

HOMework?

Agenda:

A. Strategic Plan: Review and Plan for Updates

B. Public Comment

Adjournment

Action may or may not be taken.

This information provided in accordance with RCW 42.30.080

STRATEGIC PLANNING

Review FD Strategic Plan Process

Review of EJFR's current Strategic Plan

2027 Strategic Plan Update



EJFR Strategic Plan

Proposal for adding a new strategic initiative to the existing strategic plans

ANY QUESTIONS?



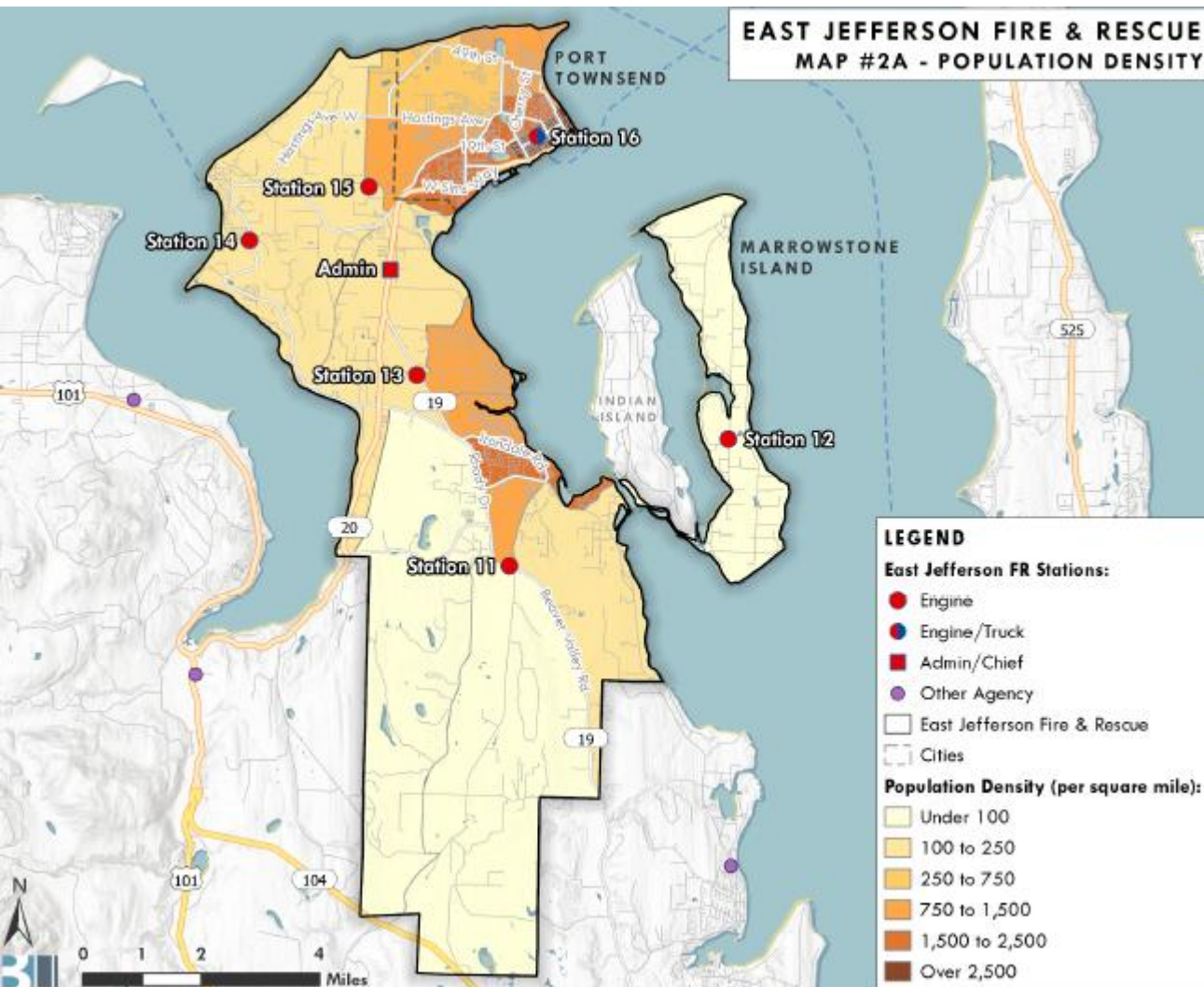
SP Workplan



SP Workplan

1. Reestablish SP Committee
2. Carry forward previously unfinished SP projects
3. Standards of Cover development
 - a. Community Risk Assessment
 - b. Data analysis - DARKHORSE & FIRST DUE
4. Incorporate input from internal stakeholders
 - a. Refresh Mission, Vision, Values
 - b. Assess and update Initiatives
5. Community engagement
 - a. Check in with previous partners
 - b. Conduct meetings in PL
6. Develop and adopt the 2027- 2032 SP
7. Implement the 2027- 2032 SP

RISK ASSESSMENT METHODOLOGY



1. Establish geographic risk **planning sub-zones**
2. Identify & quantify **values at risk** to be protected
3. Identify **hazards** likely to impact service area
4. Determine **probability** of a hazard occurrence
5. Determine **probable impact severity** of occurrence
6. Determine **overall risk** by hazard/planning zone

COMMUNITY RISK ASSESSMENT



DARKHORSE EMERGENCY

Risk assessment, safety planning, and emergency insights that protect communities.

DarkhorseEmergency.com

COMMUNITY RISK ASSESSMENT/STANDARDS OF COVER

SOC Element		Description	
1	Existing Deployment System	Overview of the community served, authority to provide services, and current deployment model and performance metrics	← STAFF
2	Community Outcome Expectations	Review of the community's expectations relative to response services provided by the agency	← STAFF & BERK
3	Community Risk Assessment	Description of the values to be protected within the service area, and assessment of the fire and non-fire hazards likely to impact the service area	← STAFF & DARKHORSE
4	Critical Task Analysis	Review of the essential tasks that must be performed and the personnel required to deliver a stated outcome for an Effective Response Force (ERF)	← STAFF
5	Distribution Analysis	Analysis of the spacing of initial response (first-due) resources (typically engines) to control routine emergencies to achieve desired outcomes	← STAFF & DARKHORSE
6	Concentration Analysis	Analysis of the spacing of fire stations to provide enough resources and personnel (ERF) for larger or more complex emergencies within sufficient time to achieve desired outcomes	← STAFF & DARKHORSE
7	Reliability and Historical Response Effectiveness Analysis	Using recent incident data, determination of the percentage of conformance to established response performance goals the existing deployment system delivers	← STAFF & DARKHORSE
8	Overall Evaluation	Proposing Standards of Coverage statements by hazard type as appropriate	← STAFF & BOC

Source: CFAI, *Standards of Cover*, (Fifth Edition)

STRATEGIC PLAN STEPS



Preparation Reestablish SP committee. Define the scope, gather data and develop a workplan.

Assessment Review current operations, risks, and performance. CRA, DarkHorse, ESO, First Due. Publish the Standards of Cover (SOC).

Development Create the plan with input from all members, community and stakeholders.

Implementation Adoption, aligning policies and procedures with the new strategy.

Review Regularly monitor progress and update the plan. Implementation tool, annual workplan, FOCUS 202X.

STRATEGIC PLAN STEPS

SUMMER 2026

Preparation Reestablish SP committee. Define the scope, gather data and develop a workplan.

~WINTER 2026-27

Assessment Review current operations, risks, and performance. CRA, DarkHorse, ESO, First Due. Publish the Standards of Cover (SOC).

~SPRING 2027

Development Create the plan with input from all members, community and stakeholders.

~SUMMER 2027

Implementation Adoption, aligning policies and procedures with the new strategy.

Review Regularly monitor progress and update the plan. Implementation tool, annual workplan, FOCUS 202X.

BOARD INPUT & DIRECTION?



Radio Frequency Safety Survey Report Predictive (RFSSRP)

Jurisdictional Report



Site Name: WAL00854 TEMP
FA#: 16916306
USID: 507432
Site ID: SIWA010886
Address: 725 HARRISON STREET, PORT
TOWNSEND, WA, 98368
County: JEFFERSON
Latitude: 48.11629
Longitude: -122.76448
Structure Type: SELF SUPPORT
Property Owner: NA
IWM Job#: WSWOR0057720
RFDS ID: 174198
Desktop Modeler: IXUS VERSION 4.18(0)

Report Information

Report Writer: Rahul Gurjar

Report Generated Date: 04-03-2026

Compliance Statement

AT&T Mobility Compliance Statement: Based on the information collected, AT&T Mobility will be compliant when the remediation recommended in [Section 2.0](#) or appropriate remediation determined by AT&T is implemented



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1.0 Introduction

MobileComm Professionals, Inc. has been contracted by AT&T Mobility LLC to produce a theoretical assessment of the potential radio frequency emissions at the proposed AT&T “SELF SUPPORT TOWER” site. FCC OET Bulletin 65 – Edition 97-01 recommends that theoretical calculations should be done to yield a worst-case scenario. This theoretical analysis will provide a worst-case assessment of potential emissions and will assume all transmitters are operating at highest capacity and power. This will provide AT&T with a guideline of how to proceed with mitigating the site to ensure the site will be compliant with FCC regulations at any instance.

For this MPE theoretical analysis, MobileComm considered the accessible areas of site to determine approximate field strength levels and to identify any areas with higher levels exceeding FCC MPE limits and then determined spatially averaged field levels in areas with highest fields.

MobileComm has utilized computer generated model(s) in this Site Compliance Report. The modeling software that MobileComm used to create this report is IXUS.

General Model Assumptions

In this Site Compliance Report, it is assumed that all antennas are operating at full power at all times. MobileComm has further assumed 75% duty cycle of maximum radiated power for all TDD & FDD carriers. Obstructions (trees, buildings etc.) that would normally attenuate the signal are not taken into account.

MobileComm obtained information used in this Site Compliance Report from AT&T (or approved vendors) which is considered reliable and believes them to be true and correct.

Due to the complexity of some wireless sites, MobileComm performed this analysis and created this report utilizing best industry practices and due diligence.

2.0 Compliance Measures

The compliance determination is based on theoretical modeling, RF signage placement recommendations and the level of restricted access to the antennas at the site. At the time of our analysis, AT&T will be compliant with the FCC rules and regulations, as described in OET Bulletin 65 upon implementation of below remediation(s).

Recommendations

AT&T Mobility Alpha Sector:

- No actions required.

AT&T Mobility Beta Sector:

- No actions required.

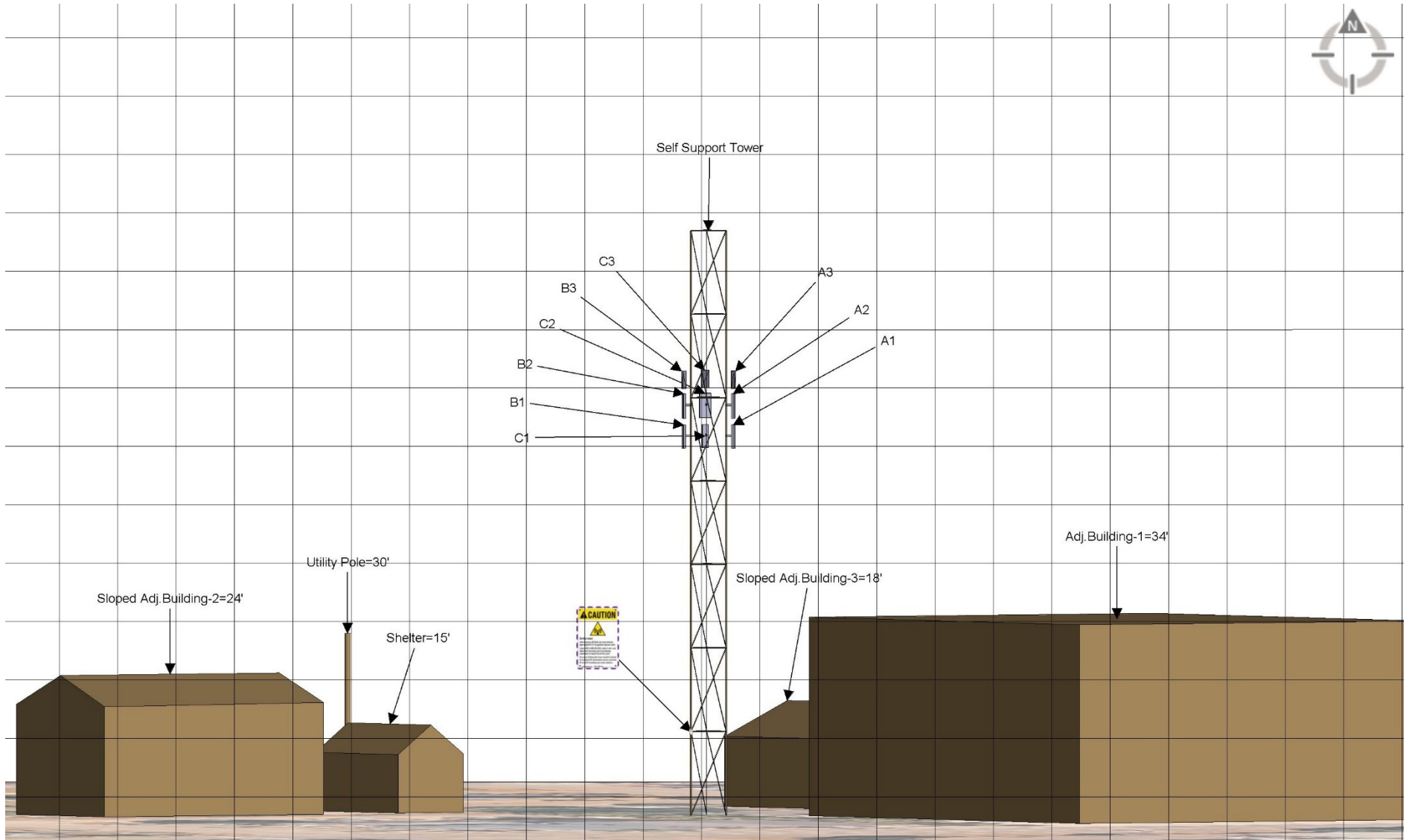
AT&T Mobility Gamma Sector:

- No actions required.

Self-Support Tower:

- One Caution 2B Sign to be posted on the Self-Support Tower at the climbing access, facing outwards so approaching people can see. (1 Total Sign)

3.0 Site Scale Map



Proposed	Proposed Signage												Grid Scale = 10 ft	
Barrier	Safety Instructions	Notice 2	Notice 2D Adjacent	Caution 2	Caution 2A	Caution 2B	Caution 2C	Caution 2D Adjacent	Caution 7"x7"	Warning 1B	Warning 2A	RF Exposure Map		Lock
Posts														

4.0 Summary

All calculations performed for this analysis yielded results that were within the allowable limits for exposure to RF Emissions. Based on theoretical modeling, and upon implementation of recommendations in [Section 2](#), there will be no modeled exposures on any accessible walking/working surface related to AT&T's equipment in the area that exceed the FCC's Occupational or General Population exposure limits at this site.

The anticipated maximum theoretical RF-EME at Ground level will be **6.83%** of the FCC's General Population. The anticipated maximum theoretical RF-EME on Adj. Building-1 (Fire Station) level will be **24.38%** of the FCC's General Population. This was determined through calculations along a radial from each sector taking full power values into account as well as actual vertical plane antenna gain values per the manufacturer-supplied specifications for gain. Based on worst-case theoretical modeling, there are no areas at ground level related to the proposed antennas that exceed the FCC's occupational or General Population exposure limits at this site.

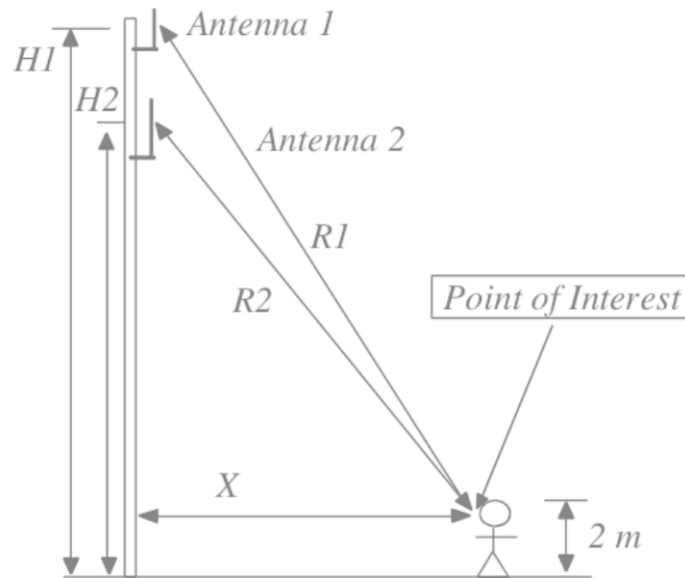
A site is considered out of compliance with FCC regulations if there are areas that exceed the FCC exposure limits and there are no RF hazard mitigation measures in place. Any carrier which has an installation that contributes more than 5% of the applicable MPE must participate in mitigating these RF hazards.

Modeling indicates that there will be no accessible areas on the walking/working surfaces in front of the AT&T antennas that may exceed the FCC standards for general population and/or occupational exposure after implementation of mitigation measures. To reduce the risk of exposure and/or injury, MobileComm recommends that access to the areas associated with the active antenna installation or mitigation measures to be restricted and secured wherever possible.

5.0 FCC Rules and Regulations and Guidelines from OET 65

When considering the contributions to field strength or power density from other RF sources, care should be taken to ensure that such variables as reflection and re-radiation are considered. In cases involving very complex sites predictions of RF fields may not be possible, and a measurement survey may be necessary. The process for determining compliance for other situations can be similarly accomplished using the techniques described in this section and in Supplement A to this bulletin that deals with radio and television broadcast operations. However, as mentioned above, at very complex sites measurements may be necessary.

