



*RFA Governing Board*  
**MEETING AGENDA**

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

**DATE:** Regular Board Meeting  
October 19<sup>th</sup>, 2021  
**TIME:** 18:00 hours  
**LOCATION:** [Online via the Zoom Platform](#)

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**

**Public Comments**

*Members of the public, present at an online meeting, shall make the Board aware of their desire to speak by posting in the comment section by listing their name and the topic they wish to speak on. The public may comment on items relating to any matter related to WBRFA business under the Public Comment period. Public Comments are limited to three (3) minutes per person and no more than a total of fifteen (15) minutes shall be spent on any one subject. Citizens may also speak on individual agenda items on the printed agenda. The Chairman will request for public comments at the time they are discussed or considered by the Board as presented on the WBRFA Agenda.*

**Public Hearing**

**NOTICE OF PUBLIC  
HEARING BY THE BOARD OF THE WEST BENTON  
REGIONAL FIRE AUTHORITY ON THE 2022 REVENUES  
AND PROPERTY TAX LEVY**

**Notice is hereby given that the West Benton Regional Fire Authority board will be holding a public hearing on the 2022 revenues and property tax levy at the board meeting for Tuesday, October 19th, 2021. The meeting will be held in virtually, and may be viewed on Zoom, at 6:00 p.m. Any citizen may submit written comments or appear at the hearing and speak about the proposed 2022 revenues and property tax collection.**

- Levy Certification (Draft based on Preliminary Values)
- Ordinance Res. - 2021-11 (Draft based on Preliminary Values)

**CONSENT AGENDA**

- **Agenda Approval** – October 12<sup>th</sup>, 2021 – Special Board Meeting
- **Voucher Approval** – CHECKS #2111005001 – 211005017 TOTAL = \$13,986.99

**OLD BUSINESS**

**1. EMS**

- 2022 EMS Plan – Chief Johnson (Draft ILA)

**2. COVID-19 WBRFA SOP**

- Based on Board Action from the 10.12.21 Special Meeting

**3. Shift Captain Hiring**

- Discussion Tabled Item from 10.21.21 Meeting (Position Closed 10.15.21) Tabled at the request of the Board with concerns to the Covid vaccination requirements of the department.

**4. Employee Evaluations**

- Discussion Tabled Item from 10.12.21 Meeting (Commissioners will receive forms)

**5. Reserve Apparatus Agreement**

- Tabled Item from 10.12.21 Meeting (ILA needed review by H. Ellerd)

**6. Light Duty Policy**

- Discussion Tabled Item from 10.21.21 Meeting (Chief / Local 1052)

**NEW BUSINESS**

**1. Correspondence**

- Governing Board  
Tri County Fire Commissioner Meeting Report
- Staff Reports

**2. Website Policy**

- Posting of Entire Board Packet within 24 hours of board meeting.

**EXECUTIVE SESSION**

**Pursuant to RCW 42.30.140(4a)**, 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.

**Pursuant to RCW 42.30.110(g)**, To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee.

**Good of the Order**

- Reminder to board members who attend meeting via Zoom to email voucher approval to the board secretary.

**Next Board Meeting**

November 2<sup>nd</sup>, 2021

**ADJOURN MEETING**



**BOARD OF FIRE COMMISSIONERS  
NOTICE OF PUBLIC HEARING  
PROPERTY TAX LEVY  
TUESDAY, OCTOBER 19TH – 6:00PM**

NOTICE IS HEREBY GIVEN that the Board of Commissioners of West Benton Regional Fire Authority will hold a public meeting on Tuesday October 19th, 2021, beginning at 6:00 pm. The meeting will be held virtually via Zoom. The Zoom link is available by visiting [westbentonfirerescue.org](http://westbentonfirerescue.org) and downloading a copy of the agenda, or by dialing the following number –

1-253-215-8782

Meeting ID: 785 739 0351

Passcode: 387312

The agenda for the Public Hearing is as follows:

Call To Order

Flag Salute

Roll Call

Public Comments

Consent Agenda

Agenda Approval – October 19<sup>th</sup>, 2021

Approval of Special Meeting Minutes – October 12<sup>th</sup>, 2021

Adjourn Regular Board Meeting

Public Hearing

- Levy Certification (Draft based on Preliminary Values)
- Ordinance Res. - 2021-11 (Draft based on Preliminary Values)

Reconvene Regular Board Meeting

Dated this 18<sup>th</sup> day of October 2021.

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Gayle Carrasco  
Administrator/Board Secretary



Ordinance / Resolution No. 2021-11
RCW 84.55.120

WHEREAS, the Board of Commissioners of West Benton Regional Fire Authority has met and considered its budget for the calendar year 2022; and,

WHEREAS, the districts actual levy amount from the previous year was \$ 1,880,601.00; and,

WHEREAS, the population of this district is [X] more than or [ ] less than 10,000; and now, therefore,

BE IT RESOLVED by the governing body of the taxing district that an increase in the regular property tax levy is hereby authorized for the levy to be collected in the 2022 tax year.

The dollar amount of the increase over the actual levy amount from the previous year shall be \$ 114,399.0199 which is a percentage increase of 6% from the previous year.

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

Adopted this 19 day of October, 2021.

Three horizontal lines for signatures on the left and right sides.

If additional signatures are necessary, please attach additional page.

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

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



# Levy Certification

Submit this document to the county legislative authority on or before November 30 of the year preceding the year in which the levy amounts are to be collected and forward a copy to the assessor.

In accordance with RCW 84.52.020, I, Richard Clizbe,  
(Name)

Chairman, for West Benton Regional Fire Authority, do hereby certify to  
(Title) (District Name)

the Benton County legislative authority that the Commissioners  
(Name of County) (Commissioners, Council, Board, etc.)

of said district requests that the following levy amounts be collected in 2022 as provided in the district's  
(Year of Collection)

budget, which was adopted following a public hearing held on 10/19/21:  
(Date of Public Hearing)

Regular Levy: \$1,995,000.00  
(State the total dollar amount to be levied)

Excess Levy: \_\_\_\_\_  
(State the total dollar amount to be levied)

Refund Levy: \$5,000.00  
(State the total dollar amount to be levied)

Signature: \_\_\_\_\_

Date: 10.19.2021

For tax assistance, visit <http://dor.wa.gov/content/taxes/property/default.aspx> or call (360) 570-5900. To inquire about the availability of this document in an alternate format for the visually impaired, please call (360) 705-6715. Teletype (TTY) users may call 1-800-451-7985.

