



RFA Governing Board
MEETING AGENDA

**West Benton Regional
Fire Authority**
1200 Grant
Prosser, WA 98350

DATE: Regular Board Meeting
June 15, 2021
TIME: 18:00 hours
LOCATION: **REMOTE MEETING - ZOOM**

WBFR Zoom Meeting Information:
[Click here to connect to the meeting](#)
Meeting ID: 275 438 3418
[Please call the office for the password](#)

Call to Order
Flag Salute
Roll Call

Attendees will participate remotely, via zoom, due to the COVID19 Virus

Public Comments

Governor Inslee issued a proclamation that suspends portions of the Open Public Meetings Act (OPMA) and the Public Records Act (PRA) to help minimize in-person contact. Please contact the District Secretary 509-786-3873 for information on accessing the conference call.

CONSENT AGENDA

1. **Agenda Approval** – June 15th, 2021 Regular Board Meeting
2. **Approval of Minutes** – June 1st, 2021
3. **Voucher Approval** – #21063001 thru #210603010 in the amount of \$16,662.61

OLD BUSINESS

1. **Equipment Purchases**
 - Local Program Loan Status Update
2. **EMS**
 - 2022 EMS Plan – Discussion

NEW BUSINESS

1. **Correspondence**
 - Governing Board
 - Staff Reports
2. **Agreement**
 - Review and Approve Data Agreement between WBFR and SAO
3. **Open Board Position**
 - Replacement of Commissioner

Executive Session

Pursuant to RCW 42.30.140, Collective bargaining sessions with employee organizations, including contract negotiations, grievance meetings, and discussions relating to the interpretation or application of a labor agreement; or (b) that portion of a meeting during which the governing body is planning or adopting the strategy or position to be taken by the governing body during the course of any collective bargaining, professional negotiations, or grievance or mediation proceedings, or reviewing the proposals made in the negotiations or proceedings while in progress.

4. **Good of the Order**
 - Good of the Order

5. Approval of Vouchers • Reminder to email your approvals

6. Next Board Meeting • July 6th, 2021

7. ADJOURN

**WEST BENTON REGIONAL FIRE AUTHORITY
TUESDAY JUNE 1, 2021
WBRFA HEADQUARTERS STATION 310**

CALL TO ORDER AND FLAG SALUTE

Chairman Clizbe called the June 1, 2021 West Benton Regional Fire Authority regular meeting to order at 6:00pm. Due to Zoom meeting, flag salute was postponed.

ROLL CALL

Present: Commissioners David Moon, Richard Clizbe, Shane Williams, Randy Fox and Dewey Holliday
Others in attendance: Fire Chief Seth Johnson, Randy Cobble (Citizen), Kevin Wesley (Union Attorney) and Administrator Jessica Trevino

PUBLIC COMMENTS

No Public Comment

CONSENT AGENDA

Commissioner Fox moved to approve the consent agenda with the amendment of adding a discussion about shift Captain. Commissioner Williams seconded the motion. The motion carried.

EXECUTIVE SESSION

- Executive Session entered into under RCW 42.30.140 regarding strategy adoption for collective bargaining. Session began at 6:05 pm and was projected to last for 45 minutes.
- Executive session ended and regular meeting reconvened at 6:50 pm and no action taken.

OLD BUSINESS

EQUIPMENT PURCHASES

- Payments to Rosenbauer's has been mailed off. Approximately \$20,000 was saved by sending in a prepayment.

2022 EMS PLAN

- Commissioner Williams – nothing to report. There should be a meeting and update at the next Commissioner meeting.

NEW BUSINESS

CORRESPONDENCE

- Governing Board
 - Nothing to report.
- Staff Reports
 - Chief Johnson reported that the fire danger has changed from NCF level 1 to NCF level 2. It will be closely watched over the weekend. Several natural cover fires have popped up and fuels are dry. Fire season is here. 2 new residents are onboarding.
 - Administrator Trevino reported finished the annual report.

OPEN BOARD POSITION

- **Replacement of Commissioner**
 - Chief Johnson reported on the open letter asking for Commissioner replacements. Commissioner Williams moved to publicize the open Commissioner letter asking for applications. Commissioner Fox seconded. The motion carried. June 25th will be the closing date and the new Commissioner will be onboarded at the first meeting in July.