In the simple example shown in the below diagram, it is desired to determine the power density at a given location X meters from the base of a tower on which are mounted two antennas. One antenna is a CMRS antenna with several channels, and the other is an FM broadcast antenna. The system parameters that must be known are the total ERP for each antenna and the operating frequencies (to determine which MPE limits apply). The heights above ground level for each antenna, $H1$ and $H2$, must be known in order to calculate the distances, $R1$ and $R2$, from the antennas to the point of interest.



This summarizes the policies, guidelines and requirements that were adopted by the FCC on August 1, 1996, amending Part 1 of Title 47 of the Code of Federal Regulations, and further amended by action of the Commission on August 25, 1997 (see 47 CFR Sections 1.1307(b), 1.1310, 2.1091 and 2.1093, as amended from FCC "OET Bulletin 65"). Commission actions granting construction permits, licenses to transmit or renewals thereof, equipment authorizations or modifications in existing facilities, require the preparation of an Environmental Assessment (EA), as described in 47 CFR Section 1.1311, if the particular facility, operation or transmitter would cause human exposure to levels of radiofrequency (RF) electromagnetic fields in excess of these limits. For exact language, see the relevant FCC rule sections.

The FCC-adopted limits for Maximum Permissible Exposure (MPE) are generally based on recommended exposure guidelines published by the National Council on Radiation Protection and Measurements (NCRP) in "Biological Effects and Exposure Criteria for Radiofrequency Electromagnetic Fields," NCRP Report No. 86, Sections 17.4.1, 17.4.1.1, 17.4.2 and 17.4.3. Copyright NCRP, 1986, Bethesda, Maryland 20814. In the frequency range from 100 MHz to 1500 MHz, exposure limits for field strength and power density are also generally based on the MPE limits found in Section 4.1 of, "IEEE Standard for Safety Levels with Respect to Human Exposure to Radio Frequency Electromagnetic Fields, 3 kHz to 300 GHz," ANSI/IEEE C95.1-1992, Copyright 1992 by the Institute of Electrical and Electronics Engineers, Inc., New York, New York 10017, and approved for use as an American National Standard by the American National Standards Institute (ANSI). The exposure guidelines are based on thresholds for known adverse effects and they incorporate a significant margin of safety. The federal health and safety agencies such as: the Environmental Protection Agency ("EPA"), the Food and Drug Administration ("FDA"), the National Institute on Occupational Safety and Health ("NIOSH") and the Occupational Safety and Health Administration ("OSHA") have also been actively involved in monitoring and investigating issues related to RF exposure.

FCC regulations define two separate tiers of exposure limits: Occupational or "Controlled environment" and General Population or "Uncontrolled environment". The General Population limits are generally five times more conservative or restrictive than the Occupational limit. These limits apply to accessible areas where workers or the General Population may be exposed to Radio Frequency (RF) electromagnetic fields.

Occupational or Controlled limits apply in situations in which persons are exposed as a consequence of their employment and where those persons exposed have been made fully aware of the potential for exposure and can exercise control over their exposure.

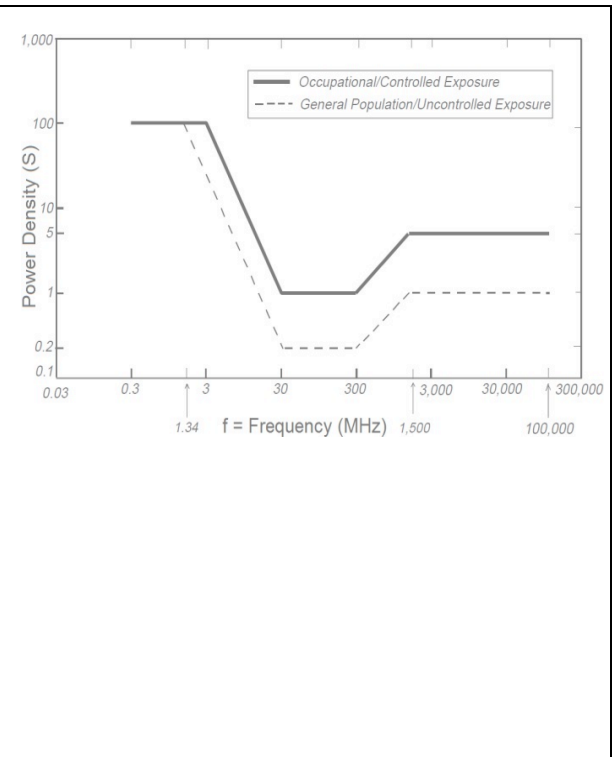
An area is considered a Controlled environment when access is limited to these aware personnel. Typical criteria are restricted access (i.e. locked or alarmed doors, barriers, etc.) to the areas where antennas are located coupled with proper RF warning signage. A site with Controlled environments is evaluated with Occupational limits.

All other areas are considered Uncontrolled environments. If a site has no access controls or no RF warning signage it is evaluated with General Population limits.

The formulas used in IXUS for calculating Power density is based on FCC "OET Bulletin 65", Section 2: PREDICTION METHODS, August 1997, Edition 97-01. Power density is converted to Maximum Permissible Exposure Limits (MPE Limits) based on Limits of General population/Uncontrolled Exposure and Limits of Occupational/Controlled Exposure presented in the following table generated from Appendix A of "OET Bulletin 65".

Limits for Occupational/Controlled Exposure		
Frequency Range (MHz)	Power Density (S) (mW/cm ²)	Averaging Time E ² , H ² , or S (minutes)
300-1500	f/300	6
1500-100,000	5	6

Limits for General Population/Uncontrolled Exposure		
Frequency Range (MHz)	Power Density (S) (mW/cm ²)	Averaging Time E ² , H ² , or S (minutes)
300-1500	f/1500	30
1500-100,000	1	30



6.0 Safety Recommendations

Occupational Safety and Health Administration (OSHA) Requirements

OSHA requires that those in the Occupational classification must complete training in RF Safety, RF Awareness, and Utilization of Personal Protective Equipment. OSHA also provides options for Hazard Prevention and Control:

Hazard Prevention	Control
<ul style="list-style-type: none"> Utilization of good equipment Enact control of hazard areas Limit exposures Employ medical surveillance and accident response 	<ul style="list-style-type: none"> Employ Lockout/Tag out Utilize personal alarms & protective clothing Prevent access to hazardous locations Develop or operate an administrative control program

RF Signage and Barriers

All RF signs should be obeyed by at all times.

Post the appropriate NOTICE, CAUTION & WARNING sign at the main site access point(s) and other locations as required. The signs below are examples of signs meeting FCC guidelines



If there are workers in an area with a sign that they do not understand, they can call the NOC Number at 800-638-2822 for guidance.

All persons (arborist, landscapers, construction/utility workers, etc.) that are accessing adjacent elevated surfaces that exceed the General Public (GP) limits MPE must be made aware of these potential exceedances and their fields, where applicable.

7.0 FCC Limits

Occupational limits

Apply in situations in which persons are exposed as a consequence of their employment provided those persons are fully aware of the potential for exposure and can exercise control over their exposure. Limits for occupational/controlled exposure also apply in situations when an individual is transient through a location where occupational/controlled limits apply provided he or she is made aware of the potential for exposure.

General population limits

Apply in situations in which the General Population may be exposed, or in which persons that are exposed as a consequence of their employment may not be fully aware of the potential for exposure or cannot exercise control over their exposure.

Controlled Environment

Applies to environments that are restricted or “controlled” in order to prevent access from members of the General Population classification.

Uncontrolled Environment

Applies to environments that are unrestricted or “uncontrolled” that allow access from members of the General Population classification.

Contribution to Co-Located areas

Any wireless operator that contributes 5% or greater of the MPE limit in an area that is identified to be greater than 100% of the MPE limit is responsible for taking corrective actions to bring the site into compliance.

Generic Values

The use of “Unknown” for an operator means the information with regard to the carrier, their FCC license and / or antenna information was not available. Generic values are used as estimation for Effective Radiated Power (ERP) and antenna characteristics for unknown antennas.



8.0 Certification

This report has been prepared by or under the direction of the following Registered Professional Engineer:

I, _____ P.E. State: _____ on date: _____ hereby certify that:

I am registered as a Professional Engineer with License number: _____ and that I am thoroughly familiar with the Regulations of the Federal Communications Commission (FCC), both in general and specifically as they apply to FCC guidelines for human exposure to Radio-frequency electromagnetic radiation and that EME theoretical analysis for site identified as 16916306 located at 725 HARRISON STREET, PORT TOWNSEND, WA, 98368 has been performed on 04-03-2026 in order to determine where there might be electromagnetic energy that is in excess of both the Controlled Environment and Uncontrolled Environment levels; and that I have thoroughly reviewed this Site Compliance Report and believe it to be true and accurate to the best of my knowledge.



Advertising Summary

East Jefferson Fire Rescue, WA

Deputy Fire Chief Search

April 2026

Online Job Boards

CA	California Fire Chiefs Association (CalChiefs)
U.S.	Government Jobs
WA	Association of Washington Cities (AWC)
OR	Oregon Fire Chiefs Association
U.S.	International Association of Fire Chiefs (IAFC)
WA	Washington Fire Chiefs (WFC)
Western U.S.	Western Fire Chiefs Association (WFCA)
WA	Washington Fire Commissioner Association (WFCA)
U.S.	Daily Dispatch

Hard Copy Invitations to Apply

No mailers were sent for this search per the client.

E-mail Invitations to Apply

9,093 E-mails were sent to Fire professionals

Candidate Recap

13 Candidates applied from the following states: AZ, CO, WA



EAST JEFFERSON FIRE RESCUE

Standard Operating Guidelines (SOG)

Number: 2004a

Drug Free Workplace

SECTION 1.0 RESPONSIBILITIES

- 1.1 Any employee who observes or has knowledge of another employee in a condition which may impair the employee's ability to perform his/her job duties has the responsibility of promptly reporting the information to the employee's immediate supervisor on a confidential basis.
- 1.2 Any employee who is taking a drug or medication, whether or not prescribed by their healthcare provider, which will adversely affect that employee's ability to perform work in a safe or productive manner, shall not report to duty.
- 1.3 Supervisors are not responsible for diagnosis, providing therapy, or being law enforcement officers. They are expected to immediately notify the Chief or Battalion Chief whenever an employee's "fitness for duty" is in question.
- 1.4 The District is responsible for compliance with the Federal Drug-Free Workplace Act. *See, e.g.,* 41 U.S.C. 8103. This responsibility includes, among other things, an obligation on behalf of the District to maintain a drug-free workplace - along with a written policy to effectuate a workplace free of substance abuse.
- 1.5 Members shall be provided a copy of this Policy and SOG upon hire and/or volunteer onboarding and sign confirmation of receipt.

SECTION 2.0 STANDARD

- 2.1 Supervisors who become aware of a fitness for duty concern shall interview the employee to determine if a fitness for duty evaluation is appropriate. Employee interviews must be conducted in person, privately, and maintained as confidential. This does not apply to union representation when requested in accordance with Weingarten Rights.
- 2.2 A supervisor who believes that an employee may not be fit for duty shall notify the Fire Chief (or designee, such as Deputy Chief, Battalion Chief, etc.) and conduct a fit for duty evaluation.
- 2.3 The Fire Chief or designee shall evaluate the employee based on "reasonable suspicion". Reasonable suspicion, for the purpose of this guideline, is a reasonable suspicion to believe an employee's work performance is impaired due to drug and/or alcohol use based on objective facts sufficient to lead a reasonable person to suspect that an employee is under the influence of drugs or alcohol where the employee's ability to perform the functions of the job is impaired or that the employee's ability to perform their job safely is reduced. For example, any of the following, alone or in combination, may constitute reasonable suspicion: (a) slurred speech; (b) irregular or unusual speech patterns; (c) impaired judgment; (d) alcohol or substance odor on breath or body; (e) uncoordinated walking or movement; (f) unusual or irregular behavior such as inattentiveness, listlessness, hyperactivity, hostility, or aggressiveness; (g) possession of alcohol or drugs; and/or (h) involvement in a motor vehicle collision while operating a District owned vehicle (or a personal vehicle being used for District-related business while on duty) which results in a serious injury, a medical transport, and/or significant property damage. The foregoing list is for illustrative purposes only and shall not be

considered exclusive. [Training for members designated to determine reasonable suspicion shall be provided.](#)

- 2.4 If it is suspected that the employee may not be fit for duty and requires drug and alcohol screening, the Fire Chief or designee will immediately:
 - a. Place the employee on paid administrative leave pending test results.
 - b. Provide the employee with a current copy of the District's Drug Free Workplace Policy, Consent and Release Form for Drug/Alcohol Testing and SOG.
 - c. Proceed with a clinical evaluation as described in section 2.5.

- 2.5 When the Fire Chief or designee becomes aware that the employee has been relieved of duty due to reasonable suspicion they shall:
 - a. Suspend the employee from duty until a clinical examination has been completed and the results evaluated. Refer to section 6.0 for clinical evaluation details.
 - b. Escort the employee for clinical evaluation including blood alcohol profile and/or a drug screen as indicated. Do not leave the employee unattended while waiting for evaluation.
 - c. The District shall ensure the employee has transportation home (contact family or friend, taxi, personal escort, etc.). Every effort will be made to prevent the employee from driving while under suspicion of intoxication. If the employee attempts to drive, law enforcement shall be notified immediately, and the incident shall be documented.
 - d. Law enforcement officials shall be notified if criminal activity occurred or is suspected, turning over confiscated illegal substances or evidence in accordance with local, state, and federal law.

- 2.6 If, after investigation, it is determined that the employee was under the influence of alcohol or drugs, disciplinary action up to and including termination will result.

- 2.7 Employees who operate District vehicles shall be subject to disciplinary action, up to and including termination of employment, for a conviction of driving while under the influence of alcohol or drugs while operating those vehicles.

- 2.8 Any employee, who misappropriates, diverts or misuses patient drugs will be subject to immediate suspension, investigation, termination and appropriate legal action by the Fire District.

- 2.9 Licensed or certified employees who are disciplined for impairment will be reported to appropriate licensing agencies.

- 2.10 If any part of this Policy or SOG is determined to be void or unenforceable under state or federal law, the remainder of the policy, to the extent possible, will remain in full force and effect.

- 2.11 Nothing in this SOG is intended, or shall be construed as, altering the District's right to discipline or discharge employees for violation of District policy, either related or unrelated to drug and/or alcohol use.

SECTION 3.0 EMPLOYEE TESTING

- 3.1 Applicants for public safety response related positions with the District are subject to initial, pre-employment drug and alcohol testing after receiving a conditional offer of employment pursuant to separate District procedures.

- 3.2 Drug and alcohol screening shall be in accordance with Appendix A of this SOG.

SECTION 4.0 EMPLOYEE REHABILITATION (WITHOUT POLICY/GUIDELINE VIOLATIONS)

- 4.1** The District recognizes that some employees may have drug or alcohol dependencies or addictions. Such employees are urged to seek assistance in ridding themselves of such dependency, and the District will support and accommodate employees who seek assistance.
- 4.2** Any employee who qualifies for and who willingly seeks rehabilitation, prior to any documented violations of EJFR policy and guidelines, shall not be disciplined solely for drug or alcohol dependency. An employee may also voluntarily enter a rehabilitation program without a requirement of prior testing. Members who enter such program on their own prior to any policy/SOG violations, work performance issues or related criminal activity shall not be subject by the District to random re-testing.
- Employees who require time off in order to attend rehabilitation program will be:
- a. Afforded a reasonable leave of absence and
 - b. Permitted to use any accrued leave (if any) during such absence.
- 4.3** Plans for use of a leave of absence, vacation or compensatory time outside of SOG 2000g, for the purpose of rehabilitation, must be pre-approved by the District.
- 4.4** Rehabilitation services for employees electing to use non-approved rehabilitation programs, will be at the employee's expense. The employee will be solely responsible for any costs and expenses, not already covered by medical benefits/insurance, relating to the rehabilitation and treatment program.
- 4.5** Neither chemical dependence nor the treatment thereof, shall:
- a. Excuse the employee from their obligation to remain free of drugs or alcohol while on duty,
or
 - b. Excuse an employee from complying with all District policies and procedures.
- 4.6** Insofar as practicable, EJFR will make every effort to keep information confidential, except for communications to those persons who have a legitimate need to know.
- 4.7** It is the employee's responsibility to report for duty and to be able to perform his/her job safely and effectively, unimpaired by drugs, alcohol, or any other intoxicating substance. Prior to returning to work employee shall:

Be medically cleared for duty as stipulated in SOG 2000i and complete the return-to-work assessment as needed.

SECTION 5.0 EMPLOYEE REHABILITATION (WITH POLICY/GUIDELINE VIOLATIONS)

- 5.1** The District recognizes that some employees may have drug or alcohol dependencies or addictions. Such employees are urged to seek assistance in ridding themselves of such dependency, and the District will cooperate with employees who seek assistance.
- 5.2** Any employee who qualifies for and who requests an opportunity for rehabilitation post documented violations of policy and/or guideline, may be disciplined and/or required to complete a drug and alcohol dependency rehabilitation program.

Employees who require time off in order to attend rehabilitation program will be:

- a. Afforded a reasonable leave of absence and
- b. Permitted to use any accrued leave (if any) during such absence.