## VOUCHER APPROVALS

West Benton Fire Rescue

Time: 15:53:35 Date: 10/21/2021

10/21/2021 To: 10/21/2021

Page: 1

Voucher	Claimant	Trans	Date	Type	Acct #	Amount	Memo	County ID
211005001	100065 A-L COMPRESSED GASES, INC.	782	10/21/2021	Claims	1	5.43	2" 200# PSI GAUGE	100065
211005002	114645 ARAMARK UNIFORMS SERVICES	783	10/21/2021	Claims	1	17.93	CARPET CLEANING SERVICES - OCT 2021	114645
211005003	118938 AUTOZONE	784	10/21/2021	Claims	1	81.70	18" WIPER BLADES - 2 SETS; 20" WIPER BLADE 1 SET	118938
211005004	147786 BENTON COUNTY AUDITOR-PROSSER	785	10/21/2021	Claims	1	6,539.13	2021 PRIMARY ELECTION SHARED COSTS	147786
211005005	148103 BENTON REA	786	10/21/2021	Claims	1	153.16	POWERNET ADMIN FEE / RADIO TOWERS - SEP 2021	148103
211005006	184650 BROWN'S TIRE CO. INC.	787	10/21/2021	Claims	1	19.53	MOUNT TIRE W/NEW STEM E1353	184650
211005007	213169 CASCADE NATURAL GAS	788	10/21/2021	Claims	1	64.12	NATURAL GAS - OCT 2021	213169
211005008	224155 CITY OF RICHLAND	789	10/21/2021	Claims	1	2,453.58	DISPATCH SERVICES - OCT 2021	224155
211005009	238803 CONNELL OIL INC.	790	10/21/2021	Claims	1	897.85	VEHICLE FUEL - OCT 2021	238803
211005010	573925 LIFE ASSIST INC	791	10/21/2021	Claims	1	226.82	MAD DEVICES - NASAL SYRINGE	573925
211005011	PNW EMERGENCY EQUIPMENT DBA GENERAL FIRE APPARATU	792	10/21/2021	Claims	1	741.20	(3) ATTACK COMBAT FIRE HOSE	
211005012	750313 QSB LLC QUALITY SIGNS	793	10/21/2021	Claims	1	1,150.45	POWDER COAT "FIRE STATION 310"	750313
211005013	SNURE LAW OFFICE, PSC	794	10/21/2021	Claims	1	450.00	LEGAL SERVICES - SEP 2021	
211005014	932292 VALLEY SPRAY	795	10/21/2021	Claims	1	442.80	LAWN & PEST MAINTENANCE	932292
211005015	936148 VERIZON	796	10/21/2021	Claims	1	361.08	DATA USAGE - SEP 2021	936148
211005016	950201 WASTE MANAGEMENT	797	10/21/2021	Claims	1	22.21	GARBAGE SERVICE - SEP 2021	950201
211005017	991160 YAKINDO WEB DESIGNS, INC.	798	10/21/2021	Claims	1	360.00	WEBSITE MAINTENANCE	991160

Total Vouchers:

13,986.99

# VOUCHER APPROVALS

West Benton Fire Rescue

Time: 15:53:35 Date: 10/21/2021

10/21/2021 To: 10/21/2021

Page: 2

Voucher Claimant	Trans	Date	Type	Acct #	Amount	Memo	County ID
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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

*Jayle Carrasco*  
\_\_\_\_\_  
Administrator

**WEST BENTON REGIONAL FIRE AUTHORITY  
TUESDAY OCTOBER 12<sup>ST</sup>, 2021  
WBRFA HEADQUARTERS STATION 310**

**CALL TO ORDER AND FLAG SALUTE**

Chairman Clizbe called to order the October 12<sup>th</sup>, 2021, for the West Benton Regional Fire Authority special meeting at 6:00 pm. The meeting was held via, and the regular flag salute was postponed.

**ROLL CALL**

**Members Present:** Commissioners Richard Clizbe, Shane Williams, David Moon, Dewey Holliday, and Lisa Galbraith. All Commissioners attended virtually via Zoom.

**Others in attendance:** Fire Chief Seth Johnson, and Administrator Gayle Carrasco attended remotely, along with Fire Captain Scott Friend and Charles Damron.

**Public Audience:** The public citizens who were spoke that evening about Covid-19 Vaccine mandating were Jason Reiner, Jolene Stagg, Darin Greybill, Juli McGahey, and Mr. Garcia

**PUBLIC COMMENTS**

- Jason Rainer opened the public comments with his question to the board if the covid vaccine policy was creating a volunteer firefighting position only which meant the volunteer would be only able to fight fires and not provide EMS. The Chairman stated the board had discussed several options. He clarified the boards' goal was to create a policy before the deadline so the department would not loose volunteers and to keep the department intact. The Chairman explained to the speaker the wording in the policy states there will be no interaction with patients and the board discussed several options such as weekly testing. The Chairman reminded Mr. Rainer the fire department collects revenue in tax dollars to fight fires and that no tax dollars are collected by the fire department to provide EMS. None of the departments' money is marked EMS but it is factored into the budget. The first step and goal are to create a policy as outlined by the Governor to meet the mandate deadline. Mr. Rainer asked the board if vaccine policies were the same for the hospital as for fire districts. Chairman Clizbe replied that he cannot address that question as he is not familiar on the covid policies for other agencies. Mr. Rainer described his knowledge of a hospital board policy as it related to being able to provide patient care. The Chairman explained to Mr. Rainer the mandate discusses fire fighters and lower in the mandate the volunteers are discussed and this state that volunteer fire fighters do not do patient care. Mr. Rainer asked if there is a policy for full time paid staff. Commissioner Holliday informed the speaker that the full-time staff is represented by IF Local 1052 and there is a current MOU in place. "Memorandum Of Understanding" on how the full-time paid staff are managed for the vaccine mandate. Mr. Rainer asked what is that MOU? Commissioner Holliday stated he did not have the MOU in front of him but the representatives from the local union negotiated with the governing board, and the fire chief on the MOU terms of how paid staff is to be managed. Mr. Rainer stated on how this is visible through all the quasi governments, fire district, hospital districts, school districts, and stressed his belief the vaccine should be fair amongst the department volunteers and paid staff, and then referred to school board and their policies. Mr. Rainer states to allow everyone a chance for an exemption and that there is a lot of frustration in the community over the issue and the community is not seeing things go well. Commissioner Williams requested the floor and then informed Mr. Rainer they have been working extensively as a governing board on how they can deal with the Governors' mandate and that they have spoken with attorneys to try and figure out the best options as the governing board has available as an agency within the parameters of the laws that currently exist, an even though the public may not see it. Until the vaccine mandate became an issue that attracted the public attention, people generally don't attend our public meetings. Commissioners William restates the board is trying to remedy this with what works best within their legal parameters so not to lose volunteers. People do have the right to apply for an exemption. He reminds Mr. Rainer and the audience that policy that is being discussed tonight is for volunteer fire fighter staff only and this has taken more time for the board to establish the vaccine mandate policies. Due to behavior choices from the public and not having the cooperation from public, the disruption resulted with the board having to

