



WILDFIRE

STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES (DNR)

AMENDMENT NO. 2

TO

FORESTLAND RESPONSE AGREEMENT, DNR CONTRACT NO. 93-098964

PI: 221, 222, 223, 224

Funding Source: State

Grant Funded: ☒ No

OMWBE: ☐ Small Business ☐ Veteran Owned ☒ Not Applicable

Procurement method: ☒ Exempt, Department of Enterprise Services, Sole Source Contract Policy No. POL-DES-140-00, Section 5, Item 2, RCW 39.26.125(10)

Washington State UBI #: 601 155 638

Statewide Vendor (SWV)#: SWV0095525

Federal EIN #: 91-1131414

The Forestland Response Agreement (FLRA) by and between the Washington State Department of Natural Resources, South Puget Sound Region, hereinafter referred to as "DNR" or AGENCY, and Enumclaw Fire Department, formerly King County Fire District No. 28, hereinafter referred to as "District/Department" is amended as follows:

Section 3. Term is hereby amended as follows:

3. **Term.** The term of this agreement is from May 20, 2019, or date of execution, whichever is later, though December 31, 2026.

The reason for this change is to extend the current FLRA to allow more time for the development of revised DNR FLRA Agreement with Fire District and Departments.

Section 9. Operation Guidelines is amended to include a new subsection (3) which reads as follows:

- (3) **Prescribed (RX) Fire Dispatch:** See Attachment A – Operational Guidelines for resources ordered through the DNR Region or Division for dispatch outside of the District/Department jurisdictional boundaries; which is incorporated by reference herein. The guidelines for Fire Dispatch are the same, whether that be for a Wildland Fire Incident or Prescribed Fire.

Reason for the change is to add a subsection to Section 9 of the FLRA regarding Prescribed Fire Dispatch under this Agreement.

Attachment A, Operation Guidelines, last paragraph in the Section titled; “DNR Agrees to:” is amended to read as follows:

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

The reason for this change is to clarify the procedure for renting vehicles for Off-road use.

The effective date of this Amendment is 12/10/2025, or the last date of execution, whichever is later.

ALL OTHER TERMS AND CONDITIONS of the original contract and any subsequent amendments remain in full force and effect.

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

IN WITNESS WHEREOF, the parties hereby execute this Amendment.

ENUMCLAW FIRE DEPARTMENT

Signed by:

 0D8173EF41A8423...
 Signature Date
 12/9/2025
Ben Hayman
 Name
Fire Chief
 Title
1330 Wells Street
Enumclaw, WA 98022
 Address
360-825-5544
 Telephone

**STATE OF WASHINGTON
 DEPARTMENT OF NATURAL
 RESOURCES – SOUTH PUGET
 SOUND REGION**

Signed by:

 711C6793FA8840F...
 Signature Date
 12/10/2025
Don Melton
 Name
Region Manager
 Title
950 Farman Avenue North
Enumclaw, WA 98022
 Address
360-825-1631
 Telephone



FORESTLAND RESPONSE AGREEMENT

Agreement No. 93-098964

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

Enumclaw Fire
1330 Wells St
Enumclaw, WA 98022
Phone: 360-825-5544
FAX: 253-856-6541
Email: rfehr@EnumclawFire.org

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

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

1. **Purpose:** The purpose of this Agreement is to (1) provide for mutual assistance and cooperation in the control and suppression of forestland fire and therefore to contract for the District/Department to provide fire protection services to an area within the jurisdiction of DNR and located in, or adjacent to, the District/Department and to contract for the DNR to assist in fire protection services on forestland within District/Department jurisdiction; and (2) dispatch and pay for fire service resources outside the fire service District/Department jurisdictional boundaries.
2. **Scope:** This Agreement pertains to forestland fire incidents within or adjacent to the District/Department boundaries and to District/Department resources ordered through the DNR Region or Division for dispatch outside of District/Department boundaries for support provided by DNR as outlined in Attachment A – Operational Guidelines for

Resources ordered through the DNR Region or Division for dispatch outside of District/Department boundaries.