- c. Employees who tests positive for a substance listed in this Policy/SOG may be medically evaluated, counseled and afforded the opportunity to undergo appropriate treatment as recommended by a Substance Abuse Professional (“SAP”) or counselor. In that event, the Medical Review Physician(MRP) is authorized to communicate the specific results and information from the testing process to the SAP or counselor overseeing the employee’s treatment program and the employee shall sign a consent/waiver to effectuate this communication if required. Employees who complete a rehabilitation program will be re-tested randomly, without prior notice, for the following 24 months following completion of a rehabilitation program. If an employee tests positive during this 24-month period, he/she shall be subject to disciplinary action by the Employer, up to and including termination. Once treatment and follow-up care are completed and 24 months have passed with no further violations of this article, the employee’s personnel and medical files shall be purged of any reference to their drug, or alcohol program.
- 5.3** Plans for use of leave for the purpose of rehabilitation must be pre-approved by the District. Any rehabilitation program paid for by the District must be pre-approved by the District.
- 5.4** Rehabilitation services for employees electing to use non-approved rehabilitation programs, will be at the employee’s expense. The employee will be solely responsible for any costs and expenses, not already covered by medical benefits/insurance, relating to the rehabilitation and treatment program.
- 5.5** Neither chemical dependence nor the treatment thereof, shall:
- c. Excuse the employee from their obligation to remain free of drugs or alcohol while on duty, and
 - d. Excuse an employee from complying with all District policies and procedures.
- 5.6** Insofar as practicable, EJFR will make every effort to keep information confidential, except for communications to those people who have a legitimate need to know.
- 5.7** Upon satisfactory completion of an approved program, the employee will be permitted to return to work pursuant to a “return to work agreement” with conditions established by the District and the recovery program. Employees shall:
- a. Maintain regular contact with the District’s MRP and comply with all requirements of the rehabilitation program established by the MRP for the employee’s successful return to work.
 - b. The MRP, in turn, will coordinate with the employee’s SAP as necessary to assist the employee. The MRP will establish a protocol for the employee to follow throughout his/her rehabilitation program. The protocol will be individualized for the respective employee and his/her specific needs. That said, the protocol established by the MRP will generally include (without limitation) the following elements: (i) regular meetings with the employee; (ii) coordination and review of random testing; (iii) a review of any reasonable accommodations which could assist the employee in a successful return to work (which may change over time based on the employee’s needs; and (iv) any other elements determined appropriate in the MRP’s professional discretion.
 - c. The MRP shall also be responsible for reporting to the Fire Chief (or designee) as to the employee’s progress and compliance with the rehabilitation requirements.
- 5.8** Employees who refuse to participate in a recommended rehabilitation program, or who fail to complete a recommended rehabilitation program successfully, shall be subject to disciplinary action, up to and including termination of employment.

- 5.9 The District will make reasonable accommodations in work schedules where an approved counselor recommends outpatient therapy and/or when an employee is required to follow an after-care program.
- 5.10 Disciplinary actions will specifically consider whether an employee refused the opportunity for rehabilitation, fails to complete a rehabilitation program successfully, or again tests positive for drugs within 24-months of completing an appropriate rehabilitation program.
- 5.11 24-months after entry into rehabilitation program, the employee's medical file will be purged of reference to their chemical dependency or participation in drug or alcohol rehabilitation programs. In this event, the subject documents removed from an employee's file will be maintained by the Employer in a separate file for the length of time required by Washington's records retention laws.

SECTION 6.0 RIGHTS/RESPONSIBILITIES

- 6.1 The Employer reserves the right to require a drug/alcohol test of public safety applicants seeking employment by the District.
- 6.2 The Employer shall pay for all costs involving drug and alcohol testing as well as the expenses incurred for the services of the Medical Review Physicians ("MRP").
- 6.3 In accordance with the federal Drug-Free Workplace Act, employees shall notify the District of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after the conviction. See 41 U.S.C. 8103(a)(1)(D)(ii). For purposes of this policy: (i) a "criminal drug statute" means a criminal law relating to the manufacture, distribution, dispensation, use, or possession of any controlled substance; and (ii) "conviction" means a finding of guilt (including a plea of nolo contendere), an imposition of sentence, or both, by a judicial body charged with the responsibility to determine violations of Federal or State criminal drug statutes.
- 6.4 Employees have the right to seek consultation with Union or legal counsel representatives prior to submission of blood or alcohol samples. Employees have the right for Union and/or legal representation to be present during the submission of the sample.
- 6.5 This SOG and related Policy is in no way intended to supersede or waive any constitutional or other rights that the employee may be entitled to, or legal obligations that the employer may have under Federal, State or local statutes.

SECTION 7.0 CLINICAL EVALUATIONS/SAMPLE COLLECTION

- 7.1 The collection and testing of samples shall be performed by a laboratory and health care professional qualified and authorized to administer and determine the meaning of test results. The laboratory chosen shall be agreed upon by the Union and the Fire District.
- 7.2 As applicable, samples will be submitted as per the National Institute on Drug Abuse ("NIDA") or Substance Abuse and Mental Health Services Administration ("SAMSHA") standards (or equivalent standards) following guidelines providing the highest degree of security for the sample and freedom from adulteration. Recognized chain of custody procedures shall be followed for all samples in accordance with relevant NIDA or SAMSHA standards. The employee shall not consume any food or liquids until after the sample is taken.
- 7.3 The collection and testing of samples shall be performed only by a laboratory and by a physician or healthcare professional qualified and authorized to administer and determine the meaning of any test results. The laboratory shall provide the results of employee tests to the District's designated

official and to the tested employee. The District and the Union agree that Jefferson Healthcare will be the preferred testing laboratory. **to utilize mobile collection and testing services, such as:**
Minert & Associates Drug Testing (208) 884-4100 ext.1050 garett@minert-associates.com
NW Mobile Testing (360)461-2932 alissad1981@nwmobiledrugandalcoholtesting.com

- 7.4** The MRP will be chosen and agreed upon between the Union and the District and must be a licensed physician with a knowledge of substance abuse disorders. The MRP will be familiar with the characteristics of tests (sensitivity, specificity, and predictive value), the laboratories conducting the tests and the medical conditions and work exposures of the employees. The role of this physician will be to review and interpret positive test results and examine alternate medical explanations for any positive test results. This review is conducted through a medical interview with the employee, review of the employee's medical history and review of any other relevant biomedical factors, including any medical records made available by the employee with the positive test may have resulted from a prescribed drug. Employees involved in this step of the process shall make themselves (either in-person or by video conference) available to the MRP, as well as any records requested by the MRP, within 48 hours after said request.
- 7.5** The laboratory shall test for only the substances and within the limits as follows for the initial and confirmatory test in accordance with relevant NIDA or SAMSHA standards. The initial test shall use an immunoassay test procedure, which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these drugs or classes of drugs:

INITIAL TESTING

- Marijuana metabolites 100 ng/ml
- Cocaine metabolites - 300 ng/ml
- Opiate metabolites* – 300 ng/ml
- Phencyclidine – 25 ng/ml
- Amphetamines – 1,000 ng/ml
- *If immunoassay is specific for free morphine, the initial test level is 25 ng/ml.

Only specimens identified as positive on the initial test shall be confirmed using gas chromatography / mass spectrometry (GC/MS) at the following listed cutoff values.

CONFIRMATORY TESTING

- Marijuana metabolites¹ - 15 ng/ml
- Cocaine metabolites² - 150 ng/ml
- Opiate metabolites
- Morphine – 300 ng/ml
- Codeine – 300 ng/ml
- Phencyclidine – 25 ng/ml

Amphetamines

- Amphetamine – 500 ng/ml
- Methamphetamine – 500 ng/ml

⁽¹⁾Delta -9- Tetrahydrocannabinol -9-carboxylic acid

⁽²⁾Benzoylcegonine

If test results are negative, testing shall be discontinued. Records of the testing will be retained in the employee's medical file for one year following the date the negative results are posted or test cancelled per the Washington State Record Retention timelines (Reference Disposition Authority Number GS50-

04B- 33 Rev. 1). After one year all samples shall be destroyed, and records of the testing expunged from the employee's files.

7.6 The laboratory will advise only the employee and the MRP of positive results. The results of positive drug or alcohol tests can only be released to the Employer by the Medical Review Physician once the review and analysis of the results has been completed by the MRP.

7.7 The laboratory and/or the MRP are also authorized to release specific test results to the Employer and the Union in cases of a grievance and/or legal challenge pursuant to the employee's signed consent located at the end of this SOG.

7.8 Unless otherwise required by law, the Employer will keep the results confidential. Provided, however, the Employer may use the results in disciplinary, administrative, reasonable accommodation, and/or other legal process relating to the employee. Drug test results gathered under this article will not be used to initiate a criminal investigation or prosecution. Information regarding drug tests may only be released if ordered by a court with jurisdiction in the state of Washington. If so ordered, the employee will be notified of the request at least 14 days prior to the release of the information to the court. The notification to the employee will state, with specificity, exactly what information the employer plans on releasing to the court.

Related Appendixes & Forms: *Drug Free Workplace signature for personnel training file*. The Policy/SOG may be distributed, reviewed and signed electronically via EJFR training platforms.

SECTION 8. ALCOHOL TESTING

A Breathalyzer or similar equipment shall be used to screen for alcohol use and, if positive, shall be confirmed by a blood alcohol test performed by a qualified laboratory. This screening test shall be performed by an individual properly qualified to perform the test utilizing appropriate equipment. An initial positive alcohol test shall be 0.02 grams per 210 L. of breath. That is, if both breaths register at 0.02 or above, that constitutes a positive test. If only one breath is at 0.02 or above and the other is below 0.02, the test is negative. If initial testing results are negative, testing shall be discontinued, and all samples destroyed, and records of the testing expunged from the employee's files unless otherwise prohibited by law or authority. If initial testing results are positive, the test shall be confirmed using a blood test. Sample handling procedures, as described above in this Policy, shall apply. A positive blood alcohol level shall be 0.02 grams per 100 ml of blood.

SECTION 9.0 RELATED FORMS

- Form 2004a-1 Reasonable Suspicion Checklist

EFFECTIVE DATE:	REPLACES: Policy 109
	SOG A00-02
FIRE CHIEF:	2017 Version

Citations:

WSDOT [Drug and Alcohol Program Guidebook \(2021 ed.\)](#)

Federal Drug-Free Workplace Act. *See, e.g.*, 41 U.S.C. 8103.

2 CFR § 200.303(b) 21 CFR § 1308.11

2 CFR § 200.339

49 CFR Part 655

49 CFR Chapter 40

WAC 357-37-200



Drug Free Work Place Copy for your File

**EMPLOYEE* CONSENT AND RELEASE FORM FOR DRUG/ALCOHOL TESTING
& DRUG FREE WORKPLACE ACKNOWLEDGEMENT**

By signing below, I acknowledge that I have received and read **SOG #2004a Drug Free Workplace**. My signature signifies that I will comply with **SOG #2004a Drug Free Workplace**.

As described above in this SOG, every employee subject to drug and/or alcohol testing shall sign a consent form as set forth below:

I understand that if I voluntarily come forward and request to enter a substance abuse rehabilitation program, prior to the occurrence of any work performance or misconduct issues, the District will not discipline me simply for making this request. I understand how substance abuse tests are conducted under District Policy and have received answers to any questions I may have.

I understand that the laboratory administering the foregoing tests will release the results to the Medical Review Physician (MRP), who shall release his/her conclusions to the District after review and interpretation. If I test positive, I agree to make any requested records and myself available to the MRP within 48 hours of such request. In that event, I also agree to make any other records I believe are relevant available to the MRP within the same 48-hour time period. The information provided to the District from the MRP shall be limited to whether the tests were confirmed positive or negative and, if positive, the type and amount of drugs and/or alcohol for which I tested positive. No other test results will be released, except as provided herein, without my written consent.

I understand that the District is requiring me to submit to this testing as a condition of my employment and that if I tamper with, alter, substitute, or otherwise obstruct or fail to cooperate with the testing process, I will be subject to disciplinary action, up to and including termination of employment.

I understand that a confirmed positive test will result in actions taken by the District that are consistent with its policies and practices for substance abuse testing. This may include disciplinary action, up to and including termination of employment.

I further understand that a confirmed positive drug or alcohol test result (which occurs prior to the occurrence of work performance or misconduct issues) may result in the requirement that I successfully complete a substance abuse rehabilitation program to retain my employment with the District. In this event, the District will not take disciplinary action against me unless I refuse to take a drug/alcohol test, refuse the opportunity for rehabilitation, fail to complete the rehabilitation program successfully, or again test positive for drugs/alcohol within three years of completing an appropriate rehabilitation program. I understand that such disciplinary action, as described herein, may include dismissal from the District. If required to participate in a treatment or rehabilitation program, I authorize the laboratory and MRP to release any information relating to the test and/or test results to the Substance Abuse Professional ("SAP") or treatment counselor, as well as the District.

My signature below represents my consent for release of this information. I further agree to execute such release forms as may be required by the laboratory, MRP, SAP, etc. to release this same information to the District.

Subject to my rights under the Collective Bargaining Agreement and/or volunteer participation agreement between the District, I consent to the collection of urine, hair, blood, breath, and/or saliva sample, and the analysis thereof, pursuant to the terms and conditions of said Collective Bargaining Agreement and

any related District Policy. By signing this consent form, I am not waiving the right to challenge any confirmed positive test result and any District action based thereon. In order to pursue any challenge related to a test result, I understand that I will be required to authorize the laboratory and MRP to release to the District and my Union any information relating to the test and/or test results. I agree that my signature below represents my consent for the release of this information.

SOG #2004a Drug Free Workplace Acknowledgement will be filed in your personnel training file.

By signing below, I acknowledge and agree to the foregoing:

Signature

Date

Print Name

*For the purposes of this SOG, "employee" includes volunteers.

DRAFT

Date: 4/21/2026
Subject: New/Updates to Series 6000 Finance Policies/SOGs
Prepared By: FC Bret Black, Roy Lirio

<p>Background:</p>	<p>Consistent with SP initiative 1, we conducted a review of the Series 6000 Financial Policies and SOGs to identify gaps in coverage and areas requiring updated language. This packet presents the results of that review: two new policy/SOG pairs addressing areas not previously covered, and updates to three existing policies to improve cross-referencing and internal consistency. Policy 6013 and SOG 6013a were developed following an operational analysis of levy-exempt properties and fire protection agreements, which identified the need for formal written policy governing that revenue area. SOG 6004a was created to fulfill a budget development action item carried forward from the prior year's budget cycle, providing documented procedures to support the annual budget process.</p> <ul style="list-style-type: none"> • Policy 6003 (Debt Management) - Updated - added reference to 6004 and 6007 (Capital) • Policy 6004 Updated - to expand and clarify the calculation of the fund balance % • SOG 6004a NEW - Budget Development • SOG 6004b NEW - Financial Reporting • Policy 6007 (Capital Improvement) – Updated - added reference to 6004 and 6003 (Debt) • Policy 6013 / SOG 6013a – NEW - Levy Exempt Properties • Policy 6014 / SOG 6014a – NEW - Investment <p>The above new and updates to policies/SOG have been reviewed and approved by legal counsel.</p>
<p>Fiscal Impact:</p>	<ul style="list-style-type: none"> • No direct expenditure is associated with adopting these policies and SOGs. • Strong financial policies and procedures are foundational to the district's role as a responsible steward of public funds — they establish clear expectations, reduce the risk of error or misuse, and support the Board's fiduciary obligations to the community. • With absent formal written policies, the district is exposed to inconsistent practices. • The updated Policy 6004 changes how the fund balance compliance percentage is calculated. Capital account balances are now excluded from the fund balance used in the numerator of the calculation. The practical effect is that capital funds are ring-fenced — they cannot be counted toward satisfying the 25% reserve requirement. This keeps the district honest: money set aside for capital purposes is not double counted as an operational reserve, giving the Board and management a cleaner, more conservative view of whether the operating fund balance is truly adequate
<p>Recommendations:</p>	<p>Recommend the Board review and consider the new and updated policies and to consider adopting in the May 2026 commissioners meeting.</p>
<p>Proposed Motion:</p>	<p>No motion currently.</p>



EAST JEFFERSON FIRE RESCUE

POLICY

Title of Policy: Debt Management

Policy Number: 6003

Date of Implementation: 12/20/17

Replaces: Policy 702

Signature of Approval:

Date:

SECTION 1.0 POLICY

Voted and non-voter approved debt may be used by the District to finance the five-year Capital Improvement Plan up to the statutory debt limits of the District. East Jefferson Fire Rescue may use short or long-term tax-exempt or taxable debt for capital projects that may or may not be financed out of current revenues.

SECTION 2.0 CRITERIA FOR DEBT MANAGEMENT

Debt financing of Capital Improvement Plans of the District shall;

- 2.1 Be issued under the following circumstances
 - a. When a Capital Asset's useful life will exceed the term of the financing;
 - b. When specific dedicated revenue sources, such as voted or non-voter approved levies, will be sufficient to service the debt;
 - c. When the District finds the Capital Improvement Plan will advance the care or provide additional benefits to the citizens it protects within its boundaries.
- 2.2 Have unspent proceeds allocated to a different project than the one it was intended for, provided:
 - a. the Board was informed of the surplus monies and approved the redirection of the funds and;
 - b. an open public meeting is held, when required by federal, state or local statute, to advise them of this development and to seek their comment.
- 2.3 Have interest earnings separately accounted for and attributed to each originating debt obligation funding source.
- 2.4 Not be considered appropriate for:
 - a. Current operating and maintenance expenses that are the result of any decision by the District to refrain from resizing operating expenditures to available revenue sources that have experienced material and recent reduction in volume.

SECTION 3.0 RELATED SOG'S

- See following SOG's beginning with 6003a if applicable. See also Policy 6004 — Fund Balance and Reserve Policy; Policy 6007 — Capital Improvement.
- ~~See following SOG's beginning with 6003a if applicable~~



EAST JEFFERSON FIRE RESCUE

POLICY

Title of Policy: ~~Revenue Management~~ Fund Balance and Reserve Policy

Policy Number: 6004

Date of Implementation:

Replaces: Combine Policies 703 & 704

Signature of Approval:

Date:

SECTION 1.0 ~~POLICY~~ FUND BALANCE REQUIREMENT

The District budget shall balance operating expenditures with operating revenues. The General Fund shall not be balanced with appropriating from the General Fund Reserve if to do so would drop the fund balance below 25% of expenditures.

The ~~reserve-fund balance, excluding the FIRE/EMS Capital Accounts~~ funds, for all governmental fund types, as established by the Board of Fire Commissioners, shall have amounts sufficient to cover contingent expenses, meet seasonal cash flow shortfalls and upgrade or maintain the District's credit rating. To protect these expenditure areas, the District shall maintain a designated and undesignated fund balance, excluding FIRE/EMS Capital Accounts, of at least 25% of estimated annual expenditures as measured on 12/31 of each year. If designated and undesignated funds, excluding FIRE/EMS Capital Accounts, are used to resolve a contingency, including but not limited to those listed below, and the reserve fund balances fall below 25%, then the District shall rebuild the balance within a period not to exceed three fiscal years.

