed by this Agreement (other than DNR Dispatch), notice of such expenditure must be given to DNR of the requesting agency prior to the expenditure or commitment of funds.
 - (b) Invoice: Any resource provider costs, which are to be billed, must be invoiced within sixty (60) business days of the last date of incurred expense for the incident.
- (2) **DNR Dispatch:** Provisions within this Agreement for reimbursement of costs related to DNR dispatch are outlined in Attachment A - Operation Guidelines for resources ordered through the DNR Region or Division for dispatch outside of the District/Department jurisdictional boundaries; which is incorporated by reference herein.

13. Cost Reimbursement Rates:

- (1) **Forestland Response:**

- (a) Equipment costs shall be paid to the resource provider at the DNR Wage and Equipment Rates or as otherwise agreed to in writing by the respective authorized agency representatives.
- (b) Career/permanent and seasonal personnel costs will be reimbursed to the resource provider at the resource provider's actual total cost. This will include backfill costs as outlined in the State Mobilization Plan.

(2) DNR Dispatch:

Cost reimbursement rates related to DNR dispatch are outlined in Attachment A - Operation Guidelines for resources ordered through the DNR Region or Division for dispatch outside of the District/Department boundaries.

- 14. Insurance:** DNR is an agency of the state of Washington and is therefore self-insured under the State's Self-Insurance Liability Program. The District/Department shall, at all times during the term of this Agreement at its sole cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of the Agreement at DNR's option. If the District/Department is self-insured, evidence of its status as self-insured will be provided to DNR, and if deemed acceptable by DNR, shall satisfy the insurance requirements specified by this Section. The limits of insurance to be bought and maintained by the District/Department shall not be less than as follows:

Minimum Coverage Requirements: These limits may not be sufficient to cover all liability losses and related claim settlement expenses. Purchase of these minimum limits of coverage does not relieve the District/Department from liability for losses and settlement expenses greater than these amounts. DNR shall not be charged for the cost for insurance coverage(s).

District/Department is required to purchase insurance for a period of 36 months after completion of this Agreement. This requirement may be satisfied by the continuous purchase of an extended agreement. This requirement may be satisfied by the continuous purchase of an extended reporting period. During the term of the Agreement, District/Department must purchase and maintain the insurance coverage and limits specified below:

- (1) **Commercial General Liability (CGL) Insurance or District/Department Equivalent.** District/Department must purchase and maintain CGL on an Insurance Services Office (ISO) form CG 00 01 or equivalent form, covering liability arising from premises, operations, independent contractors, personal injury, products-completed operations, and liability assumed under an insured contract. Such insurance must be provided on an occurrence basis. If insurance is written on a "claims made" basis, the policy shall provide full coverage for prior acts or include a retroactive date that precedes the effective date of this Agreement. Insurance must include liability coverage with limits not less than those specified below:

<u>Description</u>	<u>Dollar Amount</u>
General Aggregate Limit (Other than products-completed operations)	\$2,000,000

Each Occurrence Limit

\$2,000,000

- (2) **Employer's liability ("Stop Gap") Insurance:** District/Department shall purchase and maintain employer's liability insurance and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- (3) **Business Auto Policy (BAP) Insurance:** If activities pursuant to this Agreement involve the use of vehicles, to include FEPP vehicles, the District/Department must purchase and maintain a BAP on an Insurance Services Office (ISO) form CA 00 01 or equivalent form. The Description of Covered Autos must include one or more of the following:
 - a. "Any Auto" (Symbol 1).
 - b. If District/Department-owned personal vehicles are used, the BAP must cover "Owned Autos Only" (Symbol 2).
 - c. If District/Department hires autos, the BAP must cover "Hired Autos Only" (Symbol 8).
 - d. If District/Department employee's vehicles are used, the BAP must cover "Non-Owned Autos Only" (Symbol 9).

Such insurance must be provided on an occurrence basis. The BAP insurance must include liability coverage with limits not less than those specified below. The District/Department is responsible for any deductible.

<u>Description</u>	<u>Each Accident</u>
Bodily Injury and Property Damage	\$1,000,000

- (4) **Workers Compensation Insurance or Equivalent:** The District/Department shall comply with all state of Washington workers compensation statutes and regulations. Coverage shall be provided for all employees and volunteers of the District/Department and shall include bodily injury (including death) that arises out of or in connection with the performance of this Agreement.
- 15. Service Limitations.** The responses and fire suppression services provided for under this Agreement are intended to be rendered on the same basis as such services are rendered to other areas within the District/Department or DNR jurisdictions and neither party assumes liability for failure to provide services by reason of any circumstances beyond the party's control. In the event of simultaneous fires or medical aid calls within the areas covered by this Agreement whereby facilities of either party are taxed beyond the party's ability to render equal protection, the officers and agents of the party shall have sole discretion as to which call shall be answered first. The responding party shall have sole discretion to determine the manner and method of responding to and handling emergencies under this Agreement consistent with Section 7 - Command of this Agreement.
- 16. Benefits.** This agreement is entered into for the benefit of the parties to this agreement only and shall confer no benefits, direct or implied, on any third persons.
- 17. Renegotiation and Modification:** The terms and conditions of this Agreement may be renegotiated at the request of either Party between the dates of January 1 and March 1 of

any year. Any modification or amendment of this Agreement must be in writing and must be signed by duly authorized agents of the Parties.

- 18. Assignment and Delegation:** This Agreement, or any right or interest therein, may not be assigned or otherwise transferred by either Party without the prior written consent of the other Party. Any attempted assignment shall be void unless made in strict conformity with this section.

Either Party may perform its duty through a delegate or agent but shall not be thereby relieved of any duty to perform or any liability for breach of this Agreement.

- 19. Remedies:** Any remedy exercised by either Party shall not be deemed exclusive and either Party may pursue any and all other remedies available to it under the law.
- 20. Compliance with Laws:** Parties shall comply with all applicable federal, state, and local laws, rules and regulations that govern each component of this Agreement.
- 21. Non-Waiver:** Waiver by either Party of strict performance of any provision of this Agreement shall not act as a waiver of the right of the other Party to require future strict performance of the same provision or any other provision.
- 22. Harassment.** Per [RCW 43.01.135](#), Sexual harassment in the workplace, Agency Contractors hereby have access to DNR Policy PO01-052 Sexual Harassment: https://www.dnr.wa.gov/publications/em_harassment_prevention_policy.pdf
- 24. Interpretation and Venue:** This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington. The venue of any action brought under this Agreement shall be in the Superior Court of Thurston County.
- 25. Severability:** If any provision of this Agreement is held to be invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision(s), and to this end the provisions of this Agreement are declared severable.
- 26. Termination:** This Agreement may be terminated by either Party by the provision of ninety (90) days written notice, provided that neither Party may terminate this Agreement at any time between April 15 and October 15 of any year due to the fire danger during this period.
- 27. Agreement Managers:**

DNR AGREEMENT MANAGER
Name: Callan Wilkins
Title: Cooperator Wildfire Training Coordinator
Address: 713 Bowers Rd.
City/State/Zip: Ellensburg, WA 98926
Phone: (509) 899-3876
Email: callan.wilkins@dnr.wa.gov

DISTRICT/DEPARTMENT AGREEMENT MANAGER
Name: Wesley W. Long
Title: Fire Chief
Address: PO Box 151
City/State/Zip: Husum, WA 98623
Phone: 509-493-2996
Email: chief@kcf3.com

This Agreement supersedes all previous agreements.

By signature below, the Agencies certify that the individuals listed in this document, as representatives of the Agencies, are authorized to act in their respective areas for matters related to this instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement.

DISTRICT/DEPARTMENT

**STATE OF WASHINGTON,
DEPARTMENT OF NATURAL
RESOURCES**

Signature Date
Welsey W. Long
Printed Name
Fire Chief
Title

Signature Date
Larry Leach
Printed Name
SE Region Manager (Acting)
Title

DISTRICT/DEPARTMENT

Signature Date

Printed Name

Title

DISTRICT/DEPARTMENT

Signature Date

Printed Name

Title

DISTRICT/DEPARTMENT

Signature Date

Printed Name

Title

Operation Guidelines
Resources ordered through the DNR Region or Division for
Dispatch outside of District/Department jurisdictional boundaries

Department of Natural Resources (DNR) agrees to dispatch District/Department resources to incidents outside of the Districts/Department jurisdictional boundaries as needed to meet DNR responsibilities and as approved by the District/Department. Dispatches can include out of the state of Washington. Participation by a District/Department with incidents outside its jurisdiction is voluntary and separate from involvement in State Fire Mobilization.

This Agreement extends to all District/Department members:

- Washington Fire Service (WFS) paid members which District/Department allow to participate will be paid by the District/Department. DNR will reimburse district/department costs as outlined in this agreement.

- Members of Washington Fire Service who are volunteers will need to be hired by the DNR via the DNR casual hire process and paid directly by DNR. This may be completed pre-season or at the time of the incident. Your local DNR Region office will handle the casual hire process.

District/Department agrees:

- 1) All personnel dispatched outside of their jurisdictional boundaries will have a valid Incident Qualification Card (red card) stating current qualifications; and will adhere to qualifications and standards described in NWCG PMS 310-1;

- 2) To keep equipment and personnel status current in the Interagency Resource Ordering Capability (IROC) by selecting option a. or b. below. List available resources on the following resource list addendum. (Check one):
 - a. With DNR Region approval, DNR Region will give Web-Status rights to IROC for district employees. It is the employee's responsibility to ensure that their status is accurate.
 - b. DNR Region will status your employees. For this option, you would need to provide your local DNR Region Dispatch with the status of your employees every Monday by 1200 hours. Dispatch would then update their status in IROC for that week (0800 Tuesday to 0800 Tuesday).

For dispatches outside of the DNR region, approval from DNR host region fire staff is required. Host region fire staff will coordinate with Wildland Fire Management Division in order to ensure statewide readiness.