reschedule that meeting as to allow the board and the fire chief to complete the necessary WBRFA board business. Commissioner Williams refers to the previous information of the MOU provided by Commissioner Holliday and this being a six (6) page document which outlines the exemptions in more detail. Commissioner Williams reassures the public that board is working on this and doing the best they can as an agency that still has to comply the law but still wants to remain the personnel. The Chairman points out to Mr. Rainer and to the public that there are 6 pages of minutes of the boards' discussion on just this subject issue from 9/7 and 9/21, and to read those to convey the in-depth discussions the governing board has conducted. Chairman Clizbe thanked Mr. Rainer for his comments and asked Fire Chief Johnson if there was another person requesting to make a public comment. Darin Graybill announces himself and brings up some points which he states that he will briefly read through his notes. He states that he is going to ask question for the commissioners and Chief Johnson to think about. Mr. Graybill reads the core values from the westbentonfirerescue.org website. Then Mr. Graybill provides data he collected from the website. After reading the core values from the department website Mr. Graybill poses a question about the supporting the staff to Chief Johnson derived from the core values, he read from the department website and how this is carried out when forcing someone against their will to put a vaccine in their body which is against their religious or personal beliefs or else be terminated? Mr. Graybill then refers to the department website being outdated and read data comparing the percentage of fire calls being less vs the percentage of EMS calls as of August 8<sup>th</sup>, 2021. Mr. Graybill describes his view of the volunteer covid vaccine policy as being unlogic and he describes the interaction of a fire fighter with a patient and transporting patients to the hospital as being a limited amount time with a patient providing patient care. He states that the local hospital has accommodated all the exemptions submitted while having more interaction with the patients. Mr. Graybill the directs his comments to the commissioners. He states we the people are sick and tired of politicians and people in public office that won't stand up for the people that they swear to represent and fight for and should this ruling be enforced they will not forget it when it comes time to vote. He then states how he is aware of who has the power to keep the fire chief in his position or relieve him of his duties and he continue to pressure them. The Chairman states he must move the public comments along as time limits continue to be exceeded. Chairman Clizbe thanked Mr. Graybill for his questions. Bonacio Garcia III spoke next and stated he is running for United States congress district #4. He is also an Iraq combat veteran, a republican a patriot. His motto is God, family, country. Mr. Garcia describes his belief how the firefighters' jobs are under attack, and their families are under duress. He stresses the seriousness of the decisions before the Fire Chief and Commissioners. He believes that the Governor for the State of Washington and the United States President are inadequately incorrect. Government doesn't always solve all problems. The Voters are the backbone of the community. They are the tax paying community that provide the firefighters jobs because the voters know it is needed. Mr. Garcia states that the vaccine has no studies on what it does. He refers to the new media and percentage of people who have received the vaccine. He states the people are under duress and the mandate is breaking the first amendment rights, thus being restricting peoples' freedoms concerning religion by not offering a waiver. He then refers to the 14<sup>th</sup> amendment; section 1 and the case Plessy vs Ferguson. Mr. Garcia states his belief on the covid policy will take away careers, homes, medical benefits, and he won't stand for, and this is one reason he will be our next congressman. He then guarantees when he is in office, he will remember this, and his voters and constituents will remember this. He then states to have the board look at all the children brought out in the cold to protest. He restates several times the covid vaccine mandate in not acceptable to him and not the United States of America and he is there fighting for that. He then recommends to the board not to listen to the Governor Inslee and to not listen to President Biden as he believes they have enacted unlawful orders. Chairman Clizbe thanks Mr. Garcia for his thoughts and kindly thank him for his military service. Fire Chief Johnson informs Chairman Clizbe that Jolene Stagg has requested to speak next. Jolene states her belief on the way the board is granting exemptions is totally unacceptable. She reads a twitter quote given by Kentucky Congressman Thomas Massey. "Inserting needles and chemicals into people without their consent is violence. Depriving them of their basic human rights because they won't give consent is also violence." A portion of Ms. Stagg's comments was not audible due to baby crying. She believes asking for an exemption is unacceptable. She then states the death rates after receiving the Covid vaccine for the quote unquote pandemic the world is facing and how she wants the board to stand up and stop acting accountable to emperor Inslee because they are the people the board represent and serve. The Chairman thanks Ms. Stagg and offers his appreciation for her comments. Chief Johnson informs the Chairman of a raised hand to speak in the Zoom meeting by the name of Juli McGahey. Ms. McGahey states she has received a vaccination and received

the Delta variant vaccination, and she states how she is aware that they had spread the Delta virus to other people and being vaccinated did not stop her from spreading the covid and delta virus. Why is it a concern if she can spread it as being vaccinated compared to another person who is not vaccinated? She states she does not know the purpose of the vaccinations. Is it to stop the spread of the virus when people who have been vaccinated can still spread the virus? She asks why not be able to send out firefighters who have or have not been vaccinated based on her experience spreading the virus after being vaccinated. Chairman Clizbe replies to Ms. McGahey that unfortunately he did not have a good answer for her, and he and the board are trying their best to navigate their way through what is best to protect the fire department and the community. Ms. McGahey interrupts by stating the board is telling non vaccinated firefighters that they cannot have their jobs while her belief is that vaccinated firefighters can spread the virus just the same. Chairman Clizbe states to Ms. McGahey he can understand her point of view, and he did not want to enter a medical debate as he is not in the medical field, and the board is focus on navigating the Governor's mandates. Ms. McGahey restates her understanding is the board is taking away the livelihood of firefighters. Chairman Clizbe assures Ms. McGahey they have not taken away anyone's livelihood and they are working on ways to get around the loss of staff. Chairman Clizbe refers to amount and length of previous public comments and discussions with the board trying to move forward. Chairman Clizbe informs the attendees that the boards governing policy for time allowance on one subject is 15 minutes. The board has allowed this length of time to be extended. For the good of the board to finalize business he reminds the public that he will need to conclude the topic for the covid vaccination policy. Chairman Clizbe requests to hear Ms. Jolene's public comments. She states that she has the understanding as the board members are elected officials which means their number one job is to uphold the constitution. Following mandates and political agendas is not the job for the board, and they are to interpret and apply the constitution to every situation. Before we are through, she wanted to know the board's decision-making process as it relates to the constitution. She does not believe the course of action of the board has been conducted as a constitutional public. She asks for clarity and then thanks the board, and Chief Johnson as she realizes the situation has not been an easy one navigates. Chairman Clizbe gives his thanks to Jolene and that he appreciates her taking the time to provide comments. The Chairman refers to Chief Johnson and if there is anyone else requesting to give public comments. Chief Johnson informs the Chairman everyone has provided their comments. Public comments then concluded.

## **CONSENT AGENDA**

Commissioner Shane Williams made a motion to approve the consent agenda for October 12<sup>th</sup>, 2021,2021. Commissioner Lisa Galbraith seconded the motion. The motion carried.

## **OLD BUSINESS**

### **1.) EQUIPMENT PURCHASES**

**Loan Status for Equipment Acquisition (Reimbursements):** Fire Chief Johnson began his report by explaining that within the board members packet are the documents submitted to the State Treasurer for reimbursement on small equipment purchased for the Type 1 apparatus.