CONTRACTS

- Jessica Trevino Professional Service Contract.
 - Commissioner Williams moved to approve Jessica Trevino's professional service contract as presented. Commissioner Moon seconded. The motion carried.
- Gayle Carrasco Administrator Employment Agreement
 - Chief Johnson reported on Gayle Carrasco's interview process and that Gayle was the best fit for the position. She has worn a lot of hats and will be able to step right into the position. The position was offered and accepted. Commissioner Holliday moved to approve Ms. Gayle Carrasco's employment application. Commissioner Fox seconded the motion. The motion carried.
- Review and approve Interagency Agreement with Washington State Department of Natural Resources
 - Commissioner Fox moved to approve the Interagency Agreement with Washington State Department of Natural Resources. Commissioner Fox seconded the motion. The motion carried.

ADJOURNMENT

With no further business, Chairman Clizbe adjourned the meeting at 7:17pm.

RICHARD CLIZBE, CHAIRMAN

JESSICA TREVINO, ADMINISTRATOR

VOUCHER APPROVALS

West Benton Fire Rescue

Time: 16:25:35 Date: 06/14/2021

06/17/2021 To: 06/17/2021

Page: 1

Voucher Claimant	Trans	Date	Type	Acct #	Amount	Memo	County ID
210603001 123093 BACKDRAFT OPCP, LLC	392	06/17/2021	Claims	1	274.95	FIRE & EMS PACKAGE	123093
210603002 148103 BENTON REA	393	06/17/2021	Claims	1	712.44	POWERNET, MCBEE RADIO TOWER, CHANDLER BUTTE RADIO TOWER	148103
210603003 213169 CASCADE NATURAL GAS	394	06/17/2021	Claims	1	53.37	GAS CHARGES	213169
210603004 218790 CHARTER COMMUNICATIONS	395	06/17/2021	Claims	1	86.25	TV CHARGES	218790
210603005 238803 CONNELL OIL INC.	396	06/17/2021	Claims	1	650.95	VEHICLE FUEL	238803
210603006 647816 MES NORTHWEST	397	06/17/2021	Claims	1	10,961.53	18" PPV, 2x 12Ah Bat., 2x AC CHARGERS, GARRISON BELT BASKETWEAVE	647816
210603007 710241 PACIFIC OFFICE AUTOMATION	398	06/17/2021	Claims	1	480.01	PRINTING SERVICES	710241
210603008 618814 TARGETSOLUTIONS LEARNING, LLC	399	06/17/2021	Claims	1	2,906.70	TRAINING	618814
210603009 950202 WASTE MANAGEMENT	400	06/17/2021	Claims	1	54.42	GARBAGE SERVICES	950202
210603010 962183 WESTERN STATES EQUIPMENT CO	401	06/17/2021	Claims	1	481.99	D6k2	962183
Total Vouchers:					16,662.61		

CERTIFICATION: We, the undersigned Board Members of West Benton Fire Rescue, do hereby certify, under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described and that the claim is a due and unpaid obligation against West Benton Fire Rescue and that I am authorized to authenticate and certify to said claim.

Chairman

Board Member

Board Member

Board Member

Board Member

Administrator

INTERAGENCY DATA SHARING AGREEMENT

Between

West Benton Regional Fire Authority

And the Office of the Washington State Auditor

This Interagency Data Sharing Agreement (DSA) is entered into by and between Walla Walla County Fire Protection District No. 5 hereinafter referred to as "Agency", and the Office of the Washington State Auditor, hereinafter referred to as "SAO", pursuant to the authority granted by Chapter 39.34 RCW and 43.09 RCW.

AGENCY PROVIDING DATA: Agency

Agency Name: West Benton Regional Fire Authority
Contact Name: Seth Johnson
Title: Fire Chief
Address: 1200 Grant Ave. Prosser, WA 99350
Phone: 509-786-3873
E-mail: sjohnson@westbentonfirerescue.org

AGENCY RECEIVING DATA: SAO

Agency Name: Office of the Washington State Auditor
Contact Name: Ginny Waltman
Title: Program Manager
Address: 100 N. Morain, Suite 216
Kennewick, WA 99336
Phone: (509) 734-7104
E-mail: Ginny.Waltman@sao.wa.gov

1. PURPOSE OF THE DSA

The purpose of the DSA is to provide the requirements and authorization for the Agency to exchange confidential information with SAO. This agreement is entered into between Agency and SAO to ensure compliance with legal requirements and Executive Directives (Executive Order 16-01, RCW 42.56, and OCIO policy 141.10) in the handling of information considered confidential.

2. DEFINITIONS

"Agreement" means this Interagency Data Sharing Agreement, including all documents attached or incorporated by reference.

“Data Access” refers to rights granted to SAO employees to directly connect to Agency systems, networks and/ or applications combined with required information needed to implement these rights.