- 3) To notify your local DNR Region of any changes in status of personnel/equipment (i.e.; dispatched/demobilized under State Fire Mobilization, demobilization & ETA home from incidents dispatched thru DNR, etc.);

- 4) All personnel and equipment dispatched will be paid by the District/Department; (except volunteers will follow payment procedures outlined in their individual agreement and be paid directly by DNR);

- 5) All Equipment and Personnel dispatched under this agreement will arrive at each incident with a copy of their current Forestland Response Agreement.
- 6) Invoice for personnel and equipment costs billed to DNR will include:
 - a. Original Emergency Fire Time Report (OF-288); hourly wage rate (regular and OT) for personnel hours on the OF-288. This applies to paid district/department staff. Volunteers will be paid directly by DNR.
 - b. Original shift ticket (OF-286) documenting mileage to/from incident as well as mileage incurred on the incident signed by the incident supervisor.
 - c. Copy of Resource Order card.
- 7) Invoices requesting payment for equipment (engines/tenders) will be submitted to DNR within sixty (60) business days of the last date of the incurred expense for the incident and shall include Original Emergency Equipment Use Invoice Form (OF-286) and shift tickets (OF-297); and
- 8) Invoices requesting payment for other travel costs (meals, lodging not provided by the incident) must be submitted to DNR within sixty (60) business days of the last date of the incurred expense for the incident.
- 9) Only utilize agency owned vehicles or procured rental vehicles on the fireline or off-road.

DNR agrees to:

- 1) Assist the District/Department with updating status of IMT members in IROC;
- 2) Maintain IQS records for District/Department personnel with NWCG PMS 310-1 wildland fire qualifications, if red carded through the DNR;
- 3) Reimburse District/Department within 30 days of invoice receipt and documentation as required above;
- 4) Reimburse the Fire Service District/Department at the Total Cost of personnel. This includes, regular time, overtime, and District/Department backfill for that position as outlined in the State Mobilization Plan. The DNR will not pay for muster time, wildland premium pay, or other unspecified pay provisions.

Rental vehicles for Off-road use must be procured consistent with the National Emergency Rental Vehicle Blanket Purchase Agreement (NERV). Rental vehicles for non-fire line positions must be rented through alternative sources other than the USFS NERV rental vehicle agreement. Rental vehicle authorization must be documented on the resource order. Please speak with your local DNR Region for more specific information.

**DISTRICT/DEPARTMENT RESOURCE LIST
OVERHEAD AND EQUIPMENT ADDENDUM**

DNR will dispatch and process invoices for the following fire district members and equipment when dispatched by DNR outside of their fire district.

Overhead Resources

	Name	Career or Volunteer	Backfill Required	Position/Qualifications	Team Affiliation or Single Resource
1	Wesley W. Long	Career	Yes	DIVS	SE Team 1
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					

**DISTRICT/DEPARMENT RESOURCE LIST
OVERHEAD AND EQUIPMENT ADDENDUM**

DNR will dispatch and process invoices for the following fire district members and equipment when dispatched by DNR outside of their fire district.

Equipment Resources

			Rate / Negotiated Rate*
1	4 Type 5/6 Brush Apparatus	Brush 30-24	
2	4 Type 1 Structural Apparatus	Engine 30-34	
3	4 Type 2 Tactical Water Tenders	WT 30-34	
4	3 Command Vehicles	4X4 F150 - 2 4X4 F350-1	
5			
6			
7			
8			
9			
10			

* The negotiated rate must be agreed upon between the signing parties prior to dispatch.

CONTACT INFORMATION:



INTERAGENCY AGREEMENT
DEPARTMENT OF NATURAL RESOURCES (DNR)
NO. 93-108032

PI: 221, 222, 223, 224

Funding Source: State

Grant Funded: Yes No

OMWBE: Not Applicable

Procurement method: Exempt, Department of Enterprise Services, Sole Source Contract Policy No. POL-DES-140-00, Section 5A, Item 1, RCW 39.26.125(10)

This Agreement is made and entered into between the Washington State Department of Natural Resources, hereinafter referred to as DNR, and the below named firm, hereinafter referred to as West Klickitat Regional Fire Authority.

DNR and West Klickitat Regional Fire Authority enter into this agreement under Chapter 39.34, Interlocal Cooperation Act.

West Klickitat Regional Fire Authority

P.O. Box 151

Husum, WA, 98623

Phone: 509-493-2996

Email: chief@kcf3.com / secretary@kcf3.com

Statewide Vendor # (SWV): SWV0324343-00

IT IS MUTUALLY AGREED THAT:

1.0 Purpose. The purpose of this Agreement is for West Klickitat Regional Fire Authority to provide employees, referred to as single resources, equipment, material and/or services for wildfire or other emergency response and to establish DNR's payment and reimbursement responsibilities to West Klickitat Regional Fire Authority for providing such single resources, equipment material and/or services. Dispatches under this agreement are limited to the State of Washington, unless

the single resource is rostered on a Pacific Northwest Incident Management Team (IMT) type 1, 2 or 3.

2.0 Scope of Work. The West Klickitat Regional Fire Authority shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to performing work set forth in the Exhibit A – Scope of Work.

3.0 Period of Performance. The period of performance under this contract will be from November 1, 2024, or date of execution, whichever is later, through December 31, 2029.

4.0 Billing Procedures. West Klickitat Regional Fire Authority shall submit invoices within sixty (60) days of the last date of demobilization. Payment for approved goods and/or services will be made by check, warrant or account transfer within 30 days of receipt of the invoice. Upon expiration of the Agreement, invoices shall be paid, if received within 30 days after the expiration date. However, invoices for all work done within a fiscal year must be submitted within 30 days after the end of the fiscal year.

Each invoice submitted to DNR shall include information needed by DNR to determine the actual expenditures to be reimbursed and the exact nature of all approved expenditures for services provided. Invoices & billing packages shall be prepared according to the requirements outlined in Attachment A

5.0 Records Maintenance. West Klickitat Regional Fire Authority shall maintain books, records, documents and other evidence, to sufficiently document all direct and indirect costs incurred by West Klickitat Regional Fire Authority in providing the services. These records shall be available for inspection, review, or audit by personnel of the DNR, other personnel authorized by the DNR, the Office of the State Auditor, and federal officials as authorized by law. West Klickitat Regional Fire Authority shall keep all books, records, documents, and other material relevant to this Agreement for six years after agreement expiration. The Office of the State Auditor, federal auditors, and any persons authorized by the parties shall have full access to and the right to examine any of these materials during this period.

Records and other documents in any medium furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose this material to any third parties without first notifying the furnishing party and giving it a reasonable opportunity to respond. Each party will use reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

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

7.0 Independent Capacity. The employees or agents of each party who are engaged in performing this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

8.0 Amendments. This Agreement may be amended by mutual agreement of the parties. Amendments shall be in writing and signed by personnel authorized to bind each of the parties.

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

10.0 Termination for Cause. If for any cause either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of the terms and conditions, the aggrieved party will give the other party written notice of the failure or violation. The aggrieved party will give the other party 15 working days to correct the violation or failure. If the failure or violation is not corrected within 15 days, the aggrieved party may immediately terminate this Agreement by notifying the other party in writing (including email).

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

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall evaluate the facts, Agreement terms, applicable statutes and rules, and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on both parties. The cost of resolution will be borne as allocated by the Dispute Board. Alternatively, the parties may pursue a third-party dispute resolution as the parties mutually agree to in writing.

12.0 Governance. This contract is entered into by the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

If there is an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- (1) Applicable federal statutes and rules;
- (2) State of Washington statutes and regulations
- (3) Scope of Work; and
- (4) Any other provisions of the agreement, including materials incorporated by reference.

13.0 Assignment. The work to be provided under this Agreement and any claim arising from this Agreement cannot be assigned or delegated in whole or in part by either party, without the

express prior written consent of the other party. Neither party shall unreasonably withhold consent.

14.0 Waiver. A party that fails to exercise its rights under this agreement is not precluded from subsequently exercising its rights. A party's rights may only be waived through a written amendment to this agreement.

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

16.0 Severability. The provisions of this agreement are severable. If any provision of this Agreement or any provision of any document incorporated by reference should be held invalid, the other provisions of this Agreement without the invalid provision remain valid.

17.0 Responsibilities of the Parties/Indemnification. To the fullest extent permitted by law, the West Klickitat Regional Fire Authority shall indemnify, defend (with counsel acceptable to DNR), and hold harmless DNR, its officials, agents, and employees, from and against all claims arising out of or resulting from the performance of the Agreement. "Claim" as used in this Agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. West Klickitat Regional Fire Authority's obligation to indemnify, defend, and hold harmless includes any claim by West Klickitat Regional Fire Authority's employees, representatives, any subcontractor or its employees, or any third party.

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

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

18.0 Insurance. Before using any of said rights granted herein and its own expense, West Klickitat Regional Fire Authority shall purchase and maintain, [**optional:** or require its agent(s)/subcontractor to purchase and maintain,] the insurance described below for the entire duration of this Agreement. Failure to purchase and maintain the required insurance may result in the termination of the Agreement at DNR's option.

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

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

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

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

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

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

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

Industrial Insurance (Workers Compensation): West Klickitat Regional Fire Authority shall comply with Title 51 RCW by maintaining workers compensation insurance for its employees. West Klickitat Regional Fire Authority waives all rights of subrogation against State for recovery of damages to the extent they are covered by Industrial Insurance, employer's liability, general

liability, excess, or umbrella insurance. West Klickitat Regional Fire Authority waives its Title 51 RCW immunity to the extent it is required by its indemnity obligation under this Agreement.

ADDITIONAL PROVISIONS:

Additional Insured: The State of Washington, Department of Natural Resources, its officials, agents, and employees shall be named as additional insured by endorsement on all general liability, excess, and umbrella insurance policies.

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

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

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

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

Waiver: West Klickitat Regional Fire Authority waives all rights of subrogation against State for recovery of damages to the extent these damages are covered by general liability, excess, or umbrella insurance maintained pursuant to this Agreement.