SECTION 2.0 NATURAL DISASTER

The reserve funds shall cover:

- a. Overtime staffing costs; casual labor;
- b. Temporary facilities for personnel and equipment
- c. Food and equipment for extended emergency operations lasting 14 days or more.

SECTION 3.0 INSURANCE CONTINGENCY

The reserve funds shall cover:

- a. Deductibles;
- b. Non-insured loss;
- c. Loss greater than insurance;
- d. Fines and uninsured litigation costs;
- e. Supplemental attorney and consultant fees, court costs, penalties and judgements outside insurance coverage;

SECTION 4.0 OPERATIONAL RESERVE

The reserve funds shall cover:

- a. Failure to pass a regular property tax levy lid
- b. Legislative actions to limit revenues to the extent practically possible.

SECTION 5.0 GENERAL RESERVE FUNDS RECAP

Natural Disaster: \$100,000
Insurance Contingency: \$50,000
Operational Reserves: 20% of annual regular property tax levy

Commented [RL1]: Delete since the fixed \$ amounts causes difference with 25% since each year operating budget grows.

SECTION 5.0 MAINTENANCE OF APPARATUS, EQUIPMENT AND FACILITIES (THE "CAPITAL ASSETS")

~~The operating budget shall provide available funds to cover regular and ongoing repair and maintenance of District capital assets. Deferral of maintenance expenditures as a means of achieving a balanced budget is not an acceptable budgeting practice. The operating budget shall provide available funds to cover regular and ongoing repair and maintenance of East Jefferson Fire Rescue Capital Assets without balancing the budget by deferring these expenditures.~~

SECTION 6.0 FIRE/EMS CAPITAL ACCOUNTS

The District maintains FIRE/EMS Capital Accounts to accumulate funds for capital investment. These accounts, in conjunction with debt financing per Policy 6003 — Debt Management, are intended to fund the District's Capital Improvement Plan per Policy 6007 — Capital Improvement. Capital Account balances are excluded from the fund balance reserve calculation established in Section 1.0.

SECTION 7.0 FINANCIAL REPORTING

The Finance Officer is responsible for financial reporting to the Board of Commissioners and submission of the annual financial report to the State Auditor's Office in accordance with RCW 43.09.230 and the Washington State SAO Budgeting, Accounting, and Reporting System (BARS) Cash Basis Manual. Reporting procedures are established in SOG 6004b — Financial Reporting Procedures.

SECTION 68.0 RELATED SOG'S

- See following SOG's beginning with 6004a if applicable

East Jefferson Fire Rescue
Effect of Policy 6004 Update to Required 25% Fund Balance Calculation

AS IS:

2026 Expenditures:	Budget
FIRE General Expenditures	\$ 13,463,436
EMS Fund Expenditures	7,991,227
Total Expenditures	\$ 21,454,663

1/1/26 Beginning Fund Balance	Actual
FIRE General	\$ 2,933,128
EMS Fund	3,754,003
Sub total (Operating Fund Balance)	6,687,131
% of 2026 Budget	31.2%

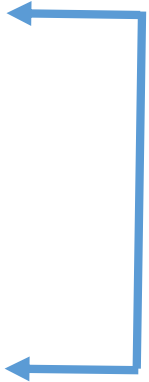
FIRE Capital	1,502,032
EMS Capital	1,323,584
Reserve	1,025,144
Total Fund Balance	\$ 10,537,891
% of 2026 Budget	49.1%

PROPOSED UPDATE:

1/1/26 Beginning Fund Balance	Actual
FIRE General	\$ 2,933,128
EMS Fund	3,754,003
Sub total (Operating Fund Balance)	6,687,131
Reserve Fund Balance	1,025,144
Sub total	7,712,275
	35.9%

FIRE Capital	1,502,032
EMS Capital	1,323,584
Subtotal Capital Accounts	2,825,616
Total Fund Balance	\$ 10,537,891

Only the operating and Reserve portions of the fund balance are subject to the 25% requirement.





EAST JEFFERSON FIRE RESCUE

POLICY

Title of Policy: Capital Improvement

Policy Number: 6007

Date of Implementation: 12/20/17, 11/16/2010

Replaces: Policy 701

Signature of Approval:

Date: 12/12/17

SECTION 1.0 PURPOSE

This policy relates to the five-year capital improvement program and special funds necessary to address particular needs of the community.

SECTION 2.0 POLICY

2.1 A five-year Capital Improvement Plan covering the District's Capital Assets (apparatus, equipment and facilities) has been developed and will be presented bi-annually by the Fire chief and Administrative Staff to the District's Board of Fire Commissioners. A high priority shall be placed on the upgrade or replacement of the Capital Assets that have deteriorated to the point of becoming hazardous, incur higher than normal maintenance costs, are negatively affecting property values, and/or no longer functionally serving their intended purposes. Capital improvements shall be implemented with an assurance that an acceptable useful life and minimal ongoing maintenance costs are achieved.

2.2 Capital improvement plans may:

- Assign expected useful lives to the apparatus, equipment and facilities of the District in order to plan for their upgrade or replacement over multiple time periods;
- Utilize studies by the District's consultants to determine appropriate future service levels that the District will be expected to provide to the citizens it supports and which will drive District plans for future upgrading and improving its Capital Assets;
- Utilize voter or non-voter approved short or long-term debt obligations, within existing WA State statutes, to fund this long-range plan.

SECTION 3.0 RELATED SOG'S

- See following SOG's beginning with 6007a if applicable. See also Policy 6004 — Fund Balance and Reserve Policy (FIRE/EMS Capital Accounts); Policy 6003 — Debt Management.
- ~~See following SOG's beginning with 6008a if applicable~~



EAST JEFFERSON FIRE RESCUE

POLICY

Title of Policy: Levy-Exempt Property – Fire Protection Agreements

Policy Number: 6013

Date of Implementation: 4/21/26

Replaces: New

Signature of Approval:

Date:

SECTION 1.0 POLICY/PURPOSE

East Jefferson Fire Rescue (the District) is a fire protection district supported primarily through property taxes levied on taxable property within its boundaries. Certain entities — including government agencies, school districts, public utility districts, religious organizations, and non-profit organizations — are exempt from property taxes under Washington State law. Because these entities do not contribute to the District’s property tax base yet receive fire protection services, it is the policy of the District to identify all such entities and, where required by statute, ensure equitable contribution toward the cost of fire protection services.

SECTION 2.0 SCOPE

The following statutes govern the District’s authority and obligations with respect to levy-exempt properties:


Statute	Description
RCW 52.30.020	Municipal corporations operating within a fire district are required to contract with the district for fire protection services. School districts are addressed through a separate OSPI administrative process.
RCW 39.34	Interlocal Cooperation Act — authorizes any two or more public agencies to enter into agreements for cooperative action. Provides the legal mechanism for Interlocal Agreements (ILAs) with exempt entities.
RCW 54.16.425	Requires Public Utility Districts to pay a Broadband Payment in Lieu of Taxes (PILT) to Jefferson County, which distributes funds to taxing districts — including the District — by tax code area in proportion to levy rates.
RCW 84.36	Exempts religious organizations and qualifying non-profit organizations from property tax. No statutory fire protection payment obligation applies to these entities.

SECTION 3.0 POLICY STATEMENT

It is the policy of East Jefferson Fire Rescue to identify all levy-exempt entities operating within its service area, maintain current agreements or payment arrangements with those entities as required by applicable statute, and report the status of all such arrangements to the Board of Commissioners not less than every three years. All Interlocal Agreements with exempt entities require Board of Commissioners approval prior to execution.

SECTION 4.0 RELATED SOG’S

- See following SOG’s: 6013a

	EAST JEFFERSON FIRE RESCUE	
	POLICY	
	Title of Policy: Investment of Public Funds	
	Policy Number: 6014	
	Date of Implementation: 5/19/26	
Replaces: New		
Signature of Approval:		Date:

SECTION 1.0 PURPOSE

To establish the investment objectives and authorized practices for East Jefferson Fire Rescue public funds in compliance with Washington State law.

SECTION 2.0 OBJECTIVES

The District's investment objectives, in order of priority, are: (1) safety of principal, (2) liquidity to meet operational needs, and (3) maximizing return within those constraints.

SECTION 3.0 AUTHORIZED INVESTMENTS

District funds shall be deposited with and invested through the Jefferson County Treasurer in accordance with [RCW 36.29.020](#). The County Treasurer is authorized to invest District funds in eligible investments under Washington State law. The District does not independently manage investment portfolios or hold securities directly.

SECTION 4.0 AUTHORIZED

All individuals authorized to access District funds — whether for investment transfers, operational bank transactions, payroll, or accounts payable — shall be designated by the Board of Commissioners by resolution. The Finance Officer shall maintain current copies of all applicable resolutions and signature authority documentation on file.

Investment Officers, authorized to execute transfers of District funds between investment and cash accounts, shall be designated by BOC resolution. Per Resolution 24-06 adopted March 19, 2024, the designated Investment Officers are the Chair of the Board of Commissioners and the Finance Officer, or their designated administrative employee.

SECTION 5.0 CASH MANAGEMENT

The District maintains operational bank accounts under the Jefferson County Treasurer's umbrella. To maximize investment returns, funds are transferred between operational accounts and the Treasurer's investment pool as frequently as practicable. The District has received written approval from the Jefferson County Treasurer, dated February 18, 2025, authorizing weekly rather than daily transfers in accordance with RCW [43.09.240](#). Cash handling and receipting procedures are governed by SOG 6000a.

SECTION 6.0 REPORTING

Operational bank account balances are reconciled monthly and reported in the District's financial records, either as fund balances or as reconciling items as appropriate. A summary of investment pool balances and cash position will be included in the monthly financial report presented to the Board of Commissioners.

SECTION 7.0 POLICY REVIEW

This policy shall be reviewed annually.

SECTION 4.0 RELATED SOG'S

- See following SOG's: 6013a

DRAFT



EAST JEFFERSON FIRE RESCUE

Standard Operating Guidelines (SOG)

Number: 6013a

Levy-Exempt Property — Fire Protection Agreements

SECTION 1.0 PURPOSE

- 1.1 To establish the administrative procedures for identifying levy-exempt entities, maintaining required fire protection agreements, and reporting to the Board of Commissioners.

SECTION 2.0 PERIODIC REVIEW

- 2.1 The Finance Officer, in coordination with the Fire Chief, shall conduct periodic review of all tax-exempt entities within the District's service area not less than every three years, or upon any material change in the exempt entity landscape. This review shall include:
- Obtaining the current exempt parcel list from the Jefferson County Assessor's Office.
 - Identifying all parcels with structures or improvements that generate fire protection demand.
 - Confirming the status of all existing ILAs, contracts, annexation agreements, and payment arrangements.
 - Identifying any exempt entities not in compliance with applicable statutes.
 - Documenting findings in the periodic Exempt Property Status Report (see Section 5).

SECTION 3.0 INTERLOCAL AGREEMENTS (ILA)

- 3.1 ILA payment terms shall be negotiated using one of the following approaches, documented in the agreement:
- Assessed value × levy rate — where a current county assessed value is available.
 - Cost-of-service — based on estimated annual cost to the District of providing fire protection to the facility.
 - Flat annual fee or rate — negotiated amount appropriate to the size and demand profile of the facility.

SECTION 4.0 ENTITY-SPECIFIC PROCEDURES

- 4.1 **Municipal Corporations** (Port, State Parks, WSF/WSDOT, Jefferson Healthcare, Jefferson Transit). These entities are subject to mandatory contracting under [RCW 52.30.020](#). The Finance Officer shall confirm annually that a current, executed ILA is in place. Where no ILA exists, the Fire Chief shall initiate outreach to the entity.
- 4.2 **School Districts** (Chimacum SD #49, Port Townsend SD #50) School district fire protection payments are administered through OSPI's biennial budget apportionment process under [RCW 52.30.020](#). No separate ILA is required. The Finance Officer shall confirm receipt of the annual per-pupil distribution from OSPI and reconcile against expected enrollment-based amounts.
- 4.3 **City of Port Townsend** Fire protection services to the City are addressed through the existing Annexation Contract, which specifies service terms. The Finance Officer shall confirm periodically that the Annexation Contract remains current and that no amendments are required.
- 4.4 **Jefferson County PUD No. 1** The PUD operates under Title 54 RCW and is not subject to mandatory fire protection contracting under [RCW 52.30.020](#). The District receives a proportional share of the

Broadband PILT

paid by the PUD to Jefferson County under [RCW 54.16.425](#), distributed by the County Treasurer by tax code area. The Finance Officer shall confirm receipt of the annual PILT distribution and reconcile against the Jefferson County-PUD agreement.

- 4.5 Jefferson County** Given the longstanding mutual aid and cooperative relationship between the District and Jefferson County, the District may enter into a Letter of Understanding (LOU) in lieu of a formal ILA to document the mutual services relationship. The LOU shall be reviewed and reaffirmed every three years. Any LOU requires Board of Commissioners approval.
- 4.6 Religious Organizations and Non-Profit Organizations** Churches and qualifying non-profit organizations are exempt from property tax under [RCW 84.36](#) and carry no statutory fire protection payment obligation. No ILA or payment agreement is required or appropriate. These entities shall be noted in the annual status report for informational purposes only.

SECTION 5.0 STATUS REPORT

- 5.1** The District shall present not less than every three years an Exempt Property Status Report to the Board of Commissioners. The report shall summarize:
- Current status of all exempt entities and existing agreements.
 - OSPI per-pupil distributions received for the prior year.
 - PUD Broadband PILT distributions received for the prior year.
 - Any entities not in compliance with applicable statutes and recommended actions.
 - Any agreements due for renewal or renegotiation in the coming year.

SECTION 6.0 STATUS REPORT

Policy 6013 - Levy-Exempt Property – Fire Protection Agreements

EFFECTIVE DATE: 4/21/26	REPLACES:	New
FIRE CHIEF:		



EAST JEFFERSON FIRE RESCUE

Standard Operating Guidelines (SOG)

Number: 6014a

Investment Fund Transfer Procedures

SECTION 1.0 PURPOSE

To establish procedures for the transfer of District funds between investment and cash accounts, and for interfund transfers, in support of Policy 6014 — Investment of Public Funds.

SECTION 2.0 SCOPE

These procedures apply to all transfers involving the District's investment pool held with the Jefferson County Treasurer's Office and all interfund transfers between the EMS Fund and the Fire General Fund.

SECTION 3.0 AUTHORIZED SIGNATORIES

All fund transfers shall be initiated only by individuals designated as Investment Officers per BOC Resolution 24-06, or their designated administrative employee. Refer to Policy 6014 Section 4.0.

SECTION 4.0 CASH TO INVESTMENT TRANSFERS

4.1 Automatic Transfer

At the beginning of each month, the Jefferson County Treasurer's Office automatically sweeps available cash balances into the District's investment pool. No action by District staff is required.

4.2 Active Transfer — Tax Collection Season

During peak tax collection periods (April through the first week of May, and October through the first week of November), the Finance Officer shall monitor cash balances and initiate additional transfers of excess cash to the investment pool at least weekly, to maximize investment returns consistent with Policy 6014 Section 2.0 objectives.

SECTION 5.0 INVESTMENT TO CASH TRANSFERS

5.1 Triggering Events

The Finance Officer shall initiate an investment-to-cash transfer request in advance of each of the following disbursement events, as examples:

- Payroll
- Accounts payable (AP)
- Interfund transfers (Debt Service, Capital & Reserve Accounts)

5.2 Transfer Request Process

Investment-to-cash transfer requests shall be submitted to the Jefferson County Treasurer's Office accompanied by the warrant list and check register.

5.3 Timing

Transfer requests shall be submitted with sufficient lead time to ensure funds are available in the operational account prior to disbursement.

SECTION 6.0 INTERFUND TRANSFERS — EMS TO FIRE GENERAL

6.1 The District disburses all expenditures from the Fire General Fund. EMS Fund expenditures are transferred to the Fire General Fund to reimburse for payments made on behalf of the EMS program.

- 6.2 Interfund transfers shall generally coincide with payroll runs, based on the District’s established Fire/EMS cost allocation split, and with AP runs that include EMS expenditures. Changes to the cost allocation split shall require analysis and approval by the Fire Chief prior to implementation.
- 6.3 Interfund transfer requests shall be submitted to the Jefferson County Treasurer’s Office using the same process described in Section 5.2.

SECTION 7.0 RECORDKEEPING

The District shall retain copies of all transfer requests, supporting check registers, warrants lists, and Treasurer’s Office confirmations in accordance with the District’s records retention schedule under Policy 1002. Electronic fund transfer documentation shall additionally follow the recordkeeping requirements established in SOG 6012a.

SECTION 8.0 RELATED SOG’s

“Not Applicable”

EFFECTIVE DATE: 3/12/26	REPLACES:	New
FIRE CHIEF:		



EAST JEFFERSON FIRE RESCUE

Standard Operating Guidelines (SOG)

Number: 6004a

Budget Development Procedure

SECTION 1.0 PURPOSE

- 1.1 To establish the process and responsibilities for the annual development of the East Jefferson Fire Rescue (EJFR) budgets.
- 1.2 To ensure the budgets are developed in alignment with Policy 6004 — Revenue Management, including the 25% fund balance reserve requirement.
- 1.3 To define the roles and responsibilities of all parties involved in the budget development process.

SECTION 2.0 SCOPE

- 2.1 This SOG applies to the annual budget development cycle for all EJFR funds.
- 2.2 Some program leads, Battalion Chiefs, the Finance Officer, the District Secretary, the Fire Chief, and the Board of Fire Commissioners (BOC) participate in the process as defined in this SOG.
- 2.3 Follow Revenue Management Policy 6004.

SECTION 3.0 ROLES AND RESPONSIBILITIES

3.1 Board of Fire Commissioners

The BOC provides strategic direction for the District and formally adopts the annual budget at the November Board meeting. The BOC holds a budget workshop to review the proposed budget prior to adoption. A public hearing on the proposed budget is also conducted as required by [RCW 84.55.120](#).