“Data Transmission” refers to the methods and technologies to be used to move a copy of the data between systems, networks and/ or employee workstations.

“Data Storage” refers to the place data is in when at rest. Data can be stored on removable or portable media devices such as a USB drive or SAO managed systems or OCIO/ State approved services.

“Data Encryption” refers to enciphering data with a NIST-approved algorithm or cryptographic module using a NIST-approved key length. Encryption must be applied in such a way that it renders data unusable to anyone but the authorized users.

“Personal Information” means information defined in RCW 42.56.590(10).

3. PERIOD OF AGREEMENT

This agreement shall begin on July 1, 2021, or date of execution, whichever is later, and end on June 30, 2024, unless terminated sooner or extended as provided herein.

4. JUSTIFICATION FOR DATA SHARING

SAO is the auditor of all public accounts in Washington State. SAO’s authority is broad and includes both explicit and implicit powers to review records, including confidential records, during the course of an audit or investigation.

5. DESCRIPTION OF DATA TO BE SHARED

The data to be shared includes information and data related to financial activity, operation and compliance with contractual, state and federal programs, security of computer systems, performance and accountability for agency programs as applicable to the audit(s) performed. Specific data requests will be limited to information needed for SAO audits, investigations and related statutory authorities as identified through auditor requests.

6. DATA ACCESS

If desired, with the Agency’s permission, the Agency can provide direct, read-only access into its system. SAO will limit access to the system to employees who need access in support of the audit(s). SAO agrees to notify the agency when access is no longer needed.

7. DATA TRANSMISSION

Transmission of data between Agency and SAO will use a secure method that is commensurate to the sensitivity of the data being transmitted.

8. DATA STORAGE AND HANDLING REQUIREMENTS

Agency will notify SAO if they are providing confidential data. All confidential data provided by Agency will be stored with access limited to the least number of SAO staff needed to complete the purpose of the DSA.

9. INTENDED USE OF DATA

The Office of the Washington State Auditor will utilize this data in support of their audits, investigations, and related statutory responsibilities as described in RCW 43.09.

10. CONSTRAINTS ON USE OF DATA

The Office of the Washington State Auditor agrees to strictly limit use of information obtained under this Agreement to the purpose of carrying out our audits, investigations and related statutory responsibilities as described in RCW 43.09.

11. SECURITY OF DATA

SAO shall take due care and take reasonable precautions to protect Agency's data from unauthorized physical and electronic access. SAO complies with the requirements of the OCIO 141.10 policies and standards for data security and access controls to ensure the confidentiality, and integrity of all data shared.

12. NON-DISCLOSURE OF DATA

SAO staff shall not disclose, in whole or in part, the data provided by Agency to any individual or agency, unless this Agreement specifically authorizes the disclosure. Data may be disclosed only to persons and entities that have the need to use the data to achieve the stated purposes of this Agreement. In the event of a public disclosure request for the Agency's data, SAO will notify the Agency

- a. SAO shall not access or use the data for any commercial or personal purpose.
- b. Any exceptions to these limitations must be approved in writing by Agency.
- c. The SAO shall ensure that all staff with access to the data described in this Agreement are aware of the use and disclosure requirements of this Agreement and will advise new staff of the provisions of this Agreement.

13. OVERSIGHT

The SAO agrees that Agency will have the right, at any time, to monitor, audit, and review activities and methods in implementing this Agreement in order to assure compliance.

14. TERMINATION

Either party may terminate this Agreement with 30 days written notice to the other party's Agreement Administrator named on Page 1. However, once data is accessed by the SAO, this Agreement is binding as to the confidentiality, use of the data, and disposition of all data received as a result of access, unless otherwise amended by the mutual agreement of both parties.

15. DISPUTE RESOLUTION

In the event that a dispute arises under this Agreement, a Dispute Board shall determine resolution in the following manner. Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review facts, contract terms, and applicable statutes and rules and make a determination of the dispute.

16. GOVERNANCE

- a. The provisions of this Interagency Data Sharing Agreement are severable. If any provision of this Agreement is held invalid by any court that invalidity shall not affect the DSA Agreement between Agency and SAO
- Agency DSA: 21-01

other provisions of this Interagency Data Sharing Agreement and the invalid provision shall be considered modified to conform to the existing law.

- b. In the event of a lawsuit involving this Interagency Data Sharing Agreement, venue shall be proper only in Thurston County, Washington.

17. SIGNATURES

The signatures below indicate agreement between the parties.

Agency

Office of the Washington State Auditor

Signature

Date

Signature

Date

Title: _____

Title: _____