3. **Term.** The term of this agreement is **May 3, 2019** , or date of execution, whichever is later, through **May 3, 2024**.
4. **Jurisdictional Responsibility:** Within or adjacent to the District/Department boundaries, the statutory jurisdictional responsibility for fire control on forestland varies. It may be:
 - (1) **Sole DNR Jurisdiction:** Land subject to Forest Fire Protection Assessment and District/Department is NOT collecting fire protection levy
 - (2) **Sole District/Department Jurisdiction:** Land subject to District/Department fire protection levy and not subject to Forest Fire Protection Assessment.
 - (3) **Joint Jurisdiction:** Land subject to Forest Fire Protection Assessment and the District/Department is collecting fire protection levy.
5. **Mutual Aid Fire Incident Response:**
 - (1) **Sole DNR Jurisdiction:** In the event of a fire emergency in a sole DNR jurisdiction area, the DNR will respond. The District/Department may respond to provide immediate control action, minimize fire loss, and thereby indirectly protect its own jurisdiction area. DNR may request response from the District/Department to gain timely initial attack and control action, or to supplement DNR resources.
 - (2) **Sole District/Department Jurisdiction:** In the event of a fire emergency in a sole District/Department jurisdiction area, the District/Department will respond. DNR may respond to provide immediate control action, minimize fire loss, and thereby indirectly protect its own jurisdiction area. The District/Department may request that DNR provide supplemental resources for fire emergency operations and support.
 - (3) **Joint Jurisdiction:** In the event of a fire emergency in a joint jurisdiction area, both DNR and the District/Department will respond, subject to the availability of resources.
6. **Off-Season Incidents:** For this Agreement, no incident will be considered off-season. Fire season will be January 1-December 31 each year.
7. **Command:**
 - (1) **Sole DNR Jurisdiction Incidents:** When the District/Department is the first arriving agency, the District/Department on-site initial responders shall establish command until released by a representative of DNR.

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

8. Fire Control and Suppression Definitions:

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

9. Operation Guidelines:

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

- 10. Fire Investigation:** The District/Department and DNR agree to protect the origin area of any fire to the best of its ability. Fires will be jointly investigated when an incident originated in a joint jurisdiction area. A DNR fire investigator may investigate fires originating on, spreading to or threatening land subject to Forest Fire Protection Assessment (i.e., sole DNR or joint jurisdiction areas).

11. Costs:

- (1) **Charges Not Required:** One purpose of this Agreement is mutual assistance and cooperation in the control and suppression of fires (see Section 1 - Purpose). In most instances, resource costs will not be charged to the other party. However, there may be circumstances or conditions where the District/Department or DNR desires or is required to charge, or request reimbursement, for resource costs as described in Subsections (2), (3), (4), and (5) below.

- (2) **Sole DNR Jurisdiction:** If the District/Department responds, DNR will pay for District/Department personnel and equipment costs outside of mutual aid unless otherwise negotiated.
- (3) **Sole District/Department Jurisdiction:** If DNR responds, the District/Department will pay for DNR personnel and equipment costs outside of mutual aid unless otherwise negotiated.
- (4) **Joint Jurisdiction:** Initial attack through complete extinguishment of the fire, each party will pay its own costs.
- (5) **DNR Dispatch:** If District/Department personnel is dispatched by DNR outside of District/Department jurisdictional boundaries, DNR will pay for District/Department personnel and equipment costs.

12. Cost Reimbursement Procedures:

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

13. Cost Reimbursement Rates:

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

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

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

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

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

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

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

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

- a. "Any Auto" (Symbol 1).
- b. If District/Department-owned personal vehicles are used, the BAP must cover "Owned Autos Only" (Symbol 2).
- c. If District/Department hires autos, the BAP must cover "Hired Autos Only" (Symbol 8).
- d. If District/Department employee's vehicles are used, the BAP must cover "Non-Owned Autos Only" (Symbol 9).