19.0 Complete Agreement in Writing. This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.

20.0 Contract Management.

CONTRACTOR Contract Manager	DNR Contract Manager
<p>Wesley W. Long West Klickitat Regional Fire Authority P.O. Box 151 Husum, WA, 98623 <i>Phone:</i> 509-493-2996 <i>Fax:</i> N/A <i>Email address:</i> chief@kcf3.com</p>	<p>Wyatt Leighton Department of Natural Resources 713 Bowers Road Ellensburg, WA, 98926 <i>Phone:</i> 509-925-0959 <i>Fax:</i> 509-925-8522 <i>Email address:</i> wyatt.leighton@dnr.wa.gov</p>
CONTRACTOR Project Manager	DNR Project Manager
<p>Wesley W. Long West Klickitat Regional Fire Authority P.O. Box 151 Husum, WA, 98623 <i>Phone:</i> 509-493-2996 <i>Fax:</i> N/A <i>Email address:</i> chief@kcf3.com</p>	<p>Callan Wilkins Department of Natural Resources 713 Bowers Road Ellensburg, WA, 98926 <i>Phone:</i> 509-899-3876 <i>Fax:</i> 509-925-8522 <i>Email address:</i> callan.wilkins@dnr.wa.gov</p>

22.0 Subcontracts. Subcontractor means not in the employment of the Agency, who is performing all or part of the activities related to this Agreement under a separate contract with the Agency responsible for the scope of work as identified within. If utilizing subcontractors to perform the scope of work, the Agency is required to obtain subcontractors in compliance with RCW 39.26. Agency must provide both proof of competitive solicitation and that the solicitation was posted in WEBS, sole source filing and DES approval, or a documented exemption per DES policy, whichever the case may be.

By signature below, the Parties certify that the individuals listed in this document, as representatives of the Parties, are authorized to act in their respective areas for matters related to this instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

**WEST KLICKITAT REGIONAL FIRE
AUTHORITY**

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL
RESOURCES**

<hr/> Signature	<hr/> Date	<hr/> Signature	<hr/> Date
Wesley W. Long		Larry Leach	
<hr/> Name		<hr/> Name	
Fire Chief		SE Region Manager – Acting	
<hr/> Title		<hr/> Title	
P.O. Box 151		713 Bowers Road	
Husum, WA 98623		Ellensburg, WA, 98926	
<hr/> Address		<hr/> Address	
509-493-2996		509-925-0954	
<hr/> Telephone		<hr/> Telephone	

SCOPE OF WORK

This agreement is to allow West Klickitat Regional Fire Authority to provide personnel for wildfire or emergency response within the State of Washington and to define DNR's responsibility to pay and reimburse West Klickitat Regional Fire Authority. This includes IMT members and wildland resources (personnel, equipment, services and supplies available, or potentially available, for assignment to incidents) Personnel and equipment are described by kind and type, e.g., ground, water, air, etc., and may be used in tactical, support or overhead capacities at an incident. This agreement will not be an avenue for dispatches to fires outside of the State of Washington with the exception of rostered Type 1, 2 and 3 IMT members. This agreement does not address wildfire or emergency response operations, incident command or operational decisions.

If a district/department has a Forest land Response Agreement (FLRA) it will take precedence over this agreement for dispatches to wildfire incidents, and this agreement will only be used for dispatching of IMT members to non-wildfire/all-hazard incidents.

This agreement extends to all District/Department members as defined below:

- Washington Fire Service (WFS) agency personnel that are full-time and part-time paid employees, and personnel under contract/agreement with the District/Department will be paid by the District/Department. DNR will reimburse District/Department costs as outlined in this agreement. Personnel covered under this section are regularly paid by the agency for performed work and are compensated the same for work including if assigned to an incident covered by this agreement "Full and Part Time Personnel."
- Members dispatched by DNR from a WFS agency that have contracts for the sole purpose of responding to wildfire or non-wildfire incidents outside of the agency's jurisdictional boundaries are paid by the agency and reimbursed in accordance with the Washington State Wage & Equipment Rate Guide "Temporary Personnel."
- Members of a WFS agency who are volunteers will need to be hired by DNR via the DNR casual hire process and paid directly by DNR. This may be completed pre-season and shall be completed prior to the first dispatch. The local DNR Region office will handle the casual hire process.

District/Department agrees that/to:

- 1) All personnel dispatched will have a valid Incident Qualification Card (red card) stating current qualifications; and will adhere to qualifications and standards described in PMS 310-1;
- 2) Provide a copy of the Master IQS Record for each participating employee (needed to update status in Interagency Resource Ordering Capability (IROC));
- 3) Provide local DNR Dispatch with status of each employee who is listed as a rostered IMT member every Monday by 1200 hours. Dispatch will then update their status in IROC for that week (0800 Tuesday to 0800 Tuesday).
- 4) All personnel and equipment dispatched will be paid by the District/Department; (except volunteers will follow payment procedures outlined in their individual agreement and be paid directly by DNR);

- 5) All Equipment and Personnel dispatched under this agreement will arrive at each incident with a copy of their current agreement.
- 6) Invoice for personnel, equipment, & travel cost billed to DNR shall be submitted within sixty (60) days and will include the following:
 - a. DNR Personnel Reimbursement Request Worksheet
 - b. Original Emergency Fire Time Report (OF-288); hourly wage rate including salaries & benefit (regular and OT) for personnel hours on the OF-288.
 - c. Original Shift Ticket (OF-297) documenting mileage to/from incident as well as daily mileage incurred on the incident signed by incident supervisor.
 - d. Original Emergency Equipment Use Invoice (OF-286) signed by finance section on the incident.
 - e. Copy of district/department shift schedule
 - f. Earning statements showing hourly wage for each employee
 - g. Receipts or Copy of Employee travel reimbursement for travel expenses.
 - h. Copy of Resource Order card.
- 7) Volunteers shall submit original copies of payment documents directly to the DNR region office for payment.
- 8) For fire line or off-road use, only utilize agency owned vehicles or procured rental vehicles. If agency owned vehicles are available, they shall be used prior to procuring a rental vehicle.
 - a. Rental vehicles for off-road use must be procured using the USFS NERV rental vehicle agreement.
 - b. Off-road rental vehicles procured from alternative sources other than the agreement listed above are not compensable.
 - c. Rental vehicle authorization must be documented on the resource order. Please speak with your local DNR Region for more specific information.
 - d. In order to provide appropriate tracking for all rental vehicles, rentals ordered for overhead shall be ordered using the resource's O#. They do not require their separate resource order number.
 - e. The use of USFS NERV rental vehicles is specific to off-road use. Rental vehicles used for non-fire line positions must be approved on the resource order and shall be rented through alternative sources other than the USFS NERV rental vehicle agreement.

DNR agrees that/to:

- 1) Status the employee in the Interagency Resource Ordering Capability System (IROC).
- 2) Dispatch resources on preseason IMT rosters, and alternate pool list.
- 3) Reimburse the District/Department within 30 days of receipt of complete & accurate invoice and required documentation.
- 4) Reimburse the District/Department for Temporary Personnel under contract or agreement with the District/Department, as defined above, per the Interagency Wildfire Resource Wage Rates in the Washington State Wage & Equipment Rate Guide.
- 5) Reimburse the District/Department for Full and Part Time Personnel (as defined above) to the resource provider at the resource provider's actual total cost. This will include backfill cost for the Full-time Personnel as outlined in the State Mobilization Plan.

- a. DNR will reimburse district/department of all regular scheduled hours for the personnel assigned to the incident.
 - b. The DNR will not pay for muster time, wildland premium pay, portal to portal, or other unspecified pay provisions.
 - c. Sleeping Periods, Meal Breaks, Time required for vehicle/equipment maintenance, Crew Change Time, Out of Service Time are considered non-compensable.
- 6) Reimburse Fire Service District/Department for approved travel expenses. The following guidelines apply:
- a. Per-diem is authorized for resources while traveling to an incident for meals that they are in travel status for the entire DNR designated meal period and will be based on where the resource stops to sleep.
 - i. Breakfast: 7AM-8AM
 - ii. Lunch: 12PM-1PM
 - iii. Dinner: 6PM-7PM
 - b. Once arriving at an incident all resources shall stay and eat in camp. Resources may not seek reimbursement for meals or lodging unless services are not provided by the incident.
 - c. Approval for per diem shall be documented on the resource order card, or through written approval including justification, from the Incident Commander.
 - d. Reimbursement for approved per-diem for incidents in Washington will be paid in accordance with Washington State Office of Financial Management (OFM) rates. Receipts are not required.
 - e. Reimbursement for approved per-diem for incidents outside Washington, will be paid using the U.S. General Service Administration (GSA) daily per diem rates, applying the following breakdown: 25% for Breakfast, 30% for Lunch, 45% for Dinner, applied to daily totals including meals & incidental rates. Receipts are not required.
 - f. Local resources who return home each night, and do not remain in camp overnight will not be entitled to per diem.
 - g. Hotels will only be reimbursed at actual expenses including daily rate and applicable taxes, not to exceed the government rates established in (GSA). All hotel reimbursements require an itemized receipt and must be approved with a resource order or written approval from the Incident Commander. Booking fees associated with online travel agents are non-compensable.
 - h. Alternate accommodations may be utilized at the expense of the user. The cost for alternative accommodations is not reimbursable.
 - i. For travel home if sack lunches are provided, per diem claims will not be reimbursed.
 - j. Travel time to and from the incident will be paid according to the DNR pay provisions in the Washington State Wage & Equipment Rate Guide.
 - k. Travel time and cost associated with picking up and dropping off rental vehicles will be paid according to the DNR pay provision in the Washington State Wage & Equipment Rate Guide.
- 7) Reimburse the district/department for all approved supply expenses approved at the incident. The following guidelines apply
- a. All supply expenses, with the exception of rental car fuel, require a resource order from the incident in order to be reimbursable.
 - b. Itemized receipts must be included for all supply purchases in order to be eligible for reimbursement.