3.2 Fire Chief

The Fire Chief provides overall leadership and direction for the budget process. The Fire Chief appoints the Budget Committee, reviews consolidated budget requests, makes final recommendations on resource allocation, and presents the proposed budget to the BOC at the scheduled budget workshop.

3.3 Finance Officer

The Finance Officer is responsible for administering the budget development process. Responsibilities include:

- Developing and communicating the annual budget development calendar with specific milestone dates
- Preparing and distributing a fiscal context summary at kickoff, including current fund balance position, rollforward projection, and estimated room available for new investments above the baseline
- Providing prior year actuals, current year projections, and revenue estimates to inform budget requests
- Compiling, consolidating, and analyzing all budget requests submitted by Battalion Chiefs
- Reviewing requests for compliance with Policy 6004, including the 25% fund balance reserve requirement
- Preparing the proposed budget document for Fire Chief review and BOC presentation
- Submitting the adopted budget to Jefferson County by the end of November.
- Administering in-year budget monitoring and reporting

3.4 District Secretary

The District Secretary supports the Finance Officer and acts as backup throughout the budget

development process, including scheduling, document preparation, review of submitted requests, and coordination of BOC meeting materials.

3.5 Budget Committee

The Budget Committee is appointed by the Fire Chief prior to each budget cycle and typically includes representation from the Board of Commissioners, command staff, the Finance Officer, the District Secretary, and operational program leads. The Fire Chief participates as a member of the Budget Committee and retains final decision-making authority on resource allocation. The Budget Committee reviews baseline rollforward budget and consolidated requests submitted above the baseline, and evaluates them against available capacity, operational necessity, safety impact, regulatory requirements, and strategic priorities.

3.6 Battalion Chiefs

Battalion Chiefs are responsible for coordinating budget requests within their area of responsibility. Responsibilities include:

- Reviewing and consolidating budget requests submitted by program leads within their battalion
- Ensuring requests are justified, reasonable, and aligned with District priorities
- Submitting consolidated budget requests to the Finance Officer by the deadline established in the annual budget calendar
- Meeting with the Fire Chief and other program leads as needed to discuss budget requests and priorities

3.7 Program Leads

Program leads are responsible for identifying and communicating the resource needs of their programs. Responsibilities include:

- Submitting budget requests to their Battalion Chief by the deadline established in the annual budget calendar
- Providing sufficient justification for new or increased funding requests
- Monitoring their program budget throughout the year and flagging variances or emerging needs to their Battalion Chief and the Finance Officer

SECTION 4.0 BUDGET DEVELOPMENT PROCESS

4.1 Budget Calendar

Each year, the Finance Officer will develop a budget calendar with specific milestone dates and communicate it to all participants. Budget development typically begins in June. Key milestones include:

- Formation and appointment of the Budget Committee by the Fire Chief prior to kickoff
- Rollforward of recurring revenues and expenditures by the Finance Officer, typically completed in May or June, to establish the baseline budget and inform the fiscal context summary prior to kickoff
- Kickoff and distribution of fiscal context summary, including fund balance position, rollforward projection, and available room for new investments
- Distribution of budget materials by the Finance Officer, including prior year actuals and current year projections for program lead reference
- Submission of program lead requests to Battalion Chiefs
- Submission of consolidated Battalion Chief requests to the Finance Officer
- Budget Committee review and prioritization of requests above the baseline rollforward
- Fire Chief review and one-on-one meetings with Battalion Chiefs and program leads as needed

- the Long Term Financial Forecast as the proposed budget solidifies
- Proposed budget finalized and submitted to Fire Chief for approval
- Budget workshop presentation to the BOC by the Fire Chief or designee
- Public hearing on revenue sources per [RCW 84.55.120](#)
- Formal BOC budget adoption at the November Board meeting
- Submission of adopted budgets to Jefferson County
- Entry of the adopted budget into the District's financial system

4.2 Budget Requests

Budget requests shall be submitted using the format and tools designated by the Finance Officer. Prior to template distribution, the Finance Officer will provide program leads with prior year actuals and current year projections for reference. Where accounts are shared among program leads, the Finance Officer will coordinate with the relevant Battalion Chief to allocate actuals accordingly. Program leads are responsible for completing their templates and providing the proposed amount with supporting justification for any significant changes.

4.3 Budget Committee Review

The Budget Committee, with the Fire Chief participating, evaluates the baseline rollforward budgets, and ranks requests above the rollforward baseline to arrive at prioritization decisions. Findings are documented to support the proposed budget build.

4.4 Fire Chief Review

Following Budget Committee review, the Fire Chief may schedule one-on-one meetings with Battalion Chiefs and program leads to discuss priorities, clarify requests, or address funding constraints. These meetings are informal and scheduled as needed at the Fire Chief's discretion.

4.5 Post-Adoption Debrief

Following BOC adoption, the Finance Officer will meet with program leads by the end of the calendar year or in early January to communicate approved, partially approved, and denied budget requests, and to ensure program leads are familiar with the tools available to monitor their budgets throughout the fiscal year.

4.6 Lessons Learned

Following budget adoption, lessons learned from the current cycle are discussed during a Budget Committee meeting, documented, and carried forward into the following year's budget calendar.

SECTION 5.0 IN-YEAR BUDGET MONITORING

- 5.1** The Finance Officer and program leads will monitor budget performance throughout the fiscal year and provide periodic budget-to-actual reports to the Fire Chief.
- 5.2** A mid-year budget review will be conducted, typically in July, to assess year-to-date performance, identify material variances, and evaluate whether any budget adjustments are warranted. Findings will be reported to the Fire Chief and the BOC as appropriate.
- 5.3** Program leads and Battalion Chiefs are responsible for monitoring expenditures within their areas of responsibility and communicating material variances or emerging needs to the Finance Officer in a timely manner. Expenditures for items not included in the adopted budget shall be processed in accordance with Policy 6006 — Purchasing. The Finance Officer will track such material expenditures for reporting and planning purposes.
- 5.4** Budget amendments, if required, will be processed in accordance with applicable District policy and Washington State law.

SECTION 6.0 SUPPLEMENTAL BUDGET

- 6.1** Around the close of October, the Finance Officer will assess year-to-date performance to determine whether a supplemental budget will be needed for the current fiscal year.
- 6.2** Upon close of November, if a supplemental budget is warranted, the Finance Officer will draft the necessary resolution for BOC consideration at the December regular meeting.
- 6.3** Unbudgeted items tracked pursuant to Section 5.3 shall serve as supporting documentation for any supplemental budget request.

SECTION 7.0 FUND BALANCE COMPLIANCE

- 7.1** All budget development and in-year decisions shall be made in compliance with Policy 6004, which requires the District to maintain a designated and undesignated fund balance of at least 25% of estimated annual expenditures as measured on December 31 of each year.
- 7.2** The Finance Officer will include a fund balance projection in the proposed budget and update the projection as part of the mid-year review as well as the Long Term Financial Forecast.

SECTION 8.0 RELATED POLICIES AND SOGs

Policy 6004 — Revenue Management; Policy 6006 - Purchasing

DRAFT



EAST JEFFERSON FIRE RESCUE

Standard Operating Guidelines (SOG)

Number: 6004b

Financial Reporting Procedure

SECTION 1.0 PURPOSE

To establish procedures for the preparation and presentation of financial reports to the Board of Commissioners (BOC), submission of the annual financial statements to the State Auditor's Office (SAO), and coordination of the annual audit, in support of Policy 6004 — Revenue Management.

SECTION 2.0 BASIS OF ACCOUNTING

The District reports on a cash basis of accounting in accordance with the Budgeting, Accounting, and Reporting System (BARS) prescribed by the Washington State Auditor's Office. All financial reports and statements shall be prepared on this basis.

SECTION 3.0 ANNUAL FINANCIAL STATEMENTS

3.1 Year-End Close

During January, the Finance Officer completes year-end close activities, including reconciliation of all accounts, preparation of W-2s, 1099s, and other year-end payroll and tax filings.

3.2 Financial Statement Preparation

Following year-end close, the Finance Officer prepares the annual financial statements, footnotes, and supporting schedules. Preparation shall generally occur between February and April, subject to the completion of year-end close activities.

3.3 BOC Presentation

The Finance Officer shall present the completed financial statements and footnotes to the BOC during the March or April regular meeting, prior to submission to the SAO, to afford the Board an opportunity to review the District's financial position before filing.

3.4 SAO Submission

The annual financial report shall be submitted to the SAO no later than 150 days after the close of the calendar year, as required by [RCW 43.09.230](#). This deadline falls on or about May 31. Earlier submission is encouraged when year-end close and financial statement preparation are completed in advance of the deadline.

SECTION 4.0 JANUARY BOC FINANCE REPORT

At the January regular BOC meeting, the Finance Officer's Finance Report shall include:

- Fund balance compliance calculation demonstrating that the District has met the 25% fund balance reserve requirement established in Policy 6004
- Budget-to-actual summary for the prior fiscal year

SECTION 5.0 MONTHLY BOC REPORTING

5.1 Consent Agenda

Each month, voucher totals are submitted for BOC approval as part of the consent agenda.

5.2 Finance Report

At each regular BOC meeting, the Finance Officer presents a Finance Report in the staff report section. The Finance Report shall include:

- Fund balance

- Financial highlights
- Trending graphs
- Year-to-date financial report summary
- Salary and overtime summary report

5.3 Supplemental Information

The Finance Officer may include additional information in the Finance Report as relevant. Examples include EMS billing collection reports (System Design reports), capital project status updates, and other material financial developments.

SECTION 6.0 MANAGERIAL REPORTING

The Finance Officer shall publish the following reports to the Finance SharePoint folder for review by program leads:

- Non-payroll transaction detail
- Overtime trending report
- Budget Status Report

Transaction detail shall be published at the end of each month during the first half of the fiscal year (January through June), and following each accounts payable run during the second half of the fiscal year (July through December). The increased frequency in the latter half of the year is intended to support program leads in monitoring expenditures, preparing for budget development, and maximizing budget utilization as the fiscal year closes.

SECTION 7.0 AUDIT COORDINATION

The Finance Officer serves as the District's primary liaison with the SAO, responsible for coordinating audit scheduling, assembling required documentation, and facilitating the audit process through completion.

SECTION 8.0 RECORDKEEPING

All financial reports, annual financial statements, SAO submissions, and audit documentation shall be retained in accordance with the District's records retention schedule under Policy 1002.

SECTION 9.0 RELATED POLICIES

Policy 6004 — Revenue Management; Policy 6014 — Investment of Public Funds; SOG 6004a — Budget Development and Management; SOG 6014a — Investment Fund Transfer Procedures.

After Recording Return to:
JEFFERSON COUNTY PUD No. 1
310 FOUR CORNERS ROAD
PORT TOWNSEND WA 98368

UTILITY EASEMENT

Page 1 of 3

GRANTORS: JEFFERSON CO FIRE DISTRICT #1

GRANTEE: JEFFERSON COUNTY PUD NO. 1

Tax Parcel #: 976202002

Abbreviated Legal Description: NORDLAND BLK 20 1.00A TAX 87(S32) (FIRE HALL)

TGTH/W SEPTIC EASE #134695 T/W PTN VAC R/W ADJ QTA#20-2-00079-16

See Exhibit "A" for Site Diagram.

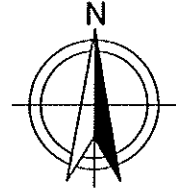
The Grantors for good and valuable consideration, receipt of which is hereby acknowledged, do hereby grant and convey to the Grantee its successors, affiliates, assignees, and subsidiaries, an easement for the installation and continued operation, maintenance, repair, and replacement of underground electric and telecommunications facilities, as well as appurtenant below ground facilities and appurtenant surface mounted facilities.

Said easement including facilities as depicted in Attachment A Site Diagram, and placed within:

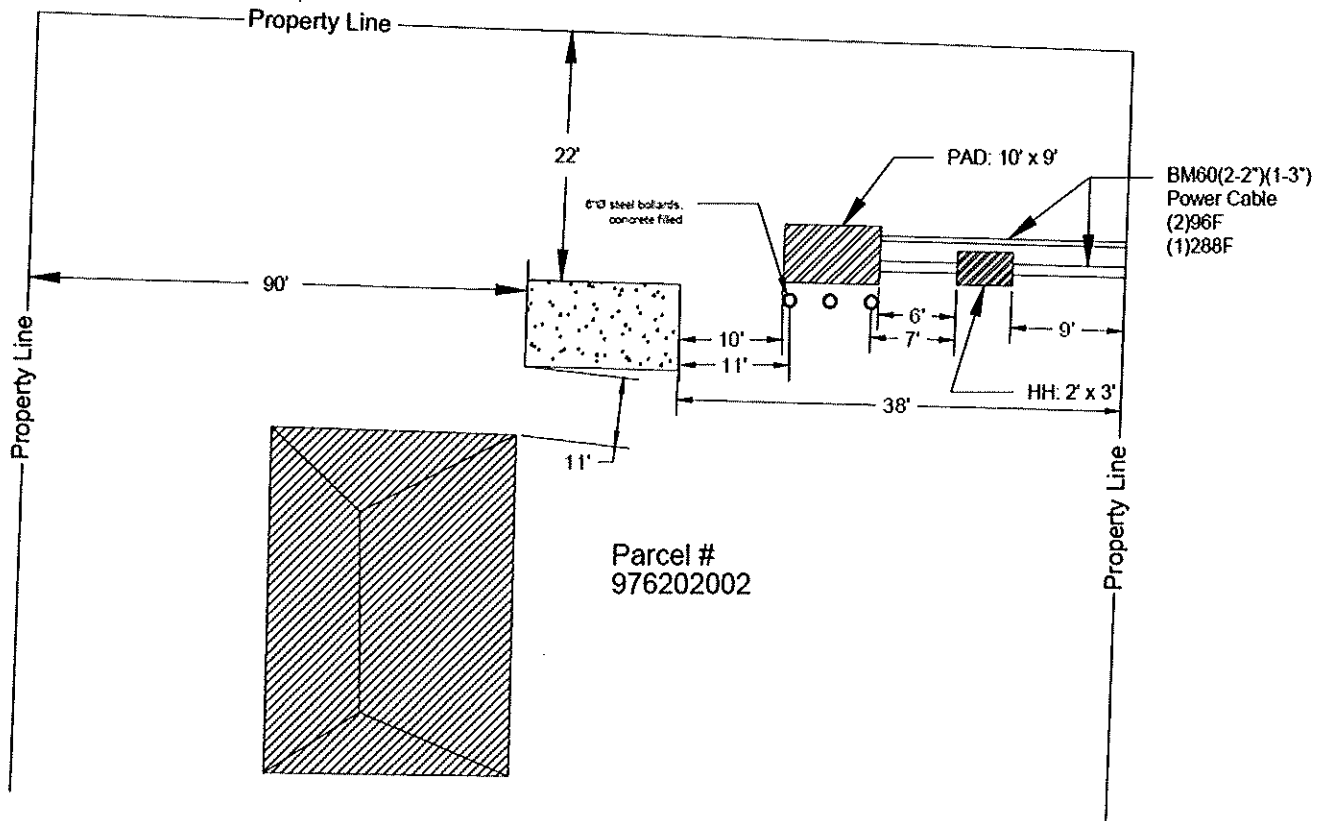
13' South of North Property Line; 122' East of West Property Line; 23' North of North Building.

All facilities installed by Grantee on said lands shall remain its property and may be removed by it at any time. If the Grantor places fences and gates across, around or through a portion of the easement, the Grantor shall provide the Grantee with a key to access the easement area.