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

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

- (4) **Workers Compensation Insurance or Equivalent:** The District/Department shall comply with all state of Washington workers compensation statutes and regulations. Coverage shall be provided for all employees and volunteers of the District/Department and shall include bodily injury (including death) that arises out of or in connection with the performance of this Agreement.
15. **Service Limitations.** The responses and fire suppression services provided for under this Agreement are intended to be rendered on the same basis as such services are rendered to other areas within the District/Department or DNR jurisdictions and neither party assumes liability for failure to provide services by reason of any circumstances beyond the party's control. In the event of simultaneous fires or medical aid calls within the areas covered by this Agreement whereby facilities of either party are taxed beyond the party's ability to render equal protection, the officers and agents of the party shall have sole discretion as to which call shall be answered first. The responding party shall have sole discretion to determine the manner and method of responding to and handling emergencies under this Agreement consistent with Section 7 - Command of this Agreement.
16. **Benefits.** This agreement is entered into for the benefit of the parties to this agreement only and shall confer no benefits, direct or implied, on any third persons.
17. **Renegotiation and Modification:** The terms and conditions of this Agreement may be renegotiated at the request of either Party between January 1 and March 1 of any year. Any modification or amendment of this Agreement must be in writing and must be signed by duly authorized agents of the Parties.
18. **Assignment and Delegation:** This Agreement, or any right or interest therein, may not be assigned or otherwise transferred by either Party without the prior written consent of the other Party. Any attempted assignment shall be void unless made in strict conformity with this section.

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

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

DNR AGREEMENT MANAGER
Name: Jane Potter
Title: Fire Regulations Coordinator
Address: 950 Farman Ave No
City/State/Zip: Enumclaw, WA. 98022
Phone: 360-825-1631
Email: jane.potter@dnr.wa.gov

DISTRICT/DEPARTMENT AGREEMENT MANAGER
Name: Randy Fehr
Title: Fire Chief
Address: 1330 Wells St
City/State/Zip: Enumclaw, WA 98022
Phone: 360-825-5544
Email: RFehr@EnumclawFire.org

This Agreement supersedes all previous agreements.

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

DISTRICT/DEPARTMENT

Randy Fehr 5/14/19
Signature Date
Randy Fehr
Printed Name
Fire Chief
Title

STATE OF WASHINGTON

DEPARTMENT OF NATURAL RESOURCES

Scott Sargent 5/20/19
Signature Date
Scott Sargent
Printed Name
South Puget Sound Region Manager
Title

DISTRICT/DEPARTMENT

Signature Date

Printed Name

Title

DISTRICT/DEPARTMENT

Signature Date

Printed Name

Title

DISTRICT/DEPARTMENT

Signature Date

Printed Name

Title

Operation Guidelines

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

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

This Agreement extends to paid members:

- Washington Fire Service (WFS) paid members who participate on the Northwest Interagency Incident Management Teams (NWIMT primary/alternate pool/trainee) and any paid members who wish to participate in any other capacity on incidents in which District/Department supports.

This agreement does NOT extend to volunteers:

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

District/Department agrees:

- 1) All personnel dispatched outside of their jurisdictional boundaries will have a valid Incident Qualification Card (red card) stating current qualifications; and will adhere to qualifications and standards described in PMS 310-1;
- 2) To provide a copy of the Master IQS Record for each participating employee (needed to update status in the Resource Ordering Status System (ROSS));
- 3) To keep equipment and personnel status current in ROSS by selecting option a. or b. below as the preferred option. List available resources on the following resource list addendum. (Check one):
 - a. ☐ DNR Region will give Web-Status rights to ROSS for district employees. It is the employee's responsibility to ensure that their status is accurate.
 - b. ☒ DNR Region will status your employees. For this option, you would need to provide your local DNR Region Dispatch with the status of your employees every Monday by 1200 hours. Dispatch would then update their status in ROSS for that week (0800 Tuesday to 0800 Tuesday).