**Equipment Acquisition:** The Chief reported that he received an email update from the Rosenbauer company about the status on the Type 1 engines. This email included pictures with the cabs being mounted on the chassis. Regarding the upcoming inspection trip, the Chief expects to learn of a confirmed date within the next couple of weeks. Commissioner Holliday requested the floor to ask a question from the chief. Commissioner Holliday asked Chief Johnson if all the purchases are what had been approved within the original budget back in January or February 2021? Chief Johnson reported that this is correct, and all the Type 1 apparatus was approved as a package from approximately 45K to 55K to cover loose apparatus for the Type 1 engines. The cost of the apparatus is all factored in with the original Local Program Loan. The Chief states he has worked with Captain Damron reviewing all the loose equipment bids that he has received, and the apparatus is currently projected to come in under budget. They are doing the purchases they can now, and they will hold off until the mid-inspection builds, and the engines are finished. This is to avoid any unexpected change orders that could come up or to move around within that loan structure. Commissioner Holliday thanked Chief Johnson for his apparatus briefing.

## 2.) EMS 2022 Plan:

Commissioner Williams reports that a meeting has been calendared for 10/13/21. He anticipates some progress to be made at this meet to finish up the framework so he will be able to provide information to the board. Chairman Clizbe raises his concern being 10 months into the EMS Plan with very slow progress. Vice Chair Williams assures that even though it may appear as there has been no progress, there has been progress made on getting the framework and he is hoping if all goes as he expects at the meeting tomorrow, he will have the framework to provide to the board at the next meeting. Vice Chair asked for any questions. commissioner Holliday stated he did have several questions. The first question was what is the framework paperwork for specifically? Commissioner Holliday apologies as he is Zooming into the board meeting from California, and he did not have his prepared notes. He recollects a meeting back in January about this process and the only way to proceed with the EMS plan was to have a Levy. He was not aware if the board had approved moving down this path without EMS Levy monies. Commissioner Holliday asked the question if the board is considering moving down this path without an EMS Levy at this point? Vice Chair states that this is part of the process that they are looking into. There are factors on the hospital side and our side that they are looking at and it wasn't necessarily with an EMS levy, they were looking at starting with an agreement with the hospital. Vice Chair Williams agrees that eventually they will have to have an EMS Levy to fund the program entirely. There has been a lot back and forth work with the hospital attorneys and the department attorneys reviewing documents. Commissioner Williams assures the board he will have answers for the board at the next board meeting. Commissioner Holliday states he personally is not interested in pursuing the EMS plan with an ILA or agreement and points out that he has brought this to the attention of the board in past board meetings. Commissioner Holliday states the problem he foresees is 3 years down the road it is quite possible the hospital could determine they do not want to agree with the ILA or contract with the terms they are to pay the department in place, and the hospital has the community comfort of security with knowledge the fire department is responsible for the EMS services. If the hospital terminates the ILA, the fire department is then responsible for the EMS, the department has the appearance of the bad guy in the situation if the hospital decides to stop paying. Commissioner Holliday wanted to make sure to the board he is heard clearly that he against an ILA or a contract with the hospital for EMS services. Vice Chair responds to Commissioner Holliday that he has been heard clear and gives encouragement with having patience they will be answers to many of the boards and Commissioner Holliday's questions and concerns, thus giving the board to be informed to base a sound decision. Commissioner Holliday respectfully replies, this sounds good. The Chair invites the board for any further questions on the EMS plan. Commissioner Moon asks if there have been expenses drafting the EMS plan thus far? Vice Chair states that possibly an hour of two of legal fees may have been charge to the fire department. The bulk of the drafting for the EMS has been paid by the hospital. Chief Johnson believes there may be less than 3 hours of attorney time billed.

## 3.) COVID-19 VACCINE POLICY:

2<sup>nd</sup> Reading on the Covid Policy which pertains only to volunteer fire fighters, Chairman asks for any questions. Commissioner Holliday mention his concerns in having documents of this type posted on the website for the public. He believes that possibly having this document posted to the website it could have minimized some of the controversy the department has been faced with. Commissioner Holliday states he would like to readdress the issue of board packets and having a better sense of transparency later in the meeting. The Chairman informed Commissioner Holliday this had been on the departments website as well as placed in the drop box to the commissioners. Commissioner Holliday asks whereas he did not locate it on the department website? Concerns with placing the documents in a timely fashion for the board and the public was asked and using the drop-box will not be open transparency. It is Commissioner Holliday's understanding that it is board policy that documents such as policy 2409 be made available to the public. Chairman Clizbe suggests to the board to table the Covid-19 policy to the board. The board requests to move forward. Commissioner Holliday makes a motion to approve WBRFA policy 2409 as written. Commissioner Williams seconded the motion. The motion carried.

## 4.) SHIFT CAPTAIN HIRING

Chief Johnson informs the board the position will close at the end of day Friday. The Chief has received (3) applications as of current, and he has knowledge of multiple persons working on completing their employment application packet. The Chief anticipates at the least (3) more applications prior to the close of the position posting.

## 5.) EMPLOYEE EVALUATIONS

Chairman Clizbe asked if the other members of the board had received their employee evaluation forms, and Commissioner Williams and Commissioner Galbraith stated they had not received these forms. Chairman Clizbe stated those will be sent out and the evaluations will be discussed at the next meeting.

## 6.) RESERVE APPARATUS AGREEMENT

Chairman Clizbe stated he did not see much in change from the previous agreement presented to the board. Chief Johnson informs the board the change was small, but the impact of the change was significant. The Chief states that he had not yet received this back from the department's attorney's review. The City of Grandview attorney has made changes, and he has not yet heard back yet from her. The fire department's attorney initially disagreed with the agreement and is in tune with the intent of the agreement. Chief Johnson suggests holding off on the apparatus agreement until it has been approved by Heidi Ellerd. The board agrees, item will be tabled to the next meeting.

## NEW BUSINESS

### 1.) CORRESPONDENCES

**Governing Boards:** No meetings attended. Commissioner Holliday stated he that if it is not a current policy to have the entire board packet be provided on the fire department website then he would like to make this a board policy. He states that this boards serves at the discretion of the public and transparency is key. If it is not a board policy, he would like everything that is going to be discussed as part of the agenda and have the board packet if this requires a motion, he will make one. A question was risen if it was a board policy, and this was uncertain. Commissioner Williams stated he was not positive if it was a board policy, but it had been a long-standing practice. Commissioner Holliday states that he has reviewed the last (18 Months) of postings to the department's website, and not all that is discussed at the board meetings has been posted to the website. He believes that as a board this is an issue that needs to be corrected. Commissioner Williams states that short of items to be discussed in an executive session he has not found that to be the case or unless last minute surprises came up to which items were not available in which the board has tabled until the next meeting. Fire Chief Johnson clarifies to the board that currently there is not a policy. Commissioner Moon states he believed the same as Commissioner Holliday and it had been a policy in place. The Chief further explains that as far as the website is concerned, the department in not required due to the size of the agency and having fewer than (10) full time employees, however the department does have a long-standing tradition of keeping it current with the agendas and minutes. If the board would like this to happen there may be some technical issues to work out with storage size. Commissioner Holliday states that is absolutely the direction he would like to move forward with. Chairman Clizbe requests this be investigated as to place the board packets on the department website in their entirety. Commissioner Moon would like to solidify this with a policy. Commissioner Holliday requests a motion from Commissioner Moon. Commissioner Moon makes a motion to make a policy to post all items on the agenda for the public to see on the westbentonfirerescue.org website and all board packets. S. Williams seconded the motion. Commissioner Holliday paused the motion with an amendment to the motion, to include the time frame of at least 24 hours prior to the board meeting. The motion carried.