- 8) To pay all volunteers directly, unless otherwise requested in writing by the Chief. Volunteers will be paid for hours worked at the rates in the Washington State Wage & Equipment Rate Guide.
- 9) Reimburse district/department for Equipment Cost at the rates published in the Washington State Wage & Equipment Rate Guide.
 - a. All equipment will be paid at the wet rate
 - b. All equipment will be paid based on the resource order
 - c. All equipment will be paid according to the DNR provisions in the Washington State Wage & Equipment Rate Guide.

**INTERGOVERNMENTAL AGREEMENT
FOR EMAC AND PNEMA ASSISTANCE BETWEEN**

Washington Military Department
Bldg 20, M/S: TA-20
Camp Murray, WA 98430-5122

AND West Klickitat Regional Fire Authority
200 Husum Street / PO Box 151
Husum WA 98623

Contact Person: Mark Douglas
Email: mark.douglas@mil.wa.gov
Phone: 253-512-7097

Contact Person: Wesley Long
Email: chief@kcf3.com
Phone: 509-493-2996

Contact: Suaidi Sudirjo
Email: Suaidi.sudirjo@mil.wa.gov
Phone: 253-208-6507

SWV: 0324343-00

Start Date: Upon Signature

End Date: 5 years from date

1. INTRODUCTION:

This Intergovernmental Agreement (Agreement), pursuant to Ch. 38.10 RCW (Emergency Management Assistance Compact (EMAC)), Ch. 39.34 RCW (Interlocal Cooperation Act), Ch. 38.52 RCW (Emergency Management Act), and the Pacific Northwest Emergency Management Arrangement (PNEMA), is made and entered into by and between the Washington State Military Department through its Emergency Management Division (EMD), and the local jurisdiction within the State of Washington identified above, hereinafter referred to as "Jurisdiction". EMD, through these authorities, coordinates interstate mutual aid according to the model presented in the National Strategy for Homeland Security. EMAC, Chapter 38.10 RCW, and Public Law 104-321, authorize and direct the deployment of certain necessary mutual aid between the EMAC participants, who are currently all fifty states, Puerto Rico, Guam, the U.S. Virgin Islands, and the District of Columbia. PNEMA and Public Law 105-381 authorize and direct the deployment of certain necessary mutual aid between the PNEMA participants, who are currently the States of Alaska, Idaho, Oregon, and Washington, the Canadian Province of British Columbia, and the Yukon Territory. This Agreement provides for the use of authorized resources (including employees and equipment) of the Jurisdiction in responding to requests for EMAC or PNEMA assistance from a participating party in which EMD has identified authorized resources of the Jurisdiction that are qualified and immediately available to deploy and perform the requested EMAC or PNEMA assistance in a requesting participating party.

2. SCOPE:

Pursuant to this Agreement, the authorized resources of the Jurisdiction will be deployed to provide EMAC or PNEMA assistance. When the deployed authorized resources of the Jurisdiction are employees of the Jurisdiction, those Jurisdiction employees will be treated as state employees for purposes of EMAC or PNEMA deployment only and will be entitled to the rights and benefits under EMAC or PNEMA available to state officers and employees, but not for any other purpose. The Jurisdiction will be reimbursed for authorized costs incurred as a result of authorized resource deployment as provided in this Agreement.

3. Authorization and Deployment of Resources

- a. This Agreement is not an authorization to deploy. EMAC and PNEMA deployment of the Jurisdiction's resources under this Agreement shall only be authorized as provided in a completed amendment to this Agreement in the form of "Attachment A" that has been mutually executed by the parties. The Jurisdiction shall not deploy any resources under this Agreement except in compliance with such authorization. No reimbursement will be provided for resources deployed that are inconsistent with such authorization.

- b. Jurisdiction resources authorized for deployment under this Agreement (the "authorized resources") are only those listed on mutually executed amendments in the form attached hereto as "Attachment A" that references this Agreement by number and includes the authorized charge code, EMAC or PNEMA mission number and disaster name, identification of the authorized resource (employee/equipment), description of the anticipated EMAC or PNEMA duties, maximum reimbursement, estimated duration of deployment, reporting location, point of contact at the destination, and completed verification of credentials.

4. Financial Management and Reimbursement

- a. The Military Department will reimburse the Jurisdiction for the expenses of authorized resources deployed under this Agreement up to the maximum amount provided for herein to the extent supported by proper documentation establishing the expenses were actually incurred pursuant to authorized deployment under the Agreement. No reimbursement will be provided for resources deployed inconsistent with the authorization contained in a completed amendment to this Agreement in the form attached hereto as "Attachment A" that has been mutually executed by the parties.
- b. The authorized resource expenses that may be reimbursed are only those contained in a completed amendment to this Agreement in the form attached hereto as "Attachment A" that has been mutually executed by the parties, and include employee salary, benefits, overtime, air and land travel expenses, lodging, per diem, and equipment use and operation costs. Unless this Agreement is amended by Attachment A to provide otherwise, lodging and per diem shall only be reimbursed in accordance with the United States General Services Administration (GSA) rates for the applicable deployment location existing at the time of deployment under this Agreement, which are located at <http://www.gsa.gov/portal/category/21287>.
- c. The maximum amount of reimbursement for Fire District and Fire Department authorized resources shall be based on the Washington State Fire Chiefs Rate Schedule in effect at the time of deployment, which is incorporated herein by reference. For all other Jurisdictions, the maximum amount of reimbursement for authorized employee expenses under this Agreement shall be the lesser of (1) the maximum amount identified in the mutually executed Attachment A to this Agreement and amendments thereto, or (2) the amount that the employee would have received in the absence of this Agreement. In no case will reimbursement for authorized resources of any Jurisdiction (including Fire Districts and Fire Departments) exceed the maximum estimated total resource cost identified in the mutually executed Attachment A or a subsequent mutually executed written amendment thereto in the same form.
- d. The Jurisdiction shall maintain books, records, documents, receipts and other evidence which sufficiently and properly support and reflect all costs and expenditures authorized by this Agreement. These records shall be subject to inspection, review or audit during normal business hours by authorized Department personnel or its designee(s), the Office of the State Auditor, and federal officials so authorized by law. Such books, records, documents, receipts and other material relevant to this Agreement shall be retained for six (6) years after expiration.
- e. The Jurisdiction will submit a final state invoice voucher identifying this Agreement and the appropriate charge code to the Military Department within 45 days after return by the deployed authorized resource and must include documentation and receipts supporting all claimed reimbursement. The Jurisdiction agrees to immediately comply with any request by EMD for additional supporting documentation or receipts.

5. Resource Management

- a. The Jurisdiction agrees that it will only deploy employees as authorized resources under this Agreement who are fully qualified and capable of performing the duties described in the completed and mutually executed Attachment A and under the conditions described therein. The Jurisdiction agrees that if any of its employees deployed as an authorized resource under this Agreement are determined by the EMAC or PNEMA requesting participant, in its sole discretion, to not meet this requirement, those employees may in the sole discretion of the EMAC or PNEMA requesting

participant be returned to the Jurisdiction from which they deployed at the sole cost and expense of the Jurisdiction, and the cost and expense of deploying and returning the employee(s) will not be reimbursed under this Agreement. Such qualifications and capabilities shall include, but not be limited to, the following:

- 1) Has completed training for ICS 100, 700 and 800
- 2) Has received training customary or required for the position for which they are being deployed
- 3) Currently possesses all certifications and licenses required in the state of Washington to perform the duties for which they are being deployed
- 4) Has previous experience operating in the position for which they are being deployed
- 5) Has the ability to fully and effectively perform all duties of the position for which they are being deployed

The Jurisdiction agrees to maintain documentation of its authorized employee's qualifications and capabilities and sign a completed Verification of Credentialing form as provided in Attachment A as part of any amendment authorizing resource deployment under this Agreement.

- b. The Jurisdiction agrees that if any of its employees deployed as an authorized resource under this Agreement exhibits behavior, conduct or other condition that, in the sole discretion of the EMAC or PNEMA requesting participant, interferes with the employee's ability to perform the duties for which they are deployed, the EMAC or PNEMA requesting participant may, in its sole discretion, return the employee to the Jurisdiction from which the employee deployed at the sole cost and expense of the Jurisdiction, and such cost and expense will not be reimbursed under this Agreement.
- c. The Jurisdiction agrees that it will only deploy equipment as an authorized resource under this Agreement that is in good working order and condition when deployed. If the EMAC or PNEMA requesting participant determines in its sole discretion that any such equipment is not in good working order or condition at the time of deployment, the EMAC or PNEMA requesting participant may, at its sole discretion, return such equipment to the Jurisdiction from which it was deployed at the sole cost and expense of the Jurisdiction, and the cost and expense of deploying and returning the equipment will not be reimbursed under this Agreement.
- d. The Jurisdiction agrees that its employees deployed under this Agreement will be required by the Jurisdiction to conduct themselves in a professional and ethical manner throughout the period of deployment, consistent with all laws, regulations and policies applicable to the Jurisdiction and its employees.
- e. Hold Harmless. To the extent allowed by law, each party shall defend, protect and hold harmless the other party from and against any claims, suits, and/or actions arising from any negligent act or omission of that party's employees, agents and or authorized representatives while performing under this Agreement.

6. Alterations And Amendments

This Agreement and any of its Attachments may only be altered or amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. All other terms and conditions of this Agreement shall remain in full force and effect and binding upon the parties.

7. Termination

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

8. All Writings Contained Herein

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

For the Department:

For the Jurisdiction:

BY: _____ Date
Regan Anne Hesse
Chief Financial Officer
Washington Military Department

BY: Wesley Long 9/24/2022 Date
Wesley Long
Fire Chief
West Klickitat Regional Fire Authority

BOILERPLATE APPROVED AS TO FORM:

Dierk Meierbachtol 9/15/2022
Assistant Attorney General

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME <i>West Kidglat Regional Fire Authority</i>		Doing business as (DBA)	
ADDRESS <i>P.O. Box 151 Husum, WA 98623</i>		Applicable Procurement or Solicitation #, if any:	Federal Employer Tax Identification #:
		WA Uniform Business Identifier (UBI) <i>605-552-176</i>	<i>99-3044408</i>
This certification is submitted as part of a request to contract.			

Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Bidder or Contractor Signature: *Wesley W. Lohr* Date: *9/24/2004*
 Print Name and Title: *Wesley W. Lohr Fire Chief*

INELIGIBILITY and VOLUNTARY EXCLUSION

(FREQUENTLY ASKED QUESTIONS)

What is "Debarment, Suspension, Ineligibility, and Voluntary Exclusion"?

These terms refer to the status of a person or company that cannot contract with or receive grants from a federal agency.

In order to be debarred, suspended, ineligible, or voluntarily excluded, you must have:

- had a contract or grant with a federal agency, and
- gone through some process where the federal agency notified or attempted to notify you that you could not contract with the federal agency.
- Generally, this process occurs where you, the contractor, are not qualified or are not adequately performing under a contract, or have violated a regulation or law pertaining to the contract.

Why am I required to sign this certification?

You are requesting a contract or grant with the Washington Military Department. Federal law (Executive Order 12549) requires Washington Military Department ensure that persons or companies that contract with Washington Military Department are not prohibited from having federal contracts.

What is Executive Order 12549?

Executive Order 12549 refers to Federal Executive Order Number 12549. The executive order was signed by the President and directed federal agencies to ensure that federal agencies, and any state or other agency receiving federal funds were not contracting or awarding grants to persons, organizations, or companies who have been excluded from participating in federal contracts or grants. Federal agencies have codified this requirement in their individual agency Code of Federal Regulations (CFRs).

What is the purpose of this certification?

The purpose of the certification is for you to tell Washington Military Department in writing that you have not been prohibited by federal agencies from entering into a federal contract.

What does the word "proposal" mean when referred to in this certification?

Proposal means a solicited or unsolicited bid, application, request, invitation to consider or similar communication from you to Washington Military Department.

What or who is a "lower tier participant"?

Lower tier participants means a person or organization that submits a proposal, enters into contracts with, or receives a grant from Washington Military Department, OR any subcontractor of a contract with Washington Military Department. If you hire subcontractors, you should require them to sign a certification and keep it with your subcontract.

What is a covered transaction when referred to in this certification?

Covered Transaction means a contract, oral or written agreement, grant, or any other arrangement where you contract with or receive money from Washington Military Department. Covered Transaction does not include mandatory entitlements and individual benefits.

Sample Debarment, Suspension, Ineligibility, Voluntary Exclusion Contract Provision

Debarment Certification. The Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency. If requested by Washington Military Department, the Contractor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Contract shall be incorporated into this Contract by reference.



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INSTRUCTIONS FOR COMPLETING THE VENDOR/PAYEE REGISTRATION FORM

The Registration Form should be used to perform the following:

- Register for a new Washington Statewide Vendor Number
- New legal name (ex: change of last name, change of company name)
- New taxpayer identification number

NOTES BEFORE YOU BEGIN:

- If writing instead of typing, please PRINT clearly in blue or black ink only.
- Forms will not be accepted if they have whiteout, have been crossed off, or have been written over.
- If you are a foreign entity, please submit an IRS form W-8. You can find this form at www.irs.gov. You must have a US Taxpayer Identification Number (TIN) to register with Washington State.

PART A - Contact Information:

- Mailing Address – Please indicate the address you wish to receive remittance and/or correspondence.
- Name – The person named here will be contacted to approve any future changes regarding payments and your registration
- Telephone Number – The telephone number of the authorized contact person
- Email Address – The Email address provided will be used as the primary contact method (you will be contacted via email with your Statewide Vendor Number)

PART B - Registration (W-9):

- All numbered sections except section 4 are **required**.
 - If you are a medical or legal/attorney entity and file with the IRS as a corporation or partnership, please indicate your entity type in box 4
- You **MUST** provide your Social Security Number (SSN) OR Employer Identification Number (EIN). **Do NOT provide both.**
- Please sign with a pen (a “wet signature”). **Stamped, Inserted or Electronic Signatures will NOT be accepted.**

Direct Deposit Banking:

- To set up direct deposit, complete and submit a Direct Deposit Authorization Form.

Changes and Adding Additional Locations:

- To make changes to an existing registration or to add/delete locations to an existing registration, please complete and submit a Change Form.

For questions about the form, please contact the Payee Registration Unit at (360) 407-8180 ext. 5

OR

Any other questions, please contact the agency you are expecting payment from.

Submitting the Vendor/Payee Registration (W-9):

- Please PRINT and SIGN the completed form
- SCAN to PDF format and Email to: PayeeForms@ofm.wa.gov OR
- FAX to: (360) 664-3363
OR
- MAIL to: Statewide Payee Registration, PO Box 41450, Olympia, WA 98504-1450

PLEASE
DO NOT
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PART A – Contact Details

Mailing Address: P.O. Box 151
City, State, Zip: Husum, WA 98623
Contact Name: Wesley W. Long Telephone: (509) 493-2996
Email: chief@kcf13.com

PART B – Vendor/Payee Registration

Substitute Form W-9

**Request for Taxpayer
Identification Number and Certification**

Rev. 2-2020

1. Legal Name (as shown on your income tax return)

West Klickitat Regional Fire Authority

2. Business Name, if different from Legal Name above - e.g. Doing Business As (DBA) Name

3. Check ONLY ONE box below

Corporation (Including S-Corp,
LLC S-Corp and LLC-Corp)

Partnership

Individual/Sole Proprietor
(Including LLC-Sole Proprietor)

Volunteer

Board/Committee Member

Non-Profit Organization

Tax Exempt Organization

Trust/Estate

Local Government

State Government

Federal Government
(Including Tribal)

4. For Corporation or Partnership ONLY, check one box below if applicable

Medical

Attorney/Legal

5. Legal Address (number, street, and apt. or suite no.) This should be the address on file with the IRS.

200 Husum St

6. City, State, and ZIP code

Husum, WA 98623

7. Tax Identification Number (TIN) PLEASE CHECK ONE

Enter your EIN OR SSN in the box to the right (do NOT enter both)

For individuals, this is your social security number (SSN)

For other entities, it is your employer identification number (EIN)

Taxpayer Identification Number

9	9	3	0	4	4	4	0	8
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8. Certification

Under penalty of perjury, I certify that

- I. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- II. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- III. I am a U.S. person, including a U.S. resident alien (defined in the W-9 instructions to be found at www.irs.gov), and
- IV. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. Please note this form does not include a FATCA exemption code field, and therefore item 4 does not apply.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Wesley W. Long
SIGNATURE of U.S. PERSON (No electronic, stamped or inserted signatures)

9/24/2024
Date


SIGNATURE AUTHORIZATION FORM

WASHINGTON STATE MILITARY DEPARTMENT
Camp Murray, Washington 98430-5122


Please read instructions on reverse side before completing this form.

NAME OF ORGANIZATION	DATE SUBMITTED
West Klickitat Regional Fire Authority	
PROJECT DESCRIPTION	CONTRACT NUMBER

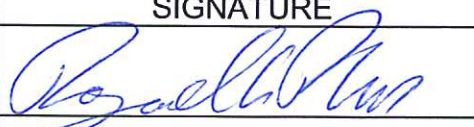
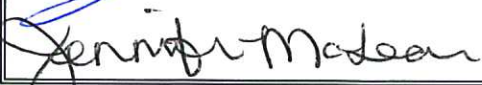
1. AUTHORIZING AUTHORITY

SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	Wesley W. Long	Fire Chief

2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS

SIGNATURE	PRINT OR TYPE NAME	TITLE
	Wesley W. Long	Fire Chief

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT

SIGNATURE	PRINT OR TYPE NAME	TITLE
	Rozalind Plumb	Administrative Manager
	Jennifer McLean	Administrative Assistant

INSTRUCTIONS FOR SIGNATURE AUTHORIZATION FORM

This form identifies the persons who have the authority to sign contracts, amendments, and requests for reimbursement. It is required for the management of your contract with the Military Department (MD). Please complete all sections. One copy with original signatures is to be sent to MD with the signed contract, and the other should be kept with your copy of the contract.

When a request for reimbursement is received, the signature is checked to verify that it matches the signature on file. **The payment can be delayed if the request is presented without the proper signature.** It is important that the signatures in MD's files are current. Changes in staffing or responsibilities will require a new signature authorization form.

1. **Authorizing Authority.** Generally, the person(s) signing in this box heads the governing body of the organization, such as the board chair or mayor. In some cases, the chief executive officer may have been delegated this authority.
2. **Authorized to Sign Contracts/Contract Amendments.** The person(s) with this authority should sign in this space. Usually, it is the county commissioner, mayor, executive director, city clerk, etc.
3. **Authorized to Sign Requests for Reimbursement.** Often the executive director, city clerk, treasurer, or administrative assistant have this authority. It is advisable to have more than one person authorized to sign reimbursement requests. **This will help prevent delays in processing a request if one person is temporarily unavailable.**

If you have any questions regarding this form or to request new forms, please call your MD Program Manager.



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INSTRUCTIONS FOR COMPLETING THE VENDOR/PAYEE DIRECT DEPOSIT AUTHORIZATION FORM

The Direct Deposit Authorization form should be used to perform one of the following:

- Set-Up Direct Deposit Payment
- Modify existing Direct Deposit arrangements
- Cancel Direct Deposit and re-instate payment through U.S. mail

Please Note: If writing instead of typing, please PRINT clearly in Dark Blue or Black Ink. Forms will not be accepted if they have whiteout, have been crossed off, or have been written over.

PART A Identification Details:

- You MUST provide your Statewide Vendor Number unless this form accompanies a new registration.
- If you do not know your Statewide Vendor Number use the link provided - <http://des.wa.gov/vendorlookup>
- You MUST provide your legal name as it appears with the IRS.
- You MUST provide your Social Security Number (SSN) OR Employer Identification Number (EIN). Do not provide both.

PART B Payment Option:

- Check the box indicating your preferred method of payment.