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

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

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

DNR agrees to:

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

****Rental vehicles must be procured consistent with the R6 USFS rental vehicle agreement. Rental vehicle authorization must be documented on the resource order. Please speak with your local DNR Region for more specific information. In order to provide audit tracking for all rental vehicles, rentals ordered for overhead resources with ROSS O # Resource Orders, will have a support request ROSS order attached to that O# resource, with an E# assigned to the vehicle. The overhead resource and Dispatch will ensure that if that person is re-assigned or released, the supporting vehicle order will also be re-assigned or released.**

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

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

Overhead Resources

Name	Career or Volunteer	Backfill Required	Position/Qualifications	Team Affiliation or Single Resource
John Bloomer Lyle Bellah	Career	Yes	Captain/FFT2	Team
Josh Hettick	—	—	Captain/FFT1	—
Matt Williams	—	—	FFT1	—
Ryan Rodenberg	—	—	FFT2	—
Lance Hardersen Joe Brassard	—	—	—	—
Joe Dines Tony Stewart	—	—	—	—
Jared Johnson Tyler Gachen	—	—	—	—

	EQUIPMENT make, model, year, license, VIN and type	RATE/NEGOTIATED RATE *
	Ford, F450, 2001, 58314C, DAF57501EC92615, Type 6	
	Intl, 4000, 1997, 372986C, 1HTSHADR7VH443113, Type 1 Tac Tender	

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

CONTACT INFORMATION:



CITIES INSURANCE ASSOCIATION OF WASHINGTON COVERAGE CONFIRMATION

The terms, conditions, and exclusions shown here are brief overviews included in, but not limited to, the coverages provided by the Cities Insurance Association of Washington. The terms and conditions offered may differ from your prior policy and from what you requested in your submission. This document is not intended to be used as a direct reflection of all coverages or to replace or alter the Memorandum of Coverage in any way. Information represented in this Coverage Confirmation is subject to the exclusions, terms, limitations, and conditions of the Memorandum of Coverage. All specific coverage, exclusion, and limitation questions should be referred directly to the Memorandum of Coverage and all attached endorsements. In the event of differences, the Memorandum of Coverage will prevail. Participating companies are non-admitted, unless otherwise stated. Non-admitted companies are not regulated by the Washington State Insurance Commissioner and are not protected by the Washington State Guaranty Fund. Clear Risk Solutions will process all surplus lines filings on any excess and surplus lines policies, if applicable, on behalf of CIAW. The Memorandum of Coverage is subject to audit. Defense costs are outside the limits, unless excess limits are purchased. Defense costs are inside the limits for members with excess liability limits scheduled on file with the company. For claims made coverages, a copy of the Extended Reporting Period MOC language is available upon request.

It is the responsibility of the broker or covered member to review this document to confirm its accuracy. Companies are subject to change prior to December 1.

Notice of Cancellation for Non-Payment

We may cancel coverage within 60 days in the event of non-payment of premium. Notice of cancellation will be mailed to the Covered Member's last known address and will indicate the date on which coverage is terminated. If applicable, a copy will be mailed to the broker of record on file.

Covered Member:

King County FPD #28 & Special Rescue
1330 Wells St
Enumclaw WA 98022

Broker:

American Heritage Corporation

Coverage Period: 12/01/2018 to 12/01/2019

Coverage Confirmation Expiration Date: 03/01/2019 at 12:01 a.m.

Member Since: 07/01/1999

Authorized Signature:

Administered by Clear Risk Solutions

COVERAGE CONFIRMATION PROPERTY COVERAGE PART

Item 1. Limit of Coverage: Each Occurrence \$100,000,000

Real and Personal Property
(excluding Earthquake and Flood)

Item 2. Sublimits of Coverage:

The Sublimits of Coverage shown below do not increase the overall Limits listed above.