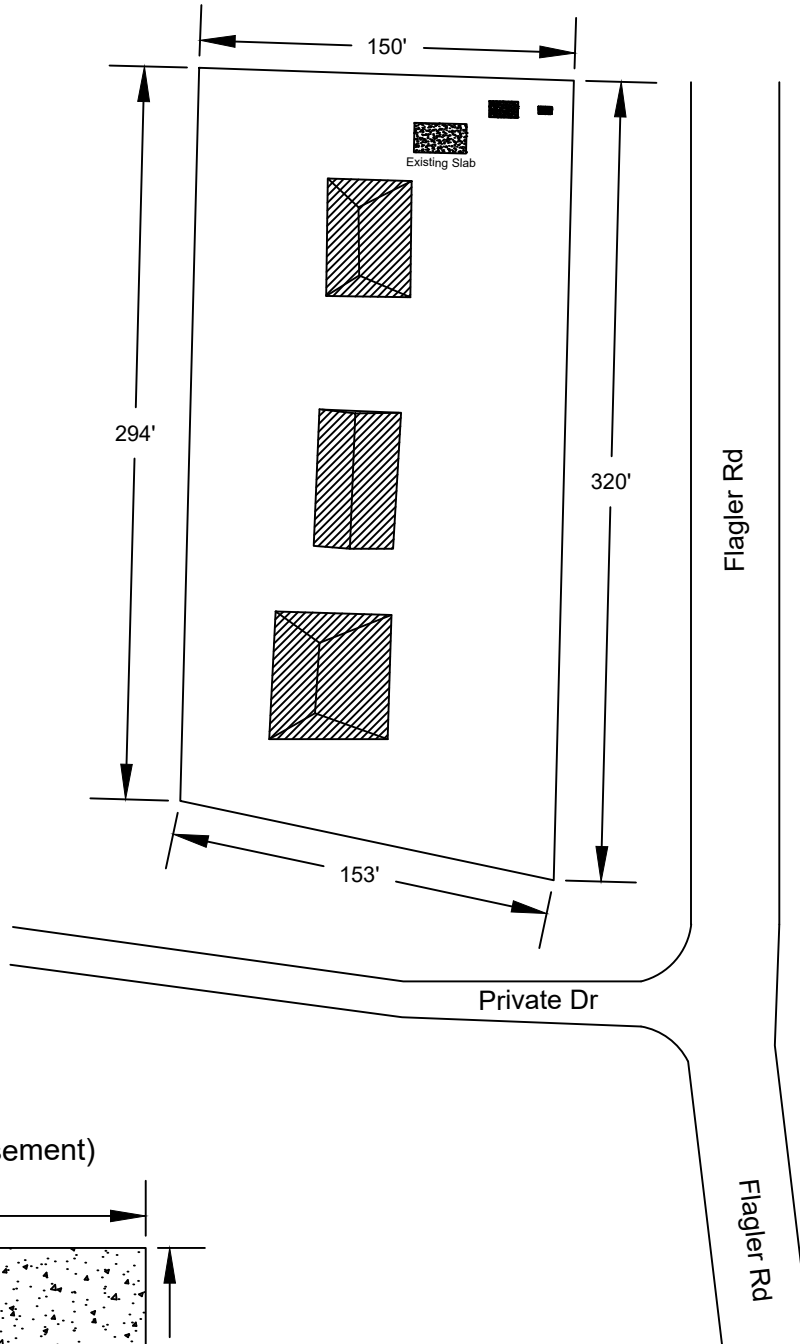
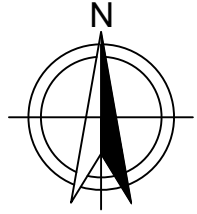
EXHIBIT "A"
SITE DIAGRAM



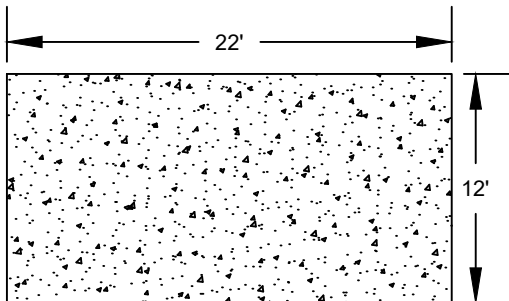
**Measurement from Property Line and Building
Existing Slab Location**



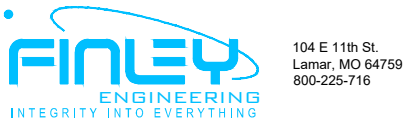
JEFFERSON CO FIRE DISTRICT #1 PROPERTY LINE

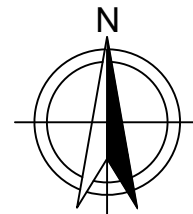


Existing Slab (Easement)

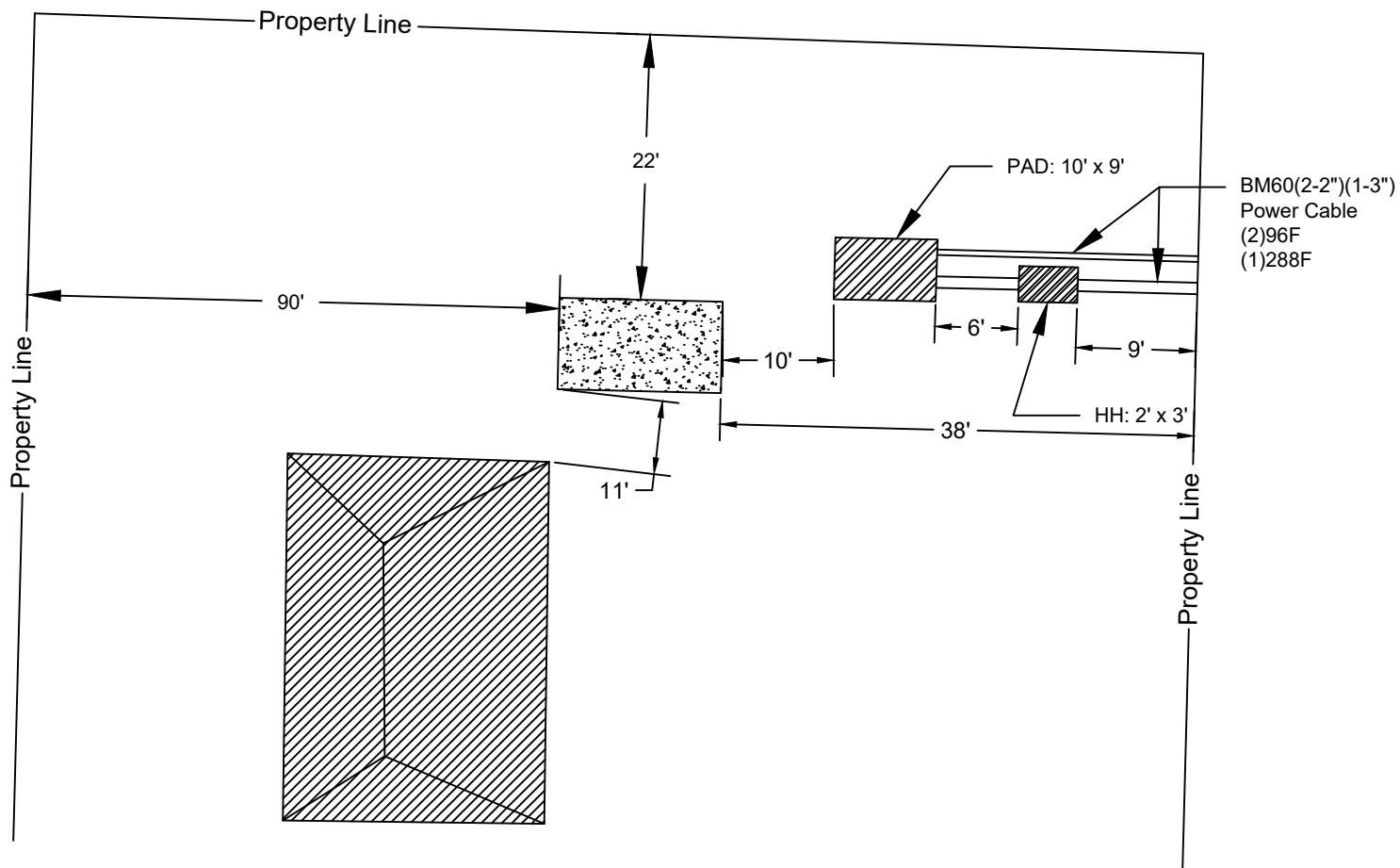


Scale: N.T.S

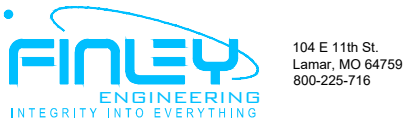
REV	Description	Eng	Date	NO A Easement Drawing				
0	Initial	MH	12/16/25					
1	V2 - HH Addition	MH	03/06/26					
				SIZE	ENGINEER	DATE	REV	SHEET
				A	Michelle Harry	03/06/26	2	1/3

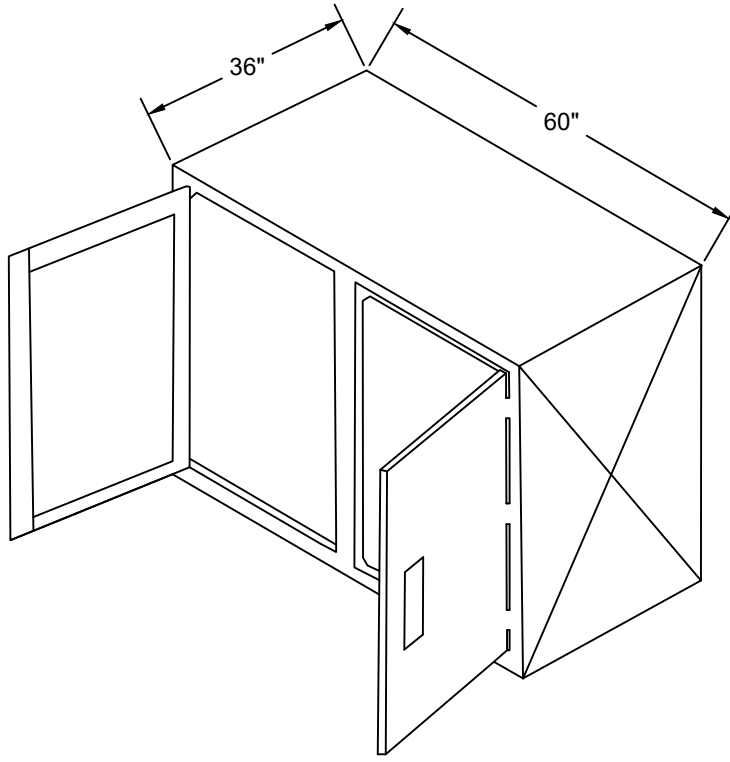
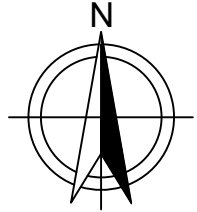
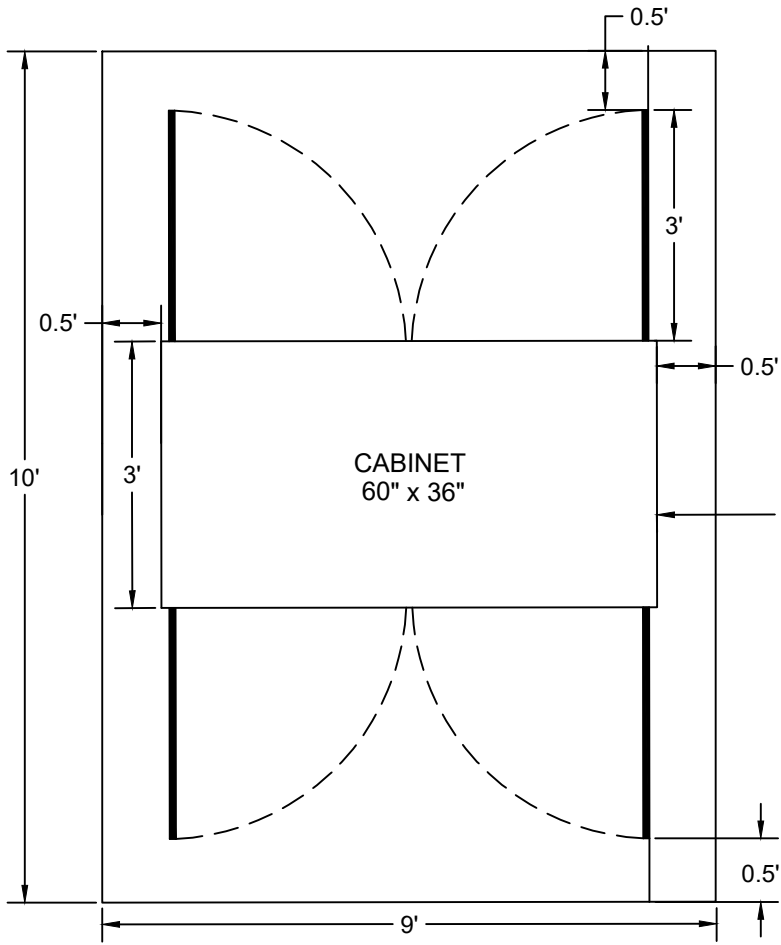


Measurement from Property Line and Building Existing Slab Location



Scale: N.T.S

REV	Description	Eng	Date	NO A Easement Drawing				
0	Initial	MH	12/16/25					
1	V2 - HH Addition	MH	03/06/26					
				SIZE A	ENGINEER Michelle Harry	DATE 03/06/26	REV 2	SHEET 2/3



Scale: N.T.S

REV	Description	Eng	Date
0	Initial	MH	12/16/25
1	V2 - HH Addition	MH	03/06/26

NO A Easement Drawing



104 E 11th St.
Lamar, MO 64759
800-225-716

SIZE	ENGINEER	DATE	REV	SHEET
A	Michelle Harry	03/06/26	2	3/3

Date: April 21, 2026

Subject: Engine/Tender Proposal

Prepared By: Justin Fletcher, Black & Lirio

<p>Background:</p>	<p>In the apparatus replacement schedule, we have identified a gap in our tender fleet since the loss of our 5th tender in 2025. We have 4 remaining tenders in our fleet, comprised of a 1992, a 1993 and two 2004 tenders. Aged between 22-34 years, they are near or past their anticipated lifespans. Build times on custom engines and tenders typically range from 12-24 months. We have an opportunity to expedite the tender procurement process by purchasing a stock unit, with an anticipated delivery in 2027.</p> <p>We have also identified that we are behind the curve in replacing our first out engines. One of the next engines to be replaced is volunteer Engine 5, manufactured in 2001. Engine 5 is somewhat unique in our fleet, a Ford650 mounted on a commercial chassis. It has a small cab, just two seats and minimal compartment space and inventory. Although best suited as a volunteer engine due to its simple design, short height and length, it is also occasionally used as a reserve engine at our staffed stations. It went in service last week at Station 1 while their unit was down for planned maintenance.</p> <p>For context, our typical custom fire engines that are assigned to the career stations are larger due to the larger cab configuration and increased compartment space. They are well suited for this assignment as they carry a wider inventory of equipment for their mission; however, they are too large to fit into our small volunteer fire stations, particularly Stations 5 and 9. In essence staff is identifying the need to adopt two engine specs, one for volunteer stations and one for our career stations.</p> <p>We have similar size issues among our tender fleet as relevant to Stations 5 & 9. Our current fleet of tenders carry 2,500 gallons of water each but due to the weight of a vehicle that is that large it requires two rear axles. By adding a second rear axle the length of the vehicle has to be extended, and the typical minimum length of these vehicles are approx. 33'. Station 5 is only 32' 6" deep.</p> <p>We have taken a step back and looked at the possibility of replacing Engine 5 with a smaller tender that meets the WSRB qualifications for being both an engine and tender. We have talked with several manufactures, and we have found a stock unit that is a engine/tender combination which meets our needs. It carries the minimum equipment needed on an engine as well as holding</p>
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	<p>2000 gallons of water yet it's still under the weight regulations for a single rear axle to be legal on the roadway without requiring a weight exemption to be driven on the roadway.</p> <p>A stock engine/tender unit with modest modifications has been quoted to us at approx. \$600,000 without tax and equipment. Although we have not spent the apparatus committee's time to fully develop the build spec, its expected the unit will total ~\$725,000 with tax, delivery, equipment and modifications. Before we continue further with developing a build spec and drawings from the manufacturer, we are looking for direction on whether or not to proceed with this idea.</p> <p>This plan will improve the reliability of our tender fleet and restore our tender fleet back to five units without having to replace the engine with an additional engine. In essence we would be purchasing one less vehicle in the grand scheme of things and ultimately reducing the overall maintenance costs to the department. This proposal would improve our future fleet procurement options because we would not have to purchase a new Engine 5. This new vehicle would have an expectancy of 20-30 years.</p>
<p>Fiscal Impact:</p>	<p>While we anticipate savings from the cost difference between replacing an engine and the identified tender, the savings would not be immediately realized. The savings will be realized at the end of the replacement cycle of the engines after 2040.</p>
<p>Recommendations:</p>	<p>Develop the engine/tender spec as described.</p>
<p>Proposed Motion:</p>	<p>Motion to direct staff to initiate the development of a build spec for a stock engine/tender as described.</p>

Should EJFR record our meetings?

Dave Seabrook, April 21 2026

The OPMA was updated in 2022 to encourage video/audio recordings

[RCWs](#) > [Title 42](#) > [Chapter 42.30](#) > [Section 42.30.220](#)

Print

[42.30.210](#) << [42.30.220](#) >> [42.30.230](#)

[PDF](#) [RCW 42.30.220](#)

Recording or online streaming by agency encouraged.

(1) Public agencies are encouraged to make an audio or video recording of, or to provide an online streaming option for, all regular meetings of its governing body, and to make recordings of these meetings available online for a minimum of six months.

(2) This section does not alter a local government's recordkeeping requirements under chapter [42.56](#) RCW.

[[2022 c 115 s 4.](#)]

NOTES:

Findings—Intent—2022 c 115: See note following RCW [42.30.230](#).

Review of legislative intent for the OPMA

RCW [42.30.010](#)

Legislative declaration.

The legislature finds and declares that all public commissions, boards, councils, committees, subcommittees, departments, divisions, offices, and all other public agencies of this state and subdivisions thereof exist to aid in the conduct of the people's business. It is the intent of this chapter that their actions be taken openly and that their deliberations be conducted openly. The people of this state do not yield their sovereignty to the agencies which serve them. The people, in delegating authority, do not give their public servants the right to decide what is good for the people to know and what is not good for them to know. The people insist on remaining informed and informing the people's public servants of their views so that they may retain control over the instruments they have created. For these reasons, even when not required by law, public agencies are encouraged to incorporate and accept public comment during their decision-making process.

JeffCo public agencies recording meetings

-  Video

-  Audio

-  Video

-  Video

-  Audio

-  ?

Making recordings available online

- RCW recommends for a 6 month period.
- Public Records retention for 6 years required. Then transfer to SOS Archives.

1.12 MEETINGS AND BOARD/COMMITTEE SUPPORT <i>The activities associated with documenting staff appointments/activities and assembling of groups of people for the purpose of information-sharing, discussion, planning, and/or decision-making.</i>			
DISPOSITION AUTHORITY NUMBER (DAN)	DESCRIPTION OF RECORDS	RETENTION AND DISPOSITION ACTION	DESIGNATION
GS50-05A-13 Rev. 3	<p>Governing/Executive/Policy-Setting Body Records</p> <p>Records documenting the actions, meetings and membership of the agency's governing body, executive management team and other policy-setting/decision-making boards, committees, commissions, councils, task forces, etc.</p> <p>Also includes interagency/national/external policy-setting/decision-making bodies for which the agency acts as secretary/keeper of the official records.</p> <p>Includes, but is not limited to:</p> <ul style="list-style-type: none"> • Agendas, meeting/agenda packets (briefs, reference materials, documents for approval, etc.); • Speaker sign-up, written testimony; • Audio/visual recordings and transcripts of proceedings; • Minutes; • Appointment, reappointment, and termination correspondence/communications; • Selected images/photographs showing the committee membership at particular points in time (such as board/committee portraits, etc.) and/or significant stages of the board/committee's life. <p>Excludes records covered by:</p> <ul style="list-style-type: none"> • <i>Advisory Body Records (DAN GS2012-027);</i> • <i>Meeting and Board/Committee Administrative Arrangements (DAN GS2011-176);</i> • <i>Meeting Materials – Members' Copies/Notes (DAN GS2016-007);</i> • <i>Ordinances and Resolutions – Approved (DAN GS50-05A-16).</i> 	<p><i>Within 6 years after end of calendar year,</i></p> <p>Transfer to Washington State Archives for permanent retention.</p>	<p>ARCHIVAL (Permanent Retention) ESSENTIAL (for Disaster Recovery) OPR</p>

Discussion?