PART C Direct Deposit Information and Signature:

- If you checked Direct Deposit in Part B, fill out **all** fields in Part C.
- Please note that if the Account type is left blank we will default to checking account.
- Please note that if Payment type is left blank, we will default to corporate/business payment.
- Please sign with a pen (a "**wet signature**"). Stamped, inserted or electronic signatures will **not** be accepted.

Please Note: Forms must be signed in order for any changes to take effect.

***For questions about the form, please contact the Payee Registration Unit at (360) 407-8180 ext. 5
OR***

Any other questions, please contact the agency you are expecting payment from.

Submitting the Vendor/Payee EFT Form:

- Please PRINT and SIGN the completed form
- SCAN to PDF format and EMAIL to: PayeeForms@ofm.wa.gov OR
- FAX to: (360) 664-3363 OR
- MAIL to: Statewide Payee Registration, PO Box 41450, Olympia, WA 98504-1450

PLEASE
DO NOT
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VENDOR/PAYEE DIRECT DEPOSIT AUTHORIZATION FORM

Important Note: For changes to existing banking arrangements you will be contacted via the Email or Telephone Number or Physical Mailing Address on file to verify the change.
Changes will not take effect until they are successfully verified with the contact person on file.

PART A: Enter Identification Details - ALL FIELDS REQUIRED

Statewide Vendor Number:

S	W	V	0	3	2	4	3	4	3	-	0	0
---	---	---	---	---	---	---	---	---	---	---	---	---

Legal Name: _____

Taxpayer Identification Number:
(SSN or EIN)

9	9	3	0	4	4	4	0	8
---	---	---	---	---	---	---	---	---

PART B: Select Payment Option

- Direct Deposit to bank (recommended)
- Check in US mail (terminates any previous banking information on file)

PART C: For Direct Deposit, complete all fields below then print and sign

In addition to providing your banking information on this form, you may also attach a voided check.

Financial Institution Name – must be a US institution _____

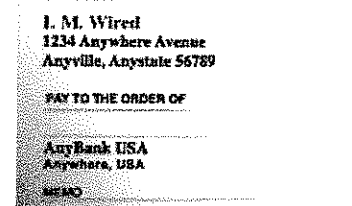
--	--	--	--	--	--	--	--	--	--	--	--	--

() - _____
Financial Institution Telephone Number

Routing Number – see example at right

Account Number – see example at right

- Account Type Checking Savings
- Payment Type PPD (Personal) CCD (Corporate/Business)



1044008804 | 760130629
Routing number (nine digits) Account Number (can vary in length)

Authorization for Direct Deposit

I hereby authorize and request the Office of Financial Management (OFM) and the Office of the State Treasurer (OST) to initiate credit entries for payee payments to the account indicated above, and the financial institution named above is authorized to credit such account. I agree to abide by the National Automated Clearing House Association (NACHA) rules with regard to these entries. Pursuant to the NACHA rules, OFM and OST may initiate a reversing entry to recall a duplicate or erroneous entry that they previously initiated. I understand that, if a reversal action is required, OFM will notify this office of the error and the reason for the reversal. This authority will continue until such time OFM and OST have had a reasonable opportunity to act upon written request to terminate or change the direct deposit service initiated herein.

Authorized Representative (Please Print)

Title

SIGNATURE of Authorized Representative
(No stamped or electronic signatures please)

Date



End-User Service Agreement

THIS END-USER AGREEMENT (“Agreement”) is made and entered into by and between Mergers Marketing Inc. d/b/a Background Screeners of America a California corporation with offices at 9333 Melvin Avenue Northridge, CA 91324 (“Company”) and _____ (“End-User”). This Agreement shall be effective on the date of last signature below (the “Effective Date”).

1. GENERAL

End-User is engaged in the business of _____. End-User represents that it is a legal entity in good standing with a legitimate permissible purpose for requesting the Services offered by Company.

In connection with the Services (as such term is defined at <https://backgroundscreenersofamerica.com/definition-of-services/>) provided pursuant to the terms of this Agreement, Company strives to deliver accurate and timely information products to assist End-User in making intelligent and informed decisions for a permissible purpose under applicable law. To this end, Company assembles information from a variety of sources, including databases maintained by consumer reporting agencies containing information from public records, other information repositories and third-party researchers. End-User understands that these information sources and resources are not maintained by Company. Therefore, Company cannot be a guarantor that the information provided from these sources is absolutely accurate or current. Nevertheless, Company has in place reasonable procedures designed to respond promptly to claims of incorrect or inaccurate information in accordance with applicable law.

2. END-USER’S CERTIFICATION OF FAIR CREDIT REPORTING ACT (FCRA) PERMISSIBLE PURPOSE(S)

End-User hereby certifies that all of its orders for information products from Company shall be made, and the resulting reports shall be used, for the following Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., permissible purposes only (please check all that apply):

<input type="checkbox"/>	Section 604(a)(3)(B). For employment purposes including contractors, volunteers or evaluating a consumer for employment, promotion, reassignment, retention as an employee, where the consumer has given prior written permission.
<input type="checkbox"/>	For Tenant Screening Purposes at the written direction of the consumer to whom the report relates.

End-User will certify the specific permissible purpose at the time the report is requested.

3. END-USER’S CERTIFICATION OF LEGAL COMPLIANCE

End-User certifies to Company that the information products it receives will not be used in violation of any applicable federal, state or local laws, including, but not limited to the Fair Credit Reporting Act and Title VII of the Civil Rights Act of 1964. End-User accepts full responsibility for complying with all such laws and for using the information products it receives from Company in a legally acceptable fashion. To that end, End-User agrees to comply with and provide all statutorily required notices in Section 615 of the Fair Credit Reporting Act or other state laws when using information products. End-User further accepts full responsibility for any and all consequences of use and/or dissemination of those products. End-User further agrees that each consumer report will only be used for a one-time use.

End-User agrees to have reasonable procedures for the fair and equitable use of background information and to secure the confidentiality of private information. End-User agrees to take precautionary measures to protect the security and dissemination of all consumer report or investigative consumer report information including, for example, restricting terminal access, utilizing passwords to restrict access to terminal devices, and securing access to, dissemination and destruction of electronic and hard copy reports. End User agrees to abide by Addendum A attached hereto which is incorporated into and is part of this Agreement.

As a condition of entering into this Agreement, End-User certifies that it has in place reasonable procedures designed to comply with all applicable local, state and federal laws. Company will only keep information it provides to End-User for the lesser of two (2) years or as required by applicable law. End-User certifies that it will retain information it receives from Company in accordance with applicable law and will make such information available to Company upon request. In addition, End-User agrees to abide by all Ban the Box laws

and certifies that it will not conduct a background check until after conditional offer of employment has been provided. End-Users seeking credit information certify to Company that they have provided all disclosures required by applicable federal, state or local laws, regulations and ordinances to the consumer in connection with such requests and must provide information and sign Addendum B before Company can provide credit information to End-User. Addendum B is incorporated into and is part of this Agreement, if applicable. End-User acknowledges, and agrees to notify its employees that End-User can access credit information only for the permissible purposes listed in the FCRA.

End-User understands that the credit bureaus require specific written approval from Company before the following persons, entities and/or businesses may obtain credit reports: private detectives, private detective agencies, private investigative companies, bail bondsmen, attorneys, law firms, credit counseling firms, security services, members of the media, resellers, financial counseling firms, credit repair clinics, pawn shops (except companies that do only Title pawn), check cashing companies (except companies that do only loans, no check cashing), genealogical or heir research firms, dating services, massage or tattoo services, businesses that operate out of an apartment, individuals seeking information for their own private use, adult entertainment services of any kind, companies that locate missing children, companies that handle third party repossession, companies seeking information in connection with time shares, subscriptions companies, individuals involved in spiritual counseling or persons or entities that are not an End-User or decision maker.

End-User represents that, if it orders credit reports, End-User will have a policy and procedures in place to investigate any discrepancy in a consumer's address when notified by the credit bureau that the consumer's address, as submitted by End-User, substantially varies from the address the credit bureau has on file for that consumer.

End-User hereby acknowledges that it has received a copy of the Summary of Rights (16 C.F.R. Part 601, Appendix A) and Notice of Users of Consumer Reports (16 C.F.R. Part 601, Appendix C).

End User hereby certifies that, under the Investigative Consumer Reporting Agencies Act ("ICRA"), California Civil Code Sections 1786 et seq., and the Consumer Credit Reporting Agencies Act ("CCRAA"), California Civil Code Sections 1785.1 et seq., if the End User is located in the State of California, and/or the End User's request for and/or use of Information Products pertains to a California resident or worker, End User will do the following:

(i) Request and use Information Products solely for permissible purpose(s) identified under California Civil Code Sections 1785.11 and 1786.12.

(ii) When, at any time, Information Products are sought for employment purposes other than suspicion of wrongdoing or misconduct by the consumer who is the subject of the investigation, provide a clear and conspicuous disclosure in writing to the consumer, which solely discloses: (1) that investigative Information Products may be obtained; (2) the permissible purpose of the investigative Information Products; (3) that information on the consumer's character, general reputation, personal characteristics and mode of living may be disclosed; and (4) the name, address, telephone number, and website of the Consumer Reporting Agency conducting the investigation; and (5) the nature and scope of the investigation requested, including a summary of the provisions of California Civil Code Section 1786.22.

(iii) When, at any time, Information Products are sought for employment purposes other than suspicion of wrongdoing or misconduct by the consumer who is the subject of the investigation, only request an Information Product if the applicable consumer has authorized in writing the procurement of the Information Product.

(iv) When Information Products are sought in connection with the hiring of a dwelling unit, notify the consumer in writing that an Information Product will be made regarding the consumer's character, general reputation, personal characteristics. The notification shall include the name and address of End User as well as a summary of the provisions of California Civil Code Section 1786.22, no later than three days after the date on which the Information Product was first requested.