- 1a. \$15,000,000 Sublimit for Earthquake per Occurrence and in the Annual Aggregate.
- 1b. \$15,000,000 Annual Group Aggregate for Earthquake.
- 2a. EXCLUDED Sublimit for Flood per Occurrence and in the Annual Aggregate except that covered Property located at the time of loss in any flood zone identified by FEMA as Zones A, AO, AH, A1 through 30, AE, A99, AR, AR/A1 through 30, AR/AE, AR/AO, AR/AH, AR/A, VO, V1 through 30, VE, and V; or a similar high risk FEMA rating are subject to the following Flood sublimits:
 - \$ 1,000,000 per Occurrence and Annual Aggregate, and
 - \$15,000,000 Annual Group Aggregate.
- 2b. EXCLUDED Annual Group Aggregate for Flood.
- 3. \$1,000,000 Sublimit for combined Transit and off Premises Extension per Occurrence.
- 4. \$5,000,000 Sublimit for combined Business Interruption and Extra Expense per Occurrence.
- 5. \$1,000,000 Sublimit for Accounts Receivable per Occurrence.
- 6. \$5,000,000 Sublimit for Rental Income per Occurrence.
- 7. \$1,000,000 Sublimit for Valuable Papers per Occurrence.
- 8. \$2,500,000 Sublimit for Additionally Acquired Property per Occurrence.
- 9. \$250,000 Sublimit for Newly Built or Constructed Property per Occurrence.
- 10. \$10,000,000 Sublimit for Electronic Data Processing per Occurrence.
- 11. \$25,000 Sublimit for Random Attack of Computer Hack or Virus per Occurrence.
- 12. \$25,000 Sublimit for Re-keying Expense per Occurrence and Annual Aggregate.
- 13. \$1,000,000 Sublimit for Fine Arts per Occurrence.
- 14. Lesser of 25% of the amount paid for direct physical loss or \$1,000,000 sublimit for Debris Removal Expense Extension per occurrence.
- 15. \$250,000 Sublimit for Cost of Clean Up Extension per Occurrence and Annual Aggregate.
- 16. Ordinance or Law Coverage A: The building value of the undamaged portion of the building as reported in the Property Schedule on file with the Company per Occurrence.
- 17. Ordinance or Law Coverage B: Demolition Cost is 25% of the building value as reported in the Property Schedule on file with the Company per Occurrence.
- 18. Ordinance or Law Coverage C: Increased cost of construction is 25% of the building value as reported in the Property Schedule on file with the Company, subject to a combined single limit of \$10,000,000 for coverages B and C combined, per Occurrence
- 19. \$50,000 Sublimit aggregate Temporary Safeguard of Property Extension per Occurrence.
- 20a. \$100,000 Sublimit for Mold or Other Fungi as a result of covered losses.
- 20b. \$300,000 Annual Group Aggregate for Mold or Other Fungi as a result of covered losses.
- 21. \$100,000 Sublimit for Walkways, Roadways, Courts, and other similar paved surfaces per Occurrence.

Item 3. Deductible:

Real and Personal Property
(except Earthquake and Flood (and
Automobile Physical Damage for
Scheduled Automobiles))

Each Occurrence: \$250

Automobile Physical Damage
for Scheduled Automobiles

Per Schedule on file with Company

Rental Vehicles Physical Damage

Each Occurrence:

- \$250 Fire Districts/Special Districts
- \$1,000 Cities

Earthquake: The greater of 2% of the total value of all Property at the Locations suffering loss or \$50,000 loss per occurrence. Total value of all Property means the total value of all Property shown in the statement of values on file with the Company at the time of loss. A Location means a single street address or if no street address, single legal description.

Flood: \$25,000 each loss per occurrence except that covered Property located at the time of loss in a flood zone identified by FEMA as Zones A, AO, AH, A1 through 30, AE, A99, AR, AR/A1 through 30, AR/AE, AR/AO, AR/AH, AR/a, VO, V1 through 30, VE, and V; or a similar high risk FEMA rating are subject to the following Flood Deductibles:

- \$500,000 per occurrence applying to each building damaged, and
- \$500,000 per occurrence applying to Personal Property within a building, and
- \$500,000 per occurrence applying to all other covered Property.

COVERAGE CONFIRMATION

LIABILITY COVERAGES

Item 1. Deductible:

a.	General Liability Coverage Part	Each Occurrence	\$0
b.	Wrongful Act Liability Coverage Part	Each Wrongful Act	\$250
c.	Miscellaneous Professional Liability	Each Wrongful Act	\$250
d.	Automobile Liability Coverage Part	Each Accident	See schedule
e.	Uninsured/Underinsured Motorist Coverage		
	Property Damage	Each Accident	\$100/\$300
	Bodily Injury	Each Accident	\$0
f.	Employee Benefits Liability	Each Employee Benefits Incident	\$0
g.	Sexual Abuse Liability	Each Sexual Abuse	\$0
h.	Stop Gap Employer's Liability	Each Accident	\$0
i.	Law Enforcement Liability	Each Occurrence	\$0
		Each Accident	See schedule