**Staff Reports:** Fire Chief Johnson reported that a couple weeks prior the WRSB (Washington State Ratings Survey Board) conducted their onsite report with himself and Captain Damron. This is the preliminary meeting. Chief Johnson reports the department did receive credit for the new engines even though they are not yet onsite. Because the money has been earmarked as well as the representative is aware of the apparatus agreement. There is 45 days until the fire protection rating is released. Other items to mention were rural water supplies, and the last 10 large incidents and doing a good job getting with the representative to give him all the information needed. The representative is aware the department is in the process of hiring 2 new 24-7 shift captains as well as the reserve apparatus agreement. The representative was very clear about anything that could have a positive impact on our fire protection class rating to submit those things to him as they come. Crews went to down to the Prosser High School to do some presentations for the health occupation class for 2 different periods, and they have been invited back to conduct more presentations to the winter trimester. Great positive feedback was given from both the students and from the crew members. Chief Johnson reminded the board member of the WFCFA Conference included the Snure Seminar. The Chief states he is looking forward to the PMH meeting tomorrow. The district Fire Chief's met last week, and they have an extensive discussion on radio infrastructure. The status of it and future improvements. Last Saturday was the first recruit academy which is partnered with the City of Grandview and the City of Sunnyside,

and the department has 2 recruits in this. Most the classes happen in our facility and there will be a burning towards the end of the class located in Yakima. Nothing to report by Administrator Carrasco noted.

**2.) PRELIMINARY 2022 BUDGET**

Fire Chief Johnson presented the board with a preliminary 2022 budget and took time to review the projected expenditures and the revenues. Chairman Clizbe stated he had reviewed the budget and he did not see many significant changes. He asked the board if they wish to go thru it by item. Chief Johnson recommended going down the line items and targeting the high spots and begun with his projected 2022 revenues. 4% increase to revenues due the passage of the lid lift levy in 2020. Enrollment numbers were down in the high school. Next year he will surplus 1 Engine and (2) Type 5's. Total projected revenues for 2022, being conservative is at 7.4% increase. Moving onto expenditures and the fire control budget. He placed a 3% cola increase for the top step captain. All in all, a 21% increase to salaries which includes shift A and shift B captains. Increasing line items which increased were mentioned by Chief Johnson, such as Deferred Comp, Benefits, Health & Dental. Postage was increased. 2022 is an audit year and Chief Johnson review the expense from the previous one and 10K should be sufficient for this audit. Communications did increase due the off-site backup, monitoring and firewalls with Benton REA. RMS went up substantially. A new thing next year is PS tracks software which is a department wide inventory system and is approved by the state auditor – 4K sign on charge. Target to have 6 new firefighters next year, all and all a 3.2% increase in that category. Staff uniforms, protective clothing has increased along with increases to personnel, total increase of 15%. Decrease was made from the EMS operational supplies to realistic number to what the history has been expended. Vehicle Fuel was increased by 3K. Repair & Maintenance 2.9% increase in apparatus. Suppression services repair & maintenance the equipment is substantially better so less expenses for repair & maintenance with a 13% decrease. 5K removed from prevention education and locate campaign education options without charge. Increase to tuitions stems from CBC increased costs.

**3.) LIGHT DUTY POLICY**

Fire Chief Johnson requested direction from the board on how they are to move forward on implementing a light duty policy. Chief Johnson clarified this policy is not related to the vaccine mandate and this is to be used in events where an employee has been injured and therefore cannot perform their duties as assigned and a physician prescribes criteria. Chairman Clizbe requests a sample policy to submitted. Chief Johnson stated he will gather up some sample policies and get these to the board is the next couple days for the board to review and bring this back later.

**EXECUTIVE SESSION**

- R. Clizbe stated to break into Executive Session per 42.30.140. The board agreed to break from the special meeting at 7:14 p.m. to hold an executive session for 60 minutes. The board reconvened from the executive session, and they had resumed the regular board meeting at 8:15 p.m. No Action Taken.

**AMENDED AGENDA**

- Commissioner Williams made a motion to amend the agenda to discuss the subject related to the Covid-19 vaccine mandate and the procedures for staff that has submitted a request for exemption to obtain the vaccination. Commissioner Holliday seconded the motion. The motion carried. The board had discussed what type of masks to wear and Covid-19 testing weekly. Commissioner Holliday asked Commissioner Galbraith how fast the turnaround time in the Covid-19 is testing. Commissioner Galbraith stated this depends on where one goes, and it can be as quick as 2 hours or if 72 hours. It would be important to identify where they are going. Commissioner Holliday clarifies the covid testing with the board, and that a paid staff or volunteer staff must submit a negative test which is good for 7 days. Commissioner Holliday states that he is in agreeance to what Commissioner Moon has recommended. The discussion moved onto the wearing of masks when you're on duty and being inside the facility or outside the facility. N95 will be worn with any patient care, and gloves and the PPE. The Chairman states a need to state the items that has been agreed upon. Blue mask will be worn anytime in the station, and the covid testing weekly, the PPE, and individuals are required to submit the results which are good for 7 days. Once a week. This will keep everyone working. Commissioner Moon asks if there should be a written explanation in the policy that states the outcome for not submitting an exemption or obtaining the vaccine and understating the consequences. Clarification on Commissioner Moon's statement was requested by Commissioner Galbraith. Commissioner