(v) When Information Products are sought in connection with the underwriting of insurance, clearly and accurately disclose in writing at the time the application form, medical form, binder, or similar document is signed by the consumer that an Information Product regarding the consumer's character, general reputation, personal characteristics, and mode of living may be made, or, if no signed application form, medical form, binder, or similar document is involved in the underwriting transaction, the disclosure shall be made to the consumer in writing and mailed or otherwise delivered to the consumer not later than three days after the report was first requested. The disclosure shall include the name and address of End User, the nature and scope of the investigation requested, and a summary of the provisions of California Civil Code Section 1786.22.

(vi) Provide the consumer a means by which he/she may indicate on a written form, by means of a box to check, that the consumer wishes to receive a copy of any Information Products that are prepared.

(vii) If the consumer wishes to receive a copy of the Information Products, the End User shall send (or contract with another

entity to send) a copy of the Information Product to the consumer within three business days of the date that the Information Product is provided to End User. The copy of the Information Product shall contain the name, address, and telephone number of the person at End User who issued the report and how to contact him/her.

(viii) Under all applicable circumstances, comply with California Civil Code Sections 1785.20 and 1786.40 if the taking of adverse action is a consideration, which shall include, but may not be limited to, advising the consumer against whom an adverse action has been taken that the adverse action was based in whole or in part upon information contained in the Information Product, informing the consumer in writing of End User's name, address, and telephone number, and provide the consumer of a written notice of his/her rights under the ICRA and the CCRAA.

(ix) Comply with all other requirements under applicable California law, including, but, not limited to any statutes, regulations and rules governing the procurement, use and/or disclosure of any Information Products, including, but not limited to, the ICRA and CCRAA.

A. When Information Products are Used for Employment Purposes

If the information products End-User obtains from Company are to be used for an employment purpose, End-User certifies that prior to obtaining or causing a "consumer report" and/or "investigative consumer report" to be obtained, a clear and conspicuous disclosure, in a document consisting solely of the disclosure, has been made in writing to the consumer explaining that a consumer report and/or investigative consumer report may be obtained for employment purposes. Such disclosure satisfies all requirements identified in the FCRA, as well as any applicable state or local laws and the consumer has authorized, in writing, the obtaining of the report by End-User. End-User understands that Company will not initiate a report for Employment Purposes in the absence of a written authorization. End-User certifies that each time it orders a report, it is reaffirming the above certification.

Prior to taking adverse employment action based in whole or in part on the information products provided by Company, End-User will provide to the consumer: (1) a copy of the report, and (2) a description, in writing, of the rights of the consumer entitled: "A Summary of Your Rights Under the Fair Credit Reporting Act." After the appropriate waiting period, End-User will issue to the consumer notice of the adverse action taken, including the statutorily required notices identified in Section 615 of the Fair Credit Reporting Act.

Before taking adverse action based on a criminal record the EEOC Criminal History Guidance recommends that you perform an individualized assessment and or other considerations. To obtain a copy of the EEOC Criminal History Guidance please go to the following website: http://www.eeoc.gov/laws/guidance/arrest_conviction.cfm.

Please note, as it relates to criminal history information, Company only reports conviction records and does not report non-conviction information unless a case is pending with a next court date scheduled.

B. When Information Products are Used for the Permissible Purpose of Tenant Screening

End-User certifies that it will obtain written authorization from the consumer tenant or resident applicant prior to the procurement of the any consumer report or investigative consumer report by the End-User.

If the consumer's tenant application is denied, or other adverse action is taken based in whole or in part on the information products provided by Company End-User will provide to the consumer: a description, in writing, of the rights of the consumer entitled: "A Summary of Your Rights Under the Fair Credit Reporting Act", the right to obtain a copy of his/her consumer report and provide the tenant or resident applicant a reasonable opportunity of time to correct any erroneous information contained in the report. End-User certifies that any adverse action notice will comply with the FCRA including but not limited to satisfying all requirements under the FCRA if credit history is a disqualifying factor. If using a credit score, End-User certifies that it will comply with the Dodd-Frank Act and all applicable regulations relating to using a credit score.

C. Investigative Consumer Reports

In addition to the disclosure requirements identified above, if the consumer makes a written request within a reasonable amount of time, End-User will provide: (1) information about whether an investigative consumer report has been requested; (2) if an investigative consumer report has been requested, written disclosure of the nature and scope of the investigation requested; and (3) Company's contact information, including complete address and toll-free telephone number. This information will be provided to the consumer no later than five (5) days after the request for such disclosure was received from the consumer or such report was first requested, whichever is the latter.

D. International Criminal Record Searches

End-User understands that searches of international background screening will be conducted through the services of a third-party independent contractor. Because of differences in foreign laws, language, and the way foreign records are maintained and reported. Company cannot be either an insurer or guarantor of the accuracy of the information reported. End-User therefore releases Company and its affiliated companies, officers, agents, employees, and independent contractors from any liability whatsoever about erroneous information received as a result of an international background screening report.

E. National/Multi-State Database Searches

Company recommends that End-User screen its applicants or employees at the county court-house or online system, federal, and multi-state/nationwide database levels. End-User understands that if it chooses not to conduct searches at these levels, Company cannot be held responsible for any records that exist that are not included in the End-User's coverage requested. End-User further understands that the multi-state/nationwide database report will only be offered in conjunction with a county-level verification of any records found and that End-User will bear any additional costs associated with this verification.

4. ADDITIONAL REQUIREMENTS FOR MOTOR VEHICLE RECORDS (MVRs) AND DRIVING RECORDS

End-User hereby certifies that Motor Vehicle Records and/or Driving Records (MVRs) shall only be ordered in strict compliance with the Driver Privacy Protection Act ("DPPA", at 18 U.S.C. § 2721 et seq.) and any related state laws. End-User further certifies that no MVRs shall be ordered without first obtaining the written consent of the consumer to obtain "driving records," evidence of which shall be transmitted to Company in the form of the consumer's signed release authorization form. End-User also certifies that it will use this information only in the normal course of business to obtain lawful information relating to the holder of a commercial driver's license or to verify information provided by an applicant or employee. End-User shall not transmit any data contained in the resulting MVR via the public internet, electronic mail or any other unsecured means.

5. WARRANTS

During the course of completing background checks, Company may uncover active arrest warrants which are outstanding against the subject. In these cases, Company may be contacted by the law enforcement agency seeking the subject. End-User understands that Company will furnish to law enforcement any information contained within the subject's file to assist in the apprehension of the subject. Additionally, Company may contact End-User, and End-User agrees to release to Company, any information End-User may have which will further the apprehension of the wanted individual.

6. GENERAL PROVISIONS

End-User agrees not to resell, sub-license, deliver, display or otherwise distribute to any third party any of the information products addressed herein, except as required by law. End-User may not assign or transfer this Agreement without the prior written consent of Company. In addition, End-User shall immediately notify Company of any of the following events: change in ownership of End-User (over 50%), a merger, change in name or change in the nature of End-user's business. The parties understand that this Agreement is for the sole benefit of Company and End-User and no third party shall be deemed a third-party beneficiary of this Agreement. If any of the provisions of this Agreement become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be impacted. By agreement of the parties, California law shall guide the interpretation of this Agreement, if such interpretation is required. All litigation arising out of this Agreement shall be commenced in California, and the parties hereby consent to such jurisdiction and venue. Any written notice by either party shall be delivered personally by messenger, private mail courier service, or sent by registered or certified mail, return receipt requested, postage prepaid to the addresses listed below. This Agreement shall be construed as if it were jointly prepared. Both parties agree that this Agreement constitutes all conditions of service, present and future. Changes to these conditions may be made only by mutual written consent of an authorized representative of End-User and an officer of Company. The headings of each section shall have no effect upon the construction or interpretation of any part of this Agreement.

If End-User is permitted to request consumer reports for employment purposes via Company's website, then, in addition to all other obligations, End-User agrees to abide by such additional conditions that may be imposed to utilize the website, provide all required certifications electronically, to maintain complete and accurate files containing all required consent, authorization and disclosure forms with regard to each consumer for whom a report has been requested, and maintain strict security procedures and controls to assure that its personnel are not able to use End-User's Internet access to obtain reports for improper, illegal or unauthorized purposes. End-User agrees to obtain the consumer's electronic consent to receive any legal or other notices electronically. End-User agrees to allow Company to audit its records at any time, upon reasonable notice given. Breaches of this Agreement and/or violations of applicable law discovered by Company may result in immediate suspension and/or termination of the account, legal action and/or referral to federal or state regulatory agencies.

7. MONITORING PRODUCTS

It is the sole responsibility of End-User, and End-User represents and warrants that it maintains reasonable procedures, to promptly notify Company of any personnel changes that are relevant to ensuring accuracy of the checks performed in connection with the monitoring products, including but not limited to MVR, Criminal and Health Care Compliance. In addition, End-User shall comply with all applicable federal, state and local laws in connection with use of the monitoring products, including but not limited to any additional consent requirements under California law.

8. CONFIDENTIALITY

Neither party shall reveal, publish or otherwise disclose any Confidential Information to any third party without the prior written consent of the other party. "Confidential Information" means any and all Proprietary Intellectual Property (defined below) or secret data; sales or pricing information relating to either party, its operations, employees, products or services; and, all information relating to any customer, potential customer, Agent, and/or independent sales outlet. The Parties agree to keep this information confidential at all times during the term of this Agreement, and continuing for five years after receipt of any Confidential Information. Notwithstanding anything to the contrary herein, in no event shall Company be required to destroy, erase or return any consumer reports or applicant data related thereto in Company's files, all of which Company shall maintain as a consumer reporting agency in strict accordance with all applicable federal, state, and local laws.

In connection with Services, End-User may have access to Confidential Information relating to Company's intellectual property, including but not necessarily limited to trade secrets, service marks, trademarks, trade names, logos, symbols, brand names, software, technology, inventions, processes (that are subject to a patent or otherwise pending) collectively "Proprietary Intellectual Property." End-User acknowledges and agrees that Company is the sole exclusive owner of all right, title and interest in such Proprietary Intellectual Property and it shall not disclose to any third party the nature or details of any such Proprietary Intellectual Property. End-User further agrees that it has no right to publish, reproduce, prepare derivative works based upon, distribute, perform or otherwise display any of Company's Proprietary Intellectual Property.