I think we should because:

- **It will help our constituents to be better informed.**
- **It will serve as a resource for Commissioners to review when needed.**
- **It is the right thing to be advocates for open government.**

Motion:

- JCFPD#1 shall record all regular meetings of the BOC and post these to our website as soon as possible after the meeting.

Date: *April 21, 2026*

Subject: *Horton Ambulance Surplus Request*

Prepared By: *Justin Fletcher*

<p>Background:</p>	<p>With the delivery of the most recent Braun F450 ambulance we have increased our current ambulance fleet to 11. Ideally, EJFR maintains a fleet of 10 ambulances, which includes 7 first out ambulances, 2 back up ambulances and 1 ambulance at Marrowstone Island which if needed can be used as a third back up ambulance. All the 10 ambulances are equipped and configured similarly, except for the 2019 Horton, which is a former PLFR unit.</p> <p>This ambulance is now the only Horton ambulance that we own and has a very different configuration in both the cab and the box from our other ambulances. This requires additional time and training for our people to drive and work on out of the back. The handling and braking characteristics are very different compared to our other F and E Series ambulances, as EJFR has been deliberate in our standardization of our ambulance fleet, (except for the Horton), where our Braun units are similar in layout and operation. When operating in the Horton ambulance, the crews are unfamiliar with compartmentation, and can get lost finding equipment in the back, which can delay care.</p> <p>Previous PLFR members describe the Horton unit as “consistently unreliable” with perpetual issues including electrical, power plant and emission system problems; the Horton’s electrical system is complex with a hybrid analog/multiplex system that’s prone to frequent interface issues. The commissioners may recall that last year there was a recurrent, long-term problem with the braking system that was finally fixed at a cost of \$1800.15</p> <p>Currently the unit is experiencing emission system problems. NKFR Fleet mechanics have determined that there are likely some injectors that have failed, causing the turbo to clog up and then causing downstream clogging of the DEF system. To summarize the turbo, injectors and DEF related systems have rendered the unit out of service; the estimated repair costs are exorbitant. The unit has 110,000 miles and is at the mid-point of our ambulance fleet lifecycle.</p>
<p>Fiscal Impact:</p>	<p>NKFR had Cummins create a quote for the repairs, which is attached, and the quoted total from December was \$18,609.05 for the repairs.</p>
<p>Recommendations:</p>	<p>Surplus the Horton Ambulance ASAP before additional funds are spent to keep it operational.</p>

Proposed Motion:	Move to approve the surplus of the 2019 Horton Ambulance per Staff recommendation.
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Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
 Cummins Sales and Service
 PO Box 772639
 Detroit, MI 48277-2639

SUMNER WA BRANCH
 1800 FRYAR AVE
 SUMNER, WA 98390-
 (425)235-3400

INVOICE NO
ESTIMATE
TO PAY ONLINE LOGON TO customerpayment.cummins.com

BILL TO

EAST JEFFERSON FIRE RESC
 40 SETON RD STE A
 PORT TOWNSEND, WA 98368-9799

OWNER

EAST JEFFERSON FIRE RES
 40 SETON RD STE A
 PORT TOWNSEND, WA 98368-9799
 AARON SUTHERLAND - 360 3852626

PAGE 1 OF 3

*** CCARD ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
08-DEC-2025		12-NOV-2018	B6.7 CM2350 B121B		INTERNATIONAL
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
275472		08-DEC-2025	74362826		DURASTAR
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
418226					EJ-736

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN 1HTMNM6KH255895							
COMPLAINT ESTIMATE FOR INJECTORS, EGR VALVE AND TURBO.							
CAUSE PER CUSTOMER REQUEST							
CORRECTION STEAM CLEAN - SINGLE COMPONENT REPAIR ELECTRONIC SERVICE TOOL - OPERATE TECHNICIAN ADMINISTRATIVE TIME - NON-FIELD ACTION SERVICE EVENT CRANKCASE BREATHER (EXTERNAL) - REMOVE AND INSTALL - B6.7 CM2350 B121B INJECTOR - REMOVE AND INSTALL, ALL - B6.7 CM2350 B121B TURBOCHARGER - REMOVE AND INSTALL - B6.7 CM2350 B121B AIR CLEANER ASSEMBLY (INCLUDING BRACKET) - REMOVE AND INSTALL, EACH (CMI) EGR VALVE - REMOVE AND INSTALL - B6.7 CM2350 B121B ENGINE - SNAP TEST (AFTERTREATMENT DISCONNECTED) (CMI) INNER FENDER (AUTOMOTIVE) - REMOVE AND INSTALL (CMI) FENDER EXTENSION - REMOVE AND INSTALL (CMI) JOB SAFETY ASSESSMENT THANK YOU FOR YOUR BUSINESS							
COVERAGE CUSTOMER BILLABLE							
6	0	5256034PX	INJECTOR	DRC		1,243.54	7,376.40
6	0	4940096D	INJ, BOSCH HPCR	TYLER / ERIC CLEAN		101.25	607.50
-6	0	4940096D	INJ, BOSCH HPCR	TYLER / ERIC DIRTY		101.25	607.50
1	0	5367847	GASKET, INTEGRATED WIRING	CECO		227.78	225.28
1	0	6411494RX	KIT, TURBOCHARGER	TYLER / ERIC DRC		4,704.93	4,577.99
1	0	3780074D	TURBO, HE300VG ISL	TYLER / ERIC CLEAN		675.00	675.00
				TYLER / ERIC			

Completion date : 09-Dec-2025 09:51AM. Estimate expires : 07-Jan-2026 09:51AM.

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name) _____ **SIGNATURE** _____ **DATE** _____

TERMS AND CONDITIONS

These terms and conditions ("Terms and Conditions"), together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions represents that by its signing of this Agreement that the signer represents that he or she is duly authorized to enter into this Agreement. Further, Customer authorizes, if applicable, the performance of services and labor on Customer's vehicle and/or equipment as provided. This shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website, vendor portal, or other internet site will be null and void and of no legal effect on Cummins.

In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, vendor portal terms, specifications, agreement (whether upstream or otherwise), or any terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction. The terms and conditions printed on the back of this invoice shall be deemed subordinate to, and shall not supersede, any pre-existing written agreement, purchase order, contract, or other mutually agreed-upon document between the Customer and Cummins (collectively, the "Pre-Existing Agreement"). In the event of any conflict or inconsistency between this Agreement and the terms of any such Pre-Existing Agreement, the terms of the Pre-Existing Agreement shall govern and control. The Customer and Cummins expressly acknowledge and agree that the Pre-Existing Agreement remains in full force and effect, and that the terms of this Agreement shall not modify or amend any provisions of the Pre-Existing Agreement unless specifically agreed to in writing by both parties.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance, troubleshooting, diagnostic testing, and/or repair ("Services") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. Unless otherwise agreed by the Parties in writing: (i) no additional services or goods are included in this Agreement; and (ii) the Quote shall be valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period").

At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option period for the purchase of the Goods and/or Services.

2. **CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.

3. **INVOICING AND PAYMENT.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. All sales are subject to Customer's ongoing credit approval. While Cummins may initially extend Net 30 payment terms upon Cummins' approval of Customer's credit application, Cummins reserves the right to reassess Customer's creditworthiness at any time prior to shipment. If, in Cummins' sole discretion, Customer's financial condition weakens or otherwise declines, Customer has past due invoices with Cummins, or Cummins otherwise determines that the payment terms and conditions set forth in this Agreement, including electronic transactions between Customer and Cummins, do not constitute an alternative form of security satisfactory to Cummins, including but not limited to a letter of credit or payment bond, or (iii) withhold shipment until such payment or security is provided, Cummins shall not be liable for any delays or damages resulting from the enforcement of this provision.

If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement, or (ii) suspend its Services and/or suspend delivery of any undelivered Goods or parts in Cummins' possession until payment for unpaid invoices is received. In the event that Cummins suspends its performance of Services due to Customer's breach or non-payment, then Cummins shall be entitled to an equitable extension of its delivery dates and/or schedule of Services for a period of time equal to the suspension period, plus a reasonable ramp up period and all costs (including default interest) caused by such suspension shall be assumed by Customer. Any dispute or claim Customer may have with or against Cummins' invoice, regarding the scope, quality or amount charged for any parts or services provided to Customer, must be asserted in writing and noticed pursuant to these Terms and Conditions within thirty (30) days of the date of the invoice, or shall be waived by the Customer.

4. **TAXES; EXEMPTIONS.** The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

5. **DELIVERY; TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility. The purchase and performance of Services under this Agreement, including delivery of Goods, shall constitute a sale of Goods to Customer. Customer is absolutely and irrevocably required to accept and pay for the Goods, or any Services performed on Equipment, Customer-owned motor vehicle, or any other personal property, if delivery or pick-up of Goods, Equipment, Customer-owned motor vehicle, or any other personal property, is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date or the date of completion of Services. In the event Customer fails to pick-up Equipment, Customer-owned motor vehicle, or any other personal property, or fails to take any or all shipments of Goods ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall invoice the Customer and, upon Cummins' sole discretion, Cummins may either:

(i) deliver the Goods or Equipment to the location indicated on Customer's purchase order (regardless of whether Customer elected to pick up the Goods or Equipment at Cummins' facility or otherwise indicated an alternate delivery method), and Customer shall assume all associated delivery costs incurred by Cummins, or (ii) charge storage fees for the additional inventory holding period, the additional inventory holding period not to exceed sixty (60) days from the agreed upon delivery date or the date of completion of Services, unless otherwise agreed by Cummins in writing or required by law. A storage fee of twenty-five dollars (\$25.00) per day or one and one-half percent (1.5%) per month of the invoiced amount, whichever is greater, shall be assessed for any Goods, Equipment, Customer-owned motor vehicle, or any other personal property, whose delivery or pick-up is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date or the date of completion of Services. Unless otherwise agreed by Cummins in writing, in the event delivery or pick-up of Goods, Equipment, Customer-owned motor vehicle, or any other personal property, are delayed, deferred, or refused by Customer beyond sixty (60) days from the agreed upon delivery or pick-up date, or date of completion of Services, then Cummins has the right, in its sole discretion, to: (i) low, remove, or otherwise dispose of the unclaimed Goods, Equipment, Customer-owned motor vehicle, or any other personal property, in accordance with applicable abandonment laws, and/or (ii) make the Goods, Equipment, Customer-owned motor vehicle, or any other personal property, available for auction or sale to other customers or to the public, or (iii) otherwise use, destroy, or recycle the Goods, Equipment, Customer-owned motor vehicle, or any other personal property, at Customer's sole cost and expense, and without any liability to Cummins.

6. **DELAYS.** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, embargos, wars, strikes or other labor disputes, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities. AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR AND SERVICE. WHILE CUMMINS WILL MAKE A REASONABLE EFFORT TO MEET THE DELIVERY SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION OR PERFORMANCE IS DELAYED, HOWEVER OCCASIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE GOODS OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.

7. LIMITED WARRANTIES.

New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.

Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.

HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.

General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services or 3,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer;

and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

8. **INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

9. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.**

10. **GOVERNING LAW, VENUE, AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the federal and state courts of the State of Indiana shall have exclusive jurisdiction over, regarding, or relating to any dispute or claim arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

11. **ASSIGNMENT.** This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. **CANCELLATION; TERMINATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins. Cummins may terminate this Agreement, in whole or in part, for cause if the Customer breaches its obligations under this Agreement, and such breach is not cured within fifteen (15) days after written notice to Customer, or such longer time that Cummins may specify in its notice. Cummins may, at any time, terminate this Agreement for convenience upon thirty (30) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Goods or Services supplied under this Agreement, in accordance with the payment terms detailed in this Agreement. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

13. **REFUNDS; CREDITS.** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.

14. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

15. **COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding,

Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

16. **CONFIDENTIALITY.** Each party agrees that confidential information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed orally, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

17. **PRICING.** To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date of shipment ("Shipment Date") or, in the case of Services, the date of performance ("Performance Date"), due to economic and market conditions on the Shipment Date or Performance Date, whichever is applicable. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input cost (including without limitation, raw materials, fabrication components, direct or indirect materials, packaging materials, overhead, etc.) and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.

18. **TARIFF AND DUTY SURCHARGES.** In addition to any adjustments otherwise provided for in this Agreement, in the event of any increase in the cost of purchased materials due to the impact of any tariffs, duties, levies, or similar government charges ("Tariffs") in effect during the term of this Agreement, the parties agree that such increases shall be passed through directly to the Customer effective immediately upon Cummins' notice to the Customer of such increases. The Customer shall pay Tariff-related increases within thirty (30) days of receipt of invoice.

19. **MISCELLANEOUS.** All notices, including but not limited to notices of invoices or otherwise, under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice.

No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. The Parties' rights, remedies, and obligations under this Agreement, which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 9. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof.

20. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60.1-4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
 Cummins Sales and Service
 PO Box 772639
 Detroit, MI 48277-2639

SUMNER WA BRANCH
 1800 FRYAR AVE
 SUMNER, WA 98390-
 (425)235-3400

INVOICE NO
ESTIMATE
TO PAY ONLINE LOGON TO customerpayment.cummins.com

BILL TO

EAST JEFFERSON FIRE RESC
 40 SETON RD STE A
 PORT TOWNSEND, WA 98368-9799

OWNER

EAST JEFFERSON FIRE RES
 40 SETON RD STE A
 PORT TOWNSEND, WA 98368-9799
 AARON SUTHERLAND - 360 3852626

PAGE 2 OF 3

*** CCARD ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
08-DEC-2025		12-NOV-2018	B6.7 CM2350 B121B		INTERNATIONAL
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
275472		08-DEC-2025	74362826		DURASTAR
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
418226					EJ-736

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN 1HTMNM6KH255895							
-1	0	0	3780074D	TURBO, HE300VG ISL	DIRTY	675.00	675.00 - 675.00
4	0	0	4931642	STUD,DOUBLE END PLAIN	TYLER / ERIC CECO	13.87	13.72 54.88
4	0	0	5263462	NUT,TWELVE POINT	TYLER / ERIC CECO	5.05	4.99 19.96
1	0	0	5587014RX	KIT,EXH RCN VALVE	TYLER / ERIC DRC	927.46	916.91 916.91
1	0	0	5397382D	KIT, EXH RCN VALVE	TYLER / ERIC CLEAN	67.50	67.50 67.50
-1	0	0	5397382D	KIT, EXH RCN VALVE	TYLER / ERIC DIRTY	67.50	67.50 - 67.50
1	0	0	FREIGHT	FREIGHT CHRGS SERVICE	TYLER / ERIC FREIGHT	479.75	479.75 479.75

PARTS: 13,651.17
 PARTS COVERAGE CREDIT: 0.00CR
 TOTAL PARTS: 13,651.17
 SURCHARGE TOTAL: 0.00
 LABOR: 3,343.40
 LABOR COVERAGE CREDIT: 0.00CR
 TOTAL LABOR: 3,343.40
 MISC.: 0.00
 MISC. COVERAGE CREDIT: 0.00CR
 TOTAL MISC.: 0.00

SIGN UP FOR AUTO EMAIL OF
 INVOICES AND CREDITS AT
[HTTP://CUSTOMERPAYMENT.CUMMINS.COM](http://CUSTOMERPAYMENT.CUMMINS.COM)

Completion date : 09-Dec-2025 09:51AM. Estimate expires : 07-Jan-2026 09:51AM.

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

TERMS AND CONDITIONS

These terms and conditions ("Terms and Conditions"), together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions represents that by its signing of this Agreement that the signer represents that he or she is duly authorized to enter into this Agreement. Further, Customer authorizes, if applicable, the performance of services and labor on Customer's vehicle and/or equipment as provided. This shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website, vendor portal, or other internet site will be null and void and of no legal effect on Cummins.

In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, vendor portal terms, specifications, agreement (whether upstream or otherwise), or any terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction. The terms and conditions printed on the back of this invoice shall be deemed subordinate to, and shall not supersede, any pre-existing written agreement, purchase order, contract, or other mutually agreed-upon document between the Customer and Cummins (collectively, the "Pre-Existing Agreement"). In the event of any conflict or inconsistency between this Agreement and the terms of any such Pre-Existing Agreement, the terms of the Pre-Existing Agreement shall govern and control. The Customer and Cummins expressly acknowledge and agree that the Pre-Existing Agreement remains in full force and effect, and that the terms of this Agreement shall not modify or amend any provisions of the Pre-Existing Agreement unless specifically agreed to in writing by both parties.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance, troubleshooting, diagnostic testing, and/or repair ("Services") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. Unless otherwise agreed by the Parties in writing: (i) no additional services or goods are included in this Agreement; and (ii) the Quote shall be valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period").

At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option period for the purchase of the Goods and/or Services.

2. **CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.

3. **INVOICING AND PAYMENT.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. All sales are subject to Customer's ongoing credit approval. While Cummins may initially extend Net 30 payment terms upon Cummins' approval of Customer's credit application, Cummins reserves the right to reassess Customer's creditworthiness at any time prior to shipment. If, in Cummins' sole discretion, Customer's financial condition weakens or otherwise declines, Customer has past due invoices with Cummins, or Cummins otherwise determines that the payment terms and conditions set forth in this Agreement, including electronic transactions between Customer and Cummins, do not constitute an alternative form of security satisfactory to Cummins, including but not limited to a letter of credit or payment bond, or (iii) withhold shipment until such payment or security is provided, Cummins shall not be liable for any delays or damages resulting from the enforcement of this provision.