Item 2. Limit of Coverage:

The Sublimits of Coverage shown below do not increase the overall Limits listed for Liability Coverages.

a.	General Liability Limit	Each Occurrence	\$10,000,000
	Products and Completed Liability Sublimit	Each Occurrence	\$10,000,000
		Annual Aggregate	\$20,000,000
	Premises Liability Sublimit	Each Occurrence and Aggregate	\$1,000,000
	Garage Liability Sublimit	Each Occurrence and Annual Aggregate	\$1,000,000
	Sewer Back-up Sublimit	Each Occurrence and Aggregate	\$2,000,000
	Failure to Supply Sublimit	Each Occurrence	\$2,000,000
b.	General Liability	Annual Aggregate	\$20,000,000
		Group Aggregate	\$50,000,000
	Failure to Supply Sublimit	Annual Aggregate	\$2,000,000
		Group Aggregate	\$50,000,000
c.	Wrongful Act Liability Limit	Each Wrongful Act	\$10,000,000
	Miscellaneous Professional Liability Sublimit	Each Wrongful Act	Included
d.	Wrongful Act Liability	Annual Aggregate	\$10,000,000
	Miscellaneous Professional Liability Sublimit	Annual Aggregate	Included
		Group Aggregate	\$50,000,000
e.	Employee Benefit Liability Sublimit	Each Employee Benefits Incident	\$10,000,000
		Annual Aggregate	\$20,000,000
f.	Automobile Liability Limit	Each Accident	\$10,000,000
	Limited Garagekeepers Sublimit	Each Accident	\$1,000,000
	Uninsured/Underinsured Motorist Sublimit	Each Accident	\$1,000,000
g.	Stop Gap Employer's Liability Sublimit	Each Accident	\$10,000,000
		Annual Aggregate	\$20,000,000

h.	Defense Costs	Each Occurrence/ Each Wrongful Act	\$2,000,000
i.	Unmanned Aircraft Liability Sublimit	Each Occurrence And Aggregate	\$1,000,000
	Unmanned Aircraft – under 30 lbs. total weight and FAA Compliant		
j.	Sexual Abuse Liability Sublimit	Each Sexual Abuse	\$10,000,000
		Annual Aggregate	\$10,000,000
		Group Aggregate	\$30,000,000
k.	Law Enforcement Liability Sublimit	Each Occurrence/ Each Accident	\$10,000,000
		Annual Aggregate	\$20,000,000

Item 3. Retroactive Date:

Wrongful Act Liability (including Miscellaneous Professional)	09/01/1991
Employee Benefit Liability	09/01/1991

Coverage #: CIAW181934643
Covered Member: King County FPD #28 & Special Rescue

COVERAGE CONFIRMATION CRIME COVERAGE PART

Item 1. Deductible:

Employee Theft	Each Occurrence	\$250
Forgery or Alteration	Each Occurrence	\$1,000
Money and Securities	Each Occurrence	\$1,000
Computer Fraud	Each Occurrence	\$1,000
Funds Transfer	Each Occurrence	EXCLUDED

Item 2. Limit of Coverage:

Crime Coverage Part	Each Occurrence and Annual Aggregate	\$1,000,000
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The Sublimits of Coverage shown below do not increase the overall Limits listed above.

Coverage Agreements	Sublimits of Coverage
Employee Theft - Per Loss Coverage	\$1,000,000
Employee Theft - Per Employee Coverage	EXCLUDED
Forgery or Alteration	\$1,000,000
Inside the Premises - Money and Securities,	\$250,000
Inside the Premises - Robbery or Safe Burglary of Other Property	\$250,000
Outside the Premises - Money and Securities	\$250,000
Computer Fraud	\$250,000
Funds Transfer Fraud	EXCLUDED
Money Orders Counterfeit Paper Currency	EXCLUDED
Faithful Performance	Included in Employee Theft sublimit

COVERAGE CONFIRMATION

EQUIPMENT BREAKDOWN COVERAGE PART

Item 1. Deductible:

Equipment Breakdown Coverage Part:

Cities and Special Districts:	One Accident	\$2,500 Combined, All Coverages
Fire Districts:	One Accident	\$500 Combined, All Coverages
All Motors and Pumps (All Member Deductible):		\$10,000

Item 2. Limit of Coverage:

Equipment Breakdown Coverage Part	One Accident	\$100,000,000
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Item 3. Sublimits of Coverage:

The Sublimits of Coverage shown below do not increase the overall Limits listed above.