9. INDEPENDENT CONTRACTOR

The parties agree that the relationship of the parties created by this Agreement is that of independent contractor and not that of employer/employee, principal/agent, partnership, joint venture or representative of the other. Except as authorized hereunder, neither party shall represent to third parties that it is the employer, employee, principal, agent, joint venture or partner with, or representative of the other party.

10. WARRANTIES, REMEDIES, AND LIMITATION OF LIABILITY

End-User understands that Company obtains the information reported in its information products from various third-party sources "AS IS", and therefore is providing the information to End-User "AS IS". Company makes no representation or warranty whatsoever, express or implied, including but not limited to, implied warranties of merchantability or fitness for particular purpose, or implied warranties arising from the course of dealing or a course of performance with respect to the accuracy, validity, or completeness of any information products and/or consumer reports, that the information products will meet End-User's needs, or will be provided on an uninterrupted basis; Company expressly disclaims any and all such representations and warranties.

COMPANY WILL NOT BE LIABLE TO END-USER FOR DAMAGES, AND END-USER HEREBY RELEASES COMPANY FROM ANY LIABILITY FOR DAMAGES ARISING UNDER ANY THEORY OF LEGAL LIABILITY TO THE FULLEST EXTENT THAT END-USER MAY LEGALLY AGREE TO RELEASE COMPANY FROM LIABILITY FOR SUCH DAMAGES. NONETHELESS, IN THE EVENT COMPANY IS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE LIABLE TO END-USER FOR ANY MATTER ARISING UNDER OR RELATING TO THIS AGREEMENT, WHETHER ARISING IN CONTRACT, EQUITY, TORT OR OTHERWISE (INCLUDING WITHOUT LIMITATION ANY CLAIM FOR NEGLIGENCE), THE AMOUNT OF DAMAGES RECOVERABLE AGAINST COMPANY FOR ALL SUCH MATTERS WILL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO COMPANY BY END-USER FOR THE SERVICE TO WHICH A GIVEN CLAIM RELATES PROVIDED PURSUANT TO THIS AGREEMENT AND RECOVERY OF THE AMOUNT IS END-USER'S SOLE AND EXCLUSIVE REMEDY HEREUNDER. IN THE EVENT COMPANY IS LIABLE TO END-USER FOR ANY MATTER RELATING TO THIS AGREEMENT, WHETHER ARISING IN CONTRACT, EQUITY OR TORT (INCLUDING WITHOUT LIMITATION ANY CLAIM FOR NEGLIGENCE), AND IN ADDITION TO ANY OTHER LIMITATION OF LIABILITY OR REMEDY SET FORTH IN THIS AGREEMENT, THE AMOUNT OF DAMAGES RECOVERABLE AGAINST COMPANY WILL NOT INCLUDE ANY AMOUNTS FOR INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST INCOME, OR LOST SAVINGS, OR FOR ANY AMOUNTS WITH RESPECT TO CLAIMS AGAINST COMPANY, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY FOR SUCH DAMAGES.

End-User shall indemnify, defend and hold harmless Company, its successors and assigns, officers, directors, employees, agents, vendors, credit bureaus and suppliers from and against any and all claims, suits, proceedings, actual damages, costs, expenses (including, without limitation, reasonable attorneys' fees and court costs) ("Losses") brought or suffered by any third party arising or resulting from, or otherwise in connection with information products provided by Company, the content, compliance, method of delivery or effectiveness of any notices, pre-adverse or adverse action letters, any breach by End-User of any of its representations, warranties, or agreements in this Agreement or its negligence or willful misconduct.

Company does not guarantee End-User's compliance with all applicable laws in its use of reported information, and does not provide legal or other compliance related services upon which End-User may rely in connection with its furnishing of reports. End-User understands that any documents, information, conversations or communication with Company's representatives regarding searches,

verifications or other services offered by Company are not to be considered a legal opinion regarding such use. End-User agrees that (1) it will consult with its own legal or other counsel regarding the use of background screening information, including but not limited to, the legality of using or relying on reported information and to review any forms as well as the content of prescribed notices, adverse or pre-adverse action letters and any attachments to this Agreement for compliance with all applicable laws and regulations and (2) the provision of such notices, pre-adverse or adverse action letters and the contents thereof is the sole responsibility of End-User not Company. End-User acknowledges and agrees that it has no obligation to use, and is solely responsible for independently vetting the contents of, any sample forms that Company has provided or may in the future provide to End-User in connection with this Agreement.

11. TERM AND TERMINATION

The term of this Agreement shall begin on the date it is executed by End-User and shall be in effect for one (1) year beginning on the first day of the assigned date below and renewed automatically for one (1) year each year on its anniversary date, if no written notice is received by either party within thirty (30) days prior to end of term.

Except as otherwise provided for herein, either party may cancel this Agreement by giving thirty (30) day written notice to the other party. Company may terminate or revise the provisions of this Agreement immediately upon written notice if End-User undergoes a change in ownership. Termination of this Agreement by either party does not release End-User from its obligation to pay for services rendered or other responsibilities and agreements made.

In addition to any and all other rights a party may have available according to law, if a party defaults by failing to perform any provision, term or condition of this Agreement the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have fifteen (15) days from the receipt of such notice to cure the default(s). Unless waived by party providing notice, the failure to cure the default(s) within such period shall result in the automatic termination of this Agreement.

12. FORCE MAJEURE

End-User agrees that Company is not responsible for any events or circumstances beyond its control (e.g., including but not limited to war, riots, embargoes, strikes and/or Acts of God) that prevent Company from meeting its obligations under this Agreement.

13. WAIVER

The failure of either party to insist in any one or more cases upon the strict performance of any term, covenant or condition of this Agreement will not be construed as a waiver or subsequent breach of the same or any other covenant, term or condition; nor shall any delay or omission by either party to seek a remedy for any breach of this Agreement be deemed a waiver by either party of its remedies or rights with respect to such a breach.

14. SEVERABILITY

If any provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable under any applicable law, such invalidity or unenforceability shall not affect any other provision of this Agreement that can be given effect without the invalid or unenforceable provision, or the application of such provision to other persons or circumstances, and, to this end, the provisions hereof are severable.

15. ENTIRE AGREEMENT & EXECUTION

This Agreement and all attachments and exhibits hereto, constitute the entire agreement of the parties and shall supersede any prior agreements governing the subject matter contained herein. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Both parties agree that an electronic signature on this agreement will be considered valid. A signature on a copy of this Agreement received by either party by facsimile is binding upon the other party as an original. The parties shall treat a photocopy of such facsimile as a duplicate original. The individuals signing below represent that they are duly authorized to do so.

SIGNATURE PAGE TO FOLLOW



SIGNATURE

I certify that I am authorized to execute this Agreement on behalf of the company listed below. Further, I certify on behalf of such company, that the above statements are true and correct and agree for the company to the terms and conditions set forth in the Agreement.

ON BEHALF OF END-USER		
COMPANY NAME:		
COMPANY ADDRESS:		
CITY:	STATE:	ZIP:
SIGNATURE:		DATE:
PRINT NAME:		TITLE:

BSA USE ONLY	
SIGNATURE:	DATE:
PRINT NAME:	TITLE:

Access Security Requirements

The parties acknowledge they must work together to protect the privacy of consumers. The following measures are designed to reduce unauthorized access of consumer reports. In accessing consumer information, End-User agrees to the following:

1. End-User will take reasonable procedures to protect its account number and password so that only key personnel employed by your company know this sensitive information, including not posting this information anywhere in the facility. End-User agrees to request an account password change immediately if a person who knows the password leaves its company or no longer needs to have access due to a change in duties.
2. End-User agrees that system access software, whether developed by your company or purchased from a third-party vendor, will have End-User's account number and password "hidden" or embedded and be known only by supervisory personnel. End-User will assign each user of its system access software a unique logon password. If such system access software is replaced by different access software and therefore no longer is in use or, alternatively, the hardware upon which such system access software resides is no longer being used or is being disposed of, or if the password has been compromised or believed to be compromised in any way, End-User will change its password immediately.
3. End-User agrees it will not discuss its account number or password by telephone with any unknown caller, even if the caller claims to be an employee of Company
4. End-User will restrict the ability to obtain consumer information to a few key personnel.
5. End-User agrees to place all terminal devices used to obtain consumer information in a secure location within its facility so that unauthorized persons cannot easily access them.
6. End-User agrees it will turn off and lock all devices or systems used to obtain consumer information.
7. End-User will secure hard copies and electronic files of consumer reports within its facility so that unauthorized persons cannot easily access them.
8. End-User agrees to shred and/or destroy all hard copy consumer reports when they are no longer needed and erase and overwrite or scramble electronic files containing consumer information when no longer needed and when applicable regulation(s) permit destruction.
9. End-User agrees to notify its employees that End-User can access credit information only for the permissible purposes listed in the Fair Credit Reporting Act.

Documents Required Before Requesting Credit Report Information

Before End-User will be allowed to access credit report information, Company requires that End-User provide one (1) of the following items listed below (if End-User is not publicly traded) and receive an onsite inspection to verify company information and physically review End-User's onsite location. Certain criteria must be met at the onsite inspection per requirements of the credit bureau. Cost for the onsite inspection will be the responsibility of the End-User and End-User will receive an invoice for any related costs and expenses from Background Screeners of America.

1. Business license status from a government web site (please include entire web page print out);
2. Business license, copy or documented verification;
3. Documented corporation verification with state or federal government;
4. Copy of Articles of Incorporation with proof of filing;
5. State and/or federal tax records originating from the state or federal government;
6. FDIC Certification; or
7. 501(c)(3) certificate for non-profit originations.

If End-User is a publicly traded company, the following items are acceptable methods for verifying that the End-User is a bona fide entity:

1. Documentation of ticker symbol information from trading website;
2. Certified copy of audited annual or quarterly statements submitted to the SEC.