Holliday likes Commissioner Moon's comment but is not sure they need to acknowledge the pros of getting the vaccine. It would be good as part of their reasonable accommodations to have something to sign for what is their responsible and the portion of risk to provide patient care, and that the department has done everything possible to protect them and there is still an inherit risk. Commissioner Holliday adds one more thing, which relates to Commissioner Moon earlier comment and that pertains to one that is on duty and in the station or not. If an employee is operation under an exemption the minimum mask regulations should be the blue masks, that is inside or outside this is what is expected says Commissioner Holliday. Commissioner Galbraith states reasonable accommodation must be reasonable, and she understands what Commissioner Holliday is getting at, but refers to being on shift 24 hours to which a person may need relief of their mask and may be an option to step outside to do so. Commissioner Galbraith states that going outside to remove one's masks for 10-15 minutes should certainly be okay. Commissioner Williams agrees. The Chairman asks Chief Johnson if he has all the boards thoughts to generate the policy. Chief Johnson replies with his understanding of the terms. As far as weekly testing goes, the Chief states his department meets on Wednesday evenings, and this could be used for the time for the weekly Covid testing for the volunteers prior to drill. Paid staff could be difficult, but the Chief stated a staff member could turn in their results of their negative testing prior to the start of their work week depending on their schedule and this would be a Monday or a Tuesday. Surgical masks on property or while on duty. Chief Johnson would like to come back to this one as he states he has questions on this he would like to ask the board for guidance. N95 and PPE on medical calls, the Chief states absolutely. The Covid results is the responsibility of the individual. The surgical masks on property or on duty topic was readdressed by Chief Johnson, understanding that outside, by themselves should be allowed to remove masks. Chief Johnson mentions the volunteer's sleeper shift staff, what does this look like, during meal periods, sleeping, cohabiting. Commission Williams states he believe masking is also required for these positions. Commissioner Galbraith states sleeping in a mask proves to be difficult which is obvious just like attempting to eat with a mask. Commissioner Moon compares going to a restaurant and being able to eat without a mask, and this should be the same and one is exempt from wearing the mask at that time. One leaves their room to use a restroom, then a mask must be put on says Commissioner Moon, it is common sense stuff. Commissioner William states that he agrees and in their rooms by themselves a mask is not an issue. In the general common areas would be an issue of concern agrees Commissioner Moon, Williams, and Galbraith. Chairman Clizbe asks if this gave him more clarity, and Chief Johnson states that it had well. Chief Johnson asks the board about the non-allowance of the at home Covid test vs the PCR testing. Commissioner Galbraith recommends the PCR. Chief Johnson foresees a problem with a possible situation when a staff member has not been able to obtain a test or receive negative results back within the time allotted, and the Chief asks the board if that transpires what would be the consequences? The Chairman states there are ample testing sites available. Chief Johnson foresees time loss if one leaves during their shift, or has not made time, or cannot get in. On Volunteers it is simple as they would not respond to calls until a test has been submitted. As far as career staff the Chief asks for how this situation is to be handled. Commissioner Moon states this is a tricky one as he believes this should be passed by the union. Chief Johnson replies that discussion would be needed. It may boil down to if an employee is eligible for employment until a negative Covid test is submitted. Commission Moon suggests that an employee would need to use their sick or vacation time until a negative test has been submitted and stresses that is a discussion with the union. Commissioner Holliday agrees with Commissioner Moon. PTO would be required until a negative test is submitted. Commissioner Williams feels this is a reasonable accommodation. Commissioner Williams states this would be a part of their position, and this is a requirement the same as certification and one could use PTO or leave without pay status. Chief Johnson states he will reach out to Commissioner Holliday and get with Mr. Wesley and have the discussion with the labor group if that is the direction he is to go. Commissioner Galbraith brings up the importance to place with this and that is a timeline for review and being updated as time has transpired, and things change such as Covid numbers are going. Sunset provision is what Commissioner Moon suggests. A question is being brought forth by Commissioner Holliday to the Chairman, and this he asks if the board is seeking to create a policy? Or is this board action? Concerns being the timeframe to create policy and board action could be immediate. The Chairman states he wants to act first at the meeting, and soon he wants a policy created. The Chief states he will have to summarize all of this in a procedure already and present this to the board. He reminds the board about the future change in Governor mandates and proclamations. More discussion amongst the board and the chief took place over the pros and cons vs a policy or an action by the board. The Chief states he could create a procedure based on what the board stipulates from the board meeting is a much more movable item to have in place vs a policy. Commissioner Galbraith states this is the reason she was given as to why the school board does not have a

policy in place. Commissioner Moon asks if they are to act and then the Chief will create an SOP? This is the census of the board. The Chairman requests a motion from the board. Commissioner Williams makes the motion to proceed with an SOP as discussed for reasonable accommodations as outlined in the board’s discussions. Commissioner Moon seconded the motion. Commissioner Holliday requested to amend the motion to include all exemptions that have been granted be grandfather in. Commission Holliday states this is to avoid any loss of employees or volunteers. The deadline to obtain a policy was stated by the board as a concern, it was stated that finding the gray areas is needed and if the need to extend their time frame to create a policy, then they shall extend it out. Commissioner Moon asks if this affects hiring the new captains, and they will not go back a repost the position. Chief states he is in the middle of the process. He does not know if it would be appropriate to amend it currently, and Commissioner agrees at this time to amend as the position is already out, and this could be revisited down the road. Commissioner Holliday rebuts and agrees with Commissioner Moon and says the covid policy must be submitted if an exemption is to be sought by the applicant. Commissioner Williams states not to mess with the job posting at this time and believes it would not be wise. Commissioner Moon states changing the timeline is to be considered if needed. Revisiting down the road may exclude valid candidates states Commissioner Holliday and he would rather address it now and restructure the timeline and get it correct, and not base it on inaccurate information. The procedure will be created tomorrow by Chief Johnson. To be clear there has not been an exemption approved or denied at this time. Having the procedure written out is vital says the Chief. He also states he can amend the job posting, and this is up to the board to decide. Commissioner Galbraith states that the current meeting agenda has already been amended and she suggest the topic of having the timeline changed or amended in the hiring of the (2) shift captains be tabled later. The Chairman agrees with Commissioner Galbraith and says the timeline for the hiring of the new captains will be tabled to the next board meeting. The consensus of the board is to have the positions close by the date of Oct 15<sup>th</sup>, then revisit this subject at the Oct 19<sup>th</sup> board meeting. Chief Johnson states he is preparing a procedure on the board motion for the action of what they had been stated and voted on. Lastly, Commissioner Galbraith asked if the board meeting will be going back to in-person? Chairman Clizbe stated not at this time and moving forward the board meetings will be held remotely via Zoom.

**GOOD OF THE ORDER**

- Chairman Clizbe reminded the board to email their approvals on the payment of vouchers and the next regular board meeting will be October 19<sup>th</sup>, 2021.

**ADJOURNMENT**

With no further business, Chairman Richard Clizbe adjourned the meeting at 8:49 p.m.

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RICHARD CLIZBE, CHAIRMAN

*The West Benton Regional Fire Authority’s minutes are intended to be a reasonable summary of the RFA’s governing board deliberations and actions. The Minutes are not a verbatim record of everything said at the meeting. The minutes include all actions taken by the West Benton Regional Fire Authority Board.*

*Gayle Carrasco*  
\_\_\_\_\_  
GAYLE CARRASCO, ADMINISTRATOR





2. **Services Provided.** WBRFA agrees, consistent with the requirements of Sections 3 and 4, to provide all services as set forth below within the service area described in attached Exhibit 1 (the “Service Area”).

2.1 **Ambulance Service.** WBRFA shall provide all services necessary for basic and advanced life support EMS 24 hours per day, seven days per week, as more particularly described in attached Exhibit 2 Performance Standards and Levels of Service.

2.2 **Training and Education.** WBRFA agrees to provide training and education to all EMS personnel in accordance with applicable statutory and regulatory requirements and consistent with the levels of service specified in this Agreement.

3. **Ambulance Service Staff.**

3.1 **Transfer of Current PMH EMS Employees.** WBRFA will interview PMH employees currently working in its EMS department and may, at its discretion, offer employment to such employees.