If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement, or (ii) suspend its Services and/or suspend delivery of any undelivered Goods or parts in Cummins' possession until payment for unpaid invoices is received. In the event that Cummins suspends its performance of Services due to Customer's breach or non-payment, then Cummins shall be entitled to an equitable extension of its delivery dates and/or schedule of Services for a period of time equal to the suspension period, plus a reasonable ramp up period and all costs (including default interest) caused by such suspension shall be assumed by Customer. Any dispute or claim Customer may have with or against Cummins' invoice, regarding the scope, quality or amount charged for any parts or services provided to Customer, must be asserted in writing and noticed pursuant to these Terms and Conditions within thirty (30) days of the date of the invoice, or shall be waived by the Customer.

4. **TAXES; EXEMPTIONS.** The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

5. **DELIVERY; TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility. The purchase and performance of Services under this Agreement, including delivery of Goods, shall constitute a contract. Customer's purchase of Goods, equipment, or any other personal property, is a "take or pay" obligation on the part of the Customer, such that Customer is absolutely and irrevocably required to accept and pay for the Goods, or any Services performed on Equipment, Customer-owned motor vehicle, or any other personal property, if delivery or pick-up of Goods, Equipment, Customer-owned motor vehicle, or any other personal property, is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date or the date of completion of Services. In the event Customer fails to pick-up Equipment, Customer-owned motor vehicle, or any other personal property, or fails to take any or all shipments of Goods ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall invoice the Customer and, upon Cummins' sole discretion, Cummins may either:

(i) deliver the Goods or Equipment to the location indicated on Customer's purchase order (regardless of whether Customer elected to pick up the Goods or Equipment at Cummins' facility or otherwise indicated an alternate delivery method), and Customer shall assume all associated delivery costs incurred by Cummins, or (ii) charge storage fees for the additional inventory holding period, the additional inventory holding period not to exceed sixty (60) days from the agreed upon delivery date or the date of completion of Services, unless otherwise agreed by Cummins in writing or required by law. A storage fee of twenty-five dollars (\$25.00) per day or one and one-half percent (1.5%) per month of the invoiced amount, whichever is greater, shall be assessed for any Goods, Equipment, Customer-owned motor vehicle, or any other personal property, whose delivery or pick-up is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date or the date of completion of Services. Unless otherwise agreed by Cummins in writing, in the event delivery or pick-up of Goods, Equipment, Customer-owned motor vehicle, or any other personal property, are delayed, deferred, or refused by Customer beyond sixty (60) days from the agreed upon delivery or pick-up date, or date of completion of Services, then Cummins has the right, in its sole discretion, to: (i) low, remove, or otherwise dispose of the unclaimed Goods, Equipment, Customer-owned motor vehicle, or any other personal property, in accordance with applicable abandonment laws, and/or (ii) make the Goods, Equipment, Customer-owned motor vehicle, or any other personal property, available for auction or sale to other customers or to the public, or (iii) otherwise use, destroy, or recycle the Goods, Equipment, Customer-owned motor vehicle, or any other personal property, at Customer's sole cost and expense, and without any liability to Cummins.

6. **DELAYS.** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, embargos, wars, strikes or other labor disputes, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities. AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR AND SERVICE. WHILE CUMMINS WILL MAKE A REASONABLE EFFORT TO MEET THE DELIVERY SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION OR PERFORMANCE IS DELAYED, HOWEVER OCCASIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE GOODS OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.

7. LIMITED WARRANTIES.

New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.

Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.

HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.

General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services or 3,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer;

and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

8. **INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

9. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.**

10. **GOVERNING LAW, VENUE, AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the federal and state courts of the State of Indiana shall have exclusive jurisdiction over, regarding, or relating to any dispute or claim arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

11. **ASSIGNMENT.** This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. **CANCELLATION; TERMINATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins. Cummins may terminate this Agreement, in whole or in part, for cause if the Customer breaches its obligations under this Agreement, and such breach is not cured within fifteen (15) days after written notice to Customer, or such longer time that Cummins may specify in its notice. Cummins may, at any time, terminate this Agreement for convenience upon thirty (30) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Goods or Services supplied under this Agreement, in accordance with the payment terms detailed in this Agreement. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

13. **REFUNDS; CREDITS.** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.

14. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title and interest in such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

15. **COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding,

Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

16. **CONFIDENTIALITY.** Each party agrees that confidential information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed orally, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

17. **PRICING.** To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date of shipment ("Shipment Date") or, in the case of Services, the date of performance ("Performance Date"), due to economic and market conditions on the Shipment Date or Performance Date, whichever is applicable. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input cost (including without limitation, raw materials, fabrication components, direct or indirect materials, packaging materials, overhead, etc.) and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.

18. **TARIFF AND DUTY SURCHARGES.** In addition to any adjustments otherwise provided for in this Agreement, in the event of any increase in the cost of purchased materials due to the impact of any tariffs, duties, levies, or similar government charges ("Tariffs") in effect during the term of this Agreement, the parties agree that such increases shall be passed through directly to the Customer effective immediately upon Cummins' notice to the Customer of such increases. The Customer shall pay Tariff-related increases within thirty (30) days of receipt of invoice.

19. **MISCELLANEOUS.** All notices, including but not limited to notices of invoices or otherwise, under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice.

No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. The Parties' rights, remedies, and obligations under this Agreement, which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 9. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof.

20. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60.1-4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
 Cummins Sales and Service
 PO Box 772639
 Detroit, MI 48277-2639

SUMNER WA BRANCH
 1800 FRYAR AVE
 SUMNER, WA 98390-
 (425)235-3400

INVOICE NO
ESTIMATE
TO PAY ONLINE LOGON TO customerpayment.cummins.com

BILL TO

EAST JEFFERSON FIRE RESC
 40 SETON RD STE A
 PORT TOWNSEND, WA 98368-9799

OWNER

EAST JEFFERSON FIRE RES
 40 SETON RD STE A
 PORT TOWNSEND, WA 98368-9799
 AARON SUTHERLAND - 360 3852626

PAGE 3 OF 3

*** CCARD ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
08-DEC-2025		12-NOV-2018	B6.7 CM2350 B121B		INTERNATIONAL
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
275472		08-DEC-2025	74362826		DURASTAR
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
418226					EJ-736

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
			1HTMNMMM6KH255895	OSN/MSN/VIN			

CITY	271.91
COUNTY	0.00
DISTRICT	237.92
STATE	1,104.65

You saved \$225.67 on your parts.

Completion date : 09-Dec-2025 09:51AM. Estimate expires : 07-Jan-2026 09:51AM.

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

SUB TOTAL:	16,994.57
TOTAL TAX:	1,614.48

TOTAL AMOUNT: US \$ 18,609.05

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

TERMS AND CONDITIONS

These terms and conditions ("Terms and Conditions"), together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions represents that by its signing of this Agreement that the signer represents that he or she is duly authorized to enter into this Agreement. Further, Customer authorizes, if applicable, the performance of services and labor on Customer's vehicle and/or equipment as provided. This shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website, vendor portal, or other internet site will be null and void and of no legal effect on Cummins.

In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, vendor portal terms, specifications, agreement (whether upstream or otherwise), or any terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction. The terms and conditions printed on the back of this invoice shall be deemed subordinate to, and shall not supersede, any pre-existing written agreement, purchase order, contract, or other mutually agreed-upon document between the Customer and Cummins (collectively, the "Pre-Existing Agreement"). In the event of any conflict or inconsistency between this Agreement and the terms of any such Pre-Existing Agreement, the terms of the Pre-Existing Agreement shall govern and control. The Customer and Cummins expressly acknowledge and agree that the Pre-Existing Agreement remains in full force and effect, and that the terms of this Agreement shall not modify or amend any provisions of the Pre-Existing Agreement unless specifically agreed to in writing by both parties.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance, troubleshooting, diagnostic testing, and/or repair ("Services") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. Unless otherwise agreed by the Parties in writing: (i) no additional services or goods are included in this Agreement; and (ii) the Quote shall be valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period").

At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option period for the purchase of the Goods and/or Services.

2. **CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.

3. **INVOICING AND PAYMENT.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. All sales are subject to Customer's ongoing credit approval. While Cummins may initially extend Net 30 payment terms upon Cummins' approval of Customer's credit application, Cummins reserves the right to reassess Customer's creditworthiness at any time prior to shipment. If, in Cummins' sole discretion, Customer's financial condition weakens or otherwise declines, Customer has past due invoices with Cummins, or Cummins otherwise determines that the payment terms are not commercially reasonable, Cummins may, upon notice to Customer, (i) require full or partial payment in advance, (ii) require an alternative form of security satisfactory to Cummins, including but not limited to a letter of credit or payment bond, or (iii) withhold shipment until such payment or security is provided. Cummins shall not be liable for any delays or damages resulting from the enforcement of this provision.

If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement, or (ii) suspend its Services and/or suspend delivery of any undelivered Goods or parts in Cummins' possession until payment for unpaid invoices is received. In the event that Cummins suspends its performance of Services due to Customer's breach or non-payment, then Cummins shall be entitled to an equitable extension of its delivery dates and/or schedule of Services for a period of time equal to the suspension period, plus a reasonable ramp up period and all costs (including default interest) caused by such suspension shall be assumed by Customer. Any dispute or claim Customer may have with or against Cummins' invoice, regarding the scope, quality or amount charged for any parts or services provided to Customer, must be asserted in writing and noticed pursuant to these Terms and Conditions within thirty (30) days of the date of the invoice, or shall be waived by the Customer.

4. **TAXES; EXEMPTIONS.** The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

5. **DELIVERY; TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility. The purchase and performance of Services under this Agreement, including but not limited to delivery of Goods, shall be subject to the following terms: (i) require an alternative form of security satisfactory to Cummins, such that Customer is absolutely and irrevocably required to accept and pay for the Goods, or any Services performed on Equipment, Customer-owned motor vehicle, or any other personal property, if delivery or pick-up of Goods, Equipment, Customer-owned motor vehicle, or any other personal property, is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date or the date of completion of Services. In the event Customer fails to pick-up Equipment, Customer-owned motor vehicle, or any other personal property, or fails to take any or all shipments of Goods ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall invoice the Customer and, upon Cummins' sole discretion, Cummins may either:

(i) deliver the Goods or Equipment to the location indicated on Customer's purchase order (regardless of whether Customer elected to pick up the Goods or Equipment at Cummins' facility or otherwise indicated an alternate delivery method), and Customer shall assume all associated delivery costs incurred by Cummins, or (ii) charge storage fees for the additional inventory holding period, the additional inventory holding period not to exceed sixty (60) days from the agreed upon delivery date or the date of completion of Services, unless otherwise agreed by Cummins in writing or required by law. A storage fee of twenty-five dollars (\$25.00) per day or one and one-half percent (1.5%) per month of the invoiced amount, whichever is greater, shall be assessed for any Goods, Equipment, Customer-owned motor vehicle, or any other personal property, whose delivery or pick-up is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date or the date of completion of Services. Unless otherwise agreed by Cummins in writing, in the event delivery or pick-up of Goods, Equipment, Customer-owned motor vehicle, or any other personal property, are delayed, deferred, or refused by Customer beyond sixty (60) days from the agreed upon delivery or pick-up date, or date of completion of Services, then Cummins has the right, in its sole discretion, to: (i) low, remove, or otherwise dispose of the unclaimed Goods, Equipment, Customer-owned motor vehicle, or any other personal property, in accordance with applicable abandonment laws, and/or (ii) make the Goods, Equipment, Customer-owned motor vehicle, or any other personal property, available for auction or sale to other customers or to the public, or (iii) otherwise use, destroy, or recycle the Goods, Equipment, Customer-owned motor vehicle, or any other personal property, at Customer's sole cost and expense, and without any liability to Cummins.

6. **DELAYS.** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, embargos, wars, strikes or other labor disputes, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities. AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR AND SERVICE. WHILE CUMMINS WILL MAKE A COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION OR PERFORMANCE IS DELAYED, HOWEVER OCCASIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE GOODS OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.

7. LIMITED WARRANTIES.

New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.

Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.

HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.

General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services or 3,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer;

and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

8. **INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

9. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.**

10. **GOVERNING LAW, VENUE, AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the federal and state courts of the State of Indiana shall have exclusive jurisdiction over, regarding, or relating to any dispute or claim arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

11. **ASSIGNMENT.** This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. **CANCELLATION; TERMINATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins. Cummins may terminate this Agreement, in whole or in part, for cause if the Customer breaches its obligations under this Agreement, and such breach is not cured within fifteen (15) days after written notice to Customer, or such longer time that Cummins may specify in its notice. Cummins may, at any time, terminate this Agreement for convenience upon thirty (30) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Goods or Services supplied under this Agreement, in accordance with the payment terms detailed in this Agreement. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

13. **REFUNDS; CREDITS.** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.

14. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title and interest in such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

15. **COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding,

Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

16. **CONFIDENTIALITY.** Each party agrees that confidential information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed orally, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

17. **PRICING.** To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date of shipment ("Shipment Date") or, in the case of Services, the date of performance ("Performance Date"), due to economic and market conditions on the Shipment Date or Performance Date, whichever is applicable. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input cost (including without limitation, raw materials, fabrication components, direct or indirect materials, packaging materials, overhead, etc.) and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.

18. **TARIFF AND DUTY SURCHARGES.** In addition to any adjustments otherwise provided for in this Agreement, in the event of any increase in the cost of purchased materials due to the impact of any tariffs, duties, levies, or similar government charges ("Tariffs") in effect during the term of this Agreement, the parties agree that such increases shall be passed through directly to the Customer effective immediately upon Cummins' notice to the Customer of such increases. The Customer shall pay Tariff-related increases within thirty (30) days of receipt of invoice.

19. **MISCELLANEOUS.** All notices, including but not limited to notices of invoices or otherwise, under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice.

No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. The Parties' rights, remedies, and obligations under this Agreement, which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 9. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof.

20. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60.1-1(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

**JEFFERSON COUNTY FIRE PROTECTION DISTRICT No. 1
RESOLUTION NO. 26-06**

**DECLARING PROPERTY SURPLUS TO THE NEEDS OF THE DISTRICT AND
AUTHORIZING THE DISPOSAL OF SURPLUS PROPERTY**

WHEREAS, the Board of Commissioners, meeting in regular session, having before it the need to consider declaring certain equipment as surplus within Jefferson County Fire Protection District No. 1, and

WHEREAS, East Jefferson Fire Rescue owns the equipment listed on the attached Exhibit A, and

WHEREAS, the District no longer has a need for the Equipment and the Equipment is surplus to the needs of the District and,

WHEREAS, the District may sell, transfer, exchange, lease or otherwise dispose of the property to the state or any municipality or any political subdivision thereof, or the federal government, on such terms and conditions as may be mutually agreed upon by the parties or to any private party by any commercially reasonable means, and

NOW, THEREFORE, BE IT RESOLVED, by approval of Jefferson County Fire Protection District No. 1 Board of Commissioners that the District owned equipment listed in Exhibit A, be declared surplus to the needs of the District and hereby authorizes the Fire Chief to dispose of the Equipment through industry standards and properly accounted for.

Approved this 21st day of April 2026.

Deborah Stinson, Chair

Jeannie Price, Vice-Chair

Geoff Masci, Commissioner

Steve Craig, Commissioner

Dave Seabrook, Commissioner

ATTEST:

Tanya Cray, District Secretary

Exhibit A

Item to be Surplused	QTY	Serial #/Model # etc. (list separately if multiple #'s)	Description	Reason for Surplus
Exercise Equipment				
Nautilus Treadmill	1	T914	commercial treadmill	reserve status in storage
Nautilus Smith Machine	1	NT-1800 series	Smith with cable system and sqaut rack	In storage equipment removed and replaced with free weight/Rack system
Body Solid Adj Bench	1	NA	adjustable bench	item replace with newer commerical bench
Decline Bench	1	NA	decline bench	retired not used
Medical Equipment				
Ziamatic Oxygen Lift	7	OT22070510, OT1720048, OT1701101, OT1109238, OT1701102, OT1402121, OT1710047,	Hard mounted oxygen lift for ambulance	Removed from ambulance due to change in O2 system
"OX" Cylinder Loading System	1	Serial Number JJ-250239, Inventory # 445	Oxygen Cart -Yellow	Beyond Useful Life
Stryker Gurney	1	sn: 040140457	Gurney	Beyond Useful Life
Vehicles/Parts				
2019 Horton International Ambulance	1	EJ736 VIN 1HTMNM6KH255895		DP presented to BOC 4.21.26
2007 Jeep Grand Cherokee	1	EJ611 VIN 1J8HR48PX7C687328		Lighting and mechanical issues\no longer needed
Alumium Wheel	1		19.5" wheel off 2018 Ford F450	Removed from service due to corrosion making it unable and unsafe for a tire to properly seat
Electronics				
Lt 1 iPhone XR	1	ICCD: 89148000005489830026	Lt 1 Cell Phone	end of useful life
iPad	1	GG7ZV189MDG1	Ladder 16 iPad	Broken Screen
Surface	1	42141210451	Microsoft Surface	Broken Screen
Surface	1	30477701851	Microsoft Surface	Broken Screen
Surface	1	20374502351	Microsoft Surface	Broken Screen

2026 Upcoming Events

Group	Event	Date
2026		
April		
Kala Point HOA	Kala Point Emergency Preparedness Fair	4/11/2026
BOC/Admin	JC Commissioners & Admin Prof. Assoc.	4/16/2026
EJFR	Pancake Breakfast - Chimacum Fire Station 6	4/18/2026 9am-noon
EJFR	Volunteer BBQ @ Finn River	4/25/2026
May		
BOC/Admin	WFCA Sat. Series - New Commissioner/Admin Trng	5/2/2026
BOC/Admin	WAFAC - Wildfires in Western WA	5/6/2026
EJFR	Rhody Festival	5/13-5/17
June		
BOC /Admin	Chelan Seminar	6/7/2026
BOC /Admin	*Hosting* JC Fire Commissioners & Admin	6/18/2026
EJFR	All County Preparedness Day - FinnRiver Cidery	6/27/2026
July		
EJFR	Retirement Party - Brummell St 6	7/31/2026
August		
JC Airport	Airport Day	8/2/2026
EJFR	Jefferson County Fair	8/14-8/16