Property Damage:	Included
Business Income:	Included
Extra Expense:	Included
Service Interruption:	Included
Perishable Goods:	\$500,000
Data Restoration:	\$100,000
Computer Equipment:	Included
Off Premises Property Damage:	Excluded
Contingent Business Income:	Included
Demolition:	25% of building or tenant's improvements or betterments value
Ordinance or Law:	25% of building or tenant's improvements or betterments value
Expediting Expenses:	Included
CFC Refrigerants:	Included
Hazardous Substances:	\$5,000,000
Extended Period of Restoration:	30 days
Newly Acquired Locations:	Included; 365 days
Service Interruption Waiting Period:	24 hours

COVERAGE CONFIRMATION

PRIVACY & NETWORK LIABILITY AND DATA BREACH POLICY

Item 1. Deductible:

If Encryption Technology is Utilized:	\$10,000 per Claim
If Encryption Technology is Not Utilized:	\$50,000 per Claim

Item 2. Limit of Insurance:

a. Privacy Liability	Each Occurrence And Aggregate	\$1,000,000
b. Network Security Liability	Each Occurrence And Aggregate	\$1,000,000
c. Network Extortion	Each Occurrence And Aggregate	\$1,000,000
d. Data Breach (utilizing ACE USA Data Breach Service Team)	Each Occurrence And Aggregate	\$1,000,000
e. Data Breach (not utilizing ACE USA Data Breach Service Team)	Each Occurrence And Aggregate	\$100,000
f. Regulatory Proceedings	Each Occurrence And Aggregate	\$100,000
g. Payment Card Industry (PCI)	Each Occurrence And Aggregate	\$100,000
h. Internet Media Liability	Each Occurrence And Aggregate	\$100,000
i. All Liabilities above	Group Annual Aggregate	\$3,000,000
j. Data Breach Group Aggregate (utilizing ACE Data Breach Team)	Group Annual Aggregate	\$1,000,000
k. Data Breach Group Aggregate (not utilizing ACE Data Breach Team)	Group Annual Aggregate	\$300,000
l. Regulatory Proceedings	Group Annual Aggregate	\$500,000
m. Payment Card Industry (PCI)	Group Annual Aggregate	\$500,000
n. Internet Media Liability	Group Annual Aggregate	\$500,000

PARTICIPATING CARRIERS

THE FOLLOWING CARRIERS REINSURE THE DESIGNATED PORTIONS OF THE MOC:

Coverage Part:	Carrier:
Property Coverage	Munich Reinsurance America, Inc. (A+ XV) (Admitted) Hallmark Specialty Insurance Company (A- VIII) (Non-Admitted) Great American Insurance Company (A+ XIV) (Admitted)
General Liability Coverage	Munich Reinsurance America, Inc. (A+ XV) (Admitted)
Automobile Liability	Munich Reinsurance America, Inc. (A+ XV) (Admitted)
Wrongful Act Liability	Munich Reinsurance America, Inc. (A+ XV) (Admitted)
Crime Coverage	Munich Reinsurance America, Inc. (A+ XV) (Admitted)
Equipment Breakdown Coverage	Hartford Steam Boiler Inspection and Insurance Company of Connecticut (A++ X) (Admitted)

THE CARRIERS BELOW PROVIDE COVERAGE FOR THE FOLLOWING LINES OF BUSINESS ON A SEPARATE MASTER POLICY:

Line of Business:	Carrier:
Privacy & Network Liability And Data Breach Policy	Illinois Union Insurance Company (Chubb) (A++ XV) (Non-Admitted)