~~3.2 **Collective Bargaining.** Each party has undertaken to collectively bargain the impact of this Agreement upon the respective labor unions which represent each party’s employees. The parties further acknowledge that the integration of PMH employees into the WBRFA’s organizational structure has been in conjunction with the respective labor unions which represent each party’s employees and the parties have reached agreement both with the labor unions, with each other, that the seniority rights of PMH Personnel will remain intact and will transfer their employment with WBRFA.~~

3.2 ~~3.3~~ **WBRFA as Employer.** WBRFA shall be responsible for the provision of all employees and volunteers, including scheduling, training, and maintaining all necessary training and personnel records, managing all collective bargaining agreements, administering all discipline and responding to and resolving all employee claims and grievances.

4. **Level of Service.**

4.1 **Uniform Service Level.** Except as otherwise provided herein, WBRFA will provide a uniform level of service in the Service Area. WBRFA will provide a minimum level of service in the manner identified in Exhibit 2.

4.2 **Assignment and Stationing of Personnel and Equipment.** Subject to more specific provisions herein relating to staffing and performance standards, set forth in attached Exhibit 2, WBRFA shall be responsible for the assignment and stationing of all personnel and equipment of WBRFA to meet the needs of the Service Area.

4.3 **Changes in Services.** During the term of this Agreement, service changes may be mandated that are beyond the control of either party. Additionally, subject to mutual agreement, either party may desire to change the services including but not limited to those services identified in Section 2. Where a service change is required because of a change in law, the parties may, by mutual agreement, renegotiate the Agreement to comply with the change in law

and, if the cost of the services is impacted, the parties may, by mutual agreement, renegotiate the payment for service required by this Agreement. If a service change is mutually desired, the parties will renegotiate the services and the corresponding change in the payment of services, if any, required ~~as a result~~because of the change in service.

~~5. —~~ **Equipment.**

5.1 **Equipment Use, Maintenance and Repair.** Effective as of the Commencement Date of this Agreement, WBRFA shall purchase for a price of \$1 all of the rolling stock and other equipment listed in Exhibit 3. WBRFA ~~agrees to perform all maintenance of said equipment consistent with the manufacturer's recommended maintenance schedule or such schedule utilized by PMH prior to this Agreement, whichever is at a higher standard.~~

~~5.2 —~~ Ambulances. ~~Effective as~~will be responsible for the costs of service, maintenance, and repair of the ~~Commencement Date of this Agreement, WBRFA shall purchase for a price of \$1 the two (2) medic vehicle ambulances listed in Exhibit 4. WBRFA agrees to perform all maintenance of said equipment consistent with the manufacturer's recommended maintenance schedule or such schedule utilized by PMH prior to this Agreement, whichever is at a higher standard~~listed equipment.

6. **Payment.** For provision of the service by WBRFA, PMH shall (in addition to providing equipment set forth in Section 5 above) pay WBRFA the amounts set forth in Exhibit 54 to this Agreement:

6.1 Payment Schedule. The parties agree that the ~~total contract amounts to be paid by PMH to WBRFA pursuant to Exhibit 4 shall be paid according to the~~ payment defined schedule specified in Exhibit 5 shall be paid within thirty (30) days of the beginning of each calendar quarter~~4.~~

6.2 Interest. Interest at the Washington State Local Investment Pool rate shall begin to accrue on any quarterly payment which is not received by WBRFA within thirty (30) days after the applicable date set forth above.

6.3 Ambulance Fees. WBRFA shall be solely responsible for establishing, imposing, and collecting EMS and ambulance transport fees ~~within PMH.~~

6.4 Other Sources of Funding. Within ~~three (3) years of the~~ execution initial term of this Agreement, WBRFA ~~will~~may seek an EMS Levy as provided by WAC 458-19-060 and/or establish the ambulance and EMS services as a public utility pursuant to RCW 35.21.766. If WBRFA establishes an EMS Levy or a public utility, that source of funding will replace the funding outlined in this agreement.

7. Independent Municipal Corporations. The parties recognize and agree that the parties hereto are independent government entities. Except for the specific terms herein, nothing herein shall be construed to limit the discretion of the governing bodies of each party. Nothing herein shall be construed as creating an association, joint venture, or partnership between the parties, nor to impose any partnership obligations or liabilities on either party. Neither party shall

have any right, power, or authority to enter into any agreement or undertaking for or on behalf of, to act as or be an agent or representative of, or to otherwise bind the other party. Specifically, and without limiting the foregoing, subject to compliance with Exhibit 2 Performance Standards, WBRFA shall have the sole discretion and the obligation to determine the exact method by which the Services described in Section 2 above are provided within WBRFA and PMH.

8. Reporting and Joint Committee. The WBRFA Fire Chief, or designee, and PMH Superintendent, or designee shall act as the administrators of this Agreement for the purposes of RCW 39.34.030. The administrators of this Agreement shall meet at least once per calendar year on or before [REDACTED] for the purpose of communicating about issues related to this Agreement and to present the Performance Standards report as required by Exhibit 2. The administrators of this Agreement shall present a joint report to the committee for its review prior to such annual meeting.

9. Additional Municipalities. In the event that WBRFA and PMH desire to expand the scope of this Agreement to include additional fire protection districts, regional fire authorities, or other municipal corporations as parties hereto, WBRFA and PMH agree to meet and discuss such changes and any agreed changes shall be in the form of a written amendment to this Agreement.

10. Indemnification. To the extent permitted by law, PMH and WBRFA shall each defend and hold harmless the other from all claims, damages, fines or attorneys' fees and costs (collectively, "Liabilities") to the extent and in proportion that such Liabilities arise from the negligent or willful acts or omissions of the indemnifying party, its elected officials, employees, agents or contractors.

11. Insurance. Throughout the Term, WBRFA shall maintain commercial general liability coverage and professional liability coverage, each with minimum limits of at least one million dollars per occurrence and two million dollars annual aggregate and such other insurance coverage as is standard in the industry.

12. Termination.

12.1 Termination of Agreement for Cause by PMH. District may terminate this Agreement immediately upon written notice to WBRFA if WBRFA fails substantially to perform any material term of this Agreement and that failure continues for a period of thirty (30) days after PMH has given WBRFA written notice of the cause for termination.

12.2 Termination of Agreement for Cause by WBRFA. WBRFA may terminate this Agreement immediately upon written notice to PMH if PMH fails substantially to perform any material term of this Agreement and that failure continues for a period of thirty (30) days after the WBRFA has given PMH written notice of the cause for termination.

12.3 Termination without Cause. After the Initial Term, either party may terminate this Agreement, without the need to establish cause, upon providing not less than one hundred eighty (180) days' written notice to the other party.

12.4 Wind Up Period. In the event of a material breach of this Agreement that has not been cured by the expiration of the cure period, the parties shall, unless the parties mutually agree otherwise in writing, continue to perform their respective obligations under this Agreement for a minimum of [redacted] months after the expiration of the cure period (the “Wind Up Period”); provided however that the Wind Up Period shall be [redacted] months if the material breach involves PMH’s failure to make the Contract Payment or WBRFA’s failure to provide services; provided, further, that during the Wind Up Period, the parties shall coordinate their efforts to transition services.

13. Notices. Any and all notices or communications required or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been given upon receipt when personally delivered or sent by overnight courier or two (2) days after deposit in the United States mail if sent by first class, certified or registered mail, return receipt requested. All notices shall be addressed to the parties at the addresses set forth below or at such other address as either party may specify by notice to the other party:

To PMH: Prosser Public Hospital District

\_\_\_\_\_

Attn: Superintendent

To WBRFA: West Benton Regional Fire Authority

\_\_\_\_\_

Attn: Fire Chief

14. Entire Agreement/Modification. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior negotiations or discussions with respect thereto. This Agreement may be amended or modified by written instrument signed by the parties hereto.

15. Assignment. No party to this Agreement may assign its rights or obligations hereunder.

16. No Benefit to Third Parties. This Agreement shall not be construed to provide any benefits to any third parties. Specifically, and without limiting the foregoing, this Agreement shall not create or be construed as creating an exception to the Public Duty Doctrine.

17. Dispute Resolution. PMH and WBRFA will work cooperatively to resolve any disputes using the following procedure prior to commencing any legal action: Prior to any other action, PMH and WBRFA shall meet and attempt to negotiate a resolution to such dispute. Jurisdiction and venue for any unresolved dispute shall be in the Benton & Franklin Counties, Washington Superior Court.

18. Filing Requirements. Upon execution of this Agreement, the parties shall file a true and complete copy thereof in compliance with the provisions of Chapter 39.34 RCW.

19. Authorization. Each party does hereby represent and warrant to the other that it is duly authorized to enter into and to carry out the terms of this Agreement.

20. Effective Date. This Agreement shall take effect and be in force on January 1, 2022.

IN WITNESS WHEREOF, the parties hereby execute this agreement as of the day and year first set forth above.

PROSSER PUBLIC HOSPITAL DISTRICT

WEST BENTON REGIONAL FIRE  
AUTHORITY

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

# Exhibit 1

Coverage area would consist of Benton County Trauma Region 5.



## Exhibit 2

The following response model shall be considered the base level of EMS response from WBRFA during the initial term of this agreement.

### Station 310 Personnel

<u>Days Personnel</u>	<u>Shift Personnel</u>
<u>Fire Chief</u>	<u>Shift Captain (1)</u>
<u>Days Captains (2)</u>	<u>Shift Volunteer (1)</u>
<u>Medical Services Officer (1) (NEW)</u>	<u>Resident Firefighter (2)</u>
	<u>Career Firefighter (1) (NEW)</u>
	<u>Career Firefighter/Paramedic (2) (NEW)</u>

### Typical Incident Deployment

- First EMS Incident
  - One Medic Unit staffed with Two Career Firefighters
- Second EMS Incident/Emergent IFT
  - One Medic Unit staffed with One Career Firefighter and One Resident Firefighter
- Third EMS Incident/Fire Incident
  - Duty Chief/Duty Officer Response
  - Type 1 Engine staffed with One Career Captain, One Resident Firefighter and One Volunteer, OR
  - Type 5 Engine staffed with One Career Captain and One Resident Firefighter AND One Tender staffed with one Volunteer.

### Interfacility Transports (IFT's)

- Emergent IFT's
  - Emergent IFT's will be the primary responsibility of WBRFA.
- Non-Emergent IFT's
  - WBRFA may utilize call-in crews to perform non-emergent IFT services to PMH, however if no call-in crew is readily available, PMH staff would have to contact an outside transport provider to perform the service.
  - Contracts for outside agencies to perform non-emergent IFT's would be the responsibility of PMH.

The above-mentioned Level of Service would provide for, at minimum, one Advanced Life Support unit in service at all times.

Performance Metrics will be measured and reported against standards listed in NFPA 1720, Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments.

### Exhibit 3

<u>Asset #</u>	<u>Description</u>
<u>89</u>	<u>Defibrillator</u>
<u>103</u>	<u>Defibrillator</u>
<u>128</u>	<u>Defibrillator</u>
<u>159</u>	<u>Defibrillator</u>
<u>160</u>	<u>Defibrillator</u>
<u>290</u>	<u>Defibrillator</u>
<u>110</u>	<u>2002 Ford Ambulance</u>
<u>213</u>	<u>2008 Ford Ambulance</u>
<u>441</u>	<u>2016 Ford Ambulance</u>
<u>663</u>	<u>2019 Dodge Ambulance</u>
<u>403</u>	<u>Ambulance Cot</u>
<u>404</u>	<u>Ambulance Cot</u>
<u>572</u>	<u>Power Pro Stretcher</u>
<u>573</u>	<u>Stair Chair Pro</u>
<u>574</u>	<u>Stair Chair Pro</u>
<u>575</u>	<u>MTS Powerload</u>
<u>576</u>	<u>MTS Powerload</u>
<u>661</u>	<u>MTS Powerload</u>
<u>442</u>	<u>John Deere Gator</u>
<u>443</u>	<u>Trailer Side by Side</u>
<u>NA</u>	<u>Misc loose Ambulance Equipment (Durable Medical Equipment)</u>
<u>NA</u>	<u>Misc loose Ambulance Supplies (Disposable Medical Supplies)</u>
<u>NA</u>	

**Exhibit 4**  
**Payments to WBRFA**

The payments to be made by PMH to WBRFA for the services to be provided by WBRFA pursuant to the terms of this Agreement shall be divided into two components:

1. PMH shall pay WBRFA \$200,000 per year in return for WBRFA's availability to provide the interfacility transport services described in Exhibit 2. Such payment shall be divided into four quarterly payments with the first \$50,000 payment to be made on the Commencement Date and the second \$50,000 payment to be made on the first day of the fourth month following the Commencement Date and the following \$50,000 payments to be made on a quarterly basis thereafter.
  
2. In addition to the guaranteed payment for interfacility transport services, PMH shall pay WBRFA up to \$225,000 per year to cover the losses, if any, incurred by WBRFA in providing the services described in Exhibit 2 during the term of this Agreement. WBRFA's costs, and any losses, shall be calculated in accordance with the Ground Emergency Medical Transportation Services Cost Report submitted by WBRFA to the Washington State Health Care Authority. The losses, if any, calculated under the cost report shall be reduced by the \$200,000 guaranteed payment for interfacility transport services specified above before determining the net losses to be covered by PMH. The payments to be made by PMH to cover WBRFA's net losses shall be divided into four quarterly payments and shall be made on an interim basis in the amount of \$56,250 with the first payment to be made on the Commencement Date and the second \$56,250 payment to be made on the first day of the fourth month following the Commencement Date and the following \$56,250 payments to be made on a quarterly basis thereafter. Immediately following the submission of WBRFA's cost report to the Washington State Health Care Authority, which is required to be submitted by November 30 of each Washington state fiscal year (July 1-June 30), WBRFA shall submit a written copy of the cost report to PMH along with a calculation of the net loss (reduced by the guaranteed payment for interfacility transport services made by PMH), if any, incurred by WBRFA for the period covered by the cost report. If the net loss incurred by WBRFA during the period covered by the cost report is less than interim payments made by PMH during the same period resulting in an overpayment by PMH of WBRFA's net losses, WBRFA shall make a payment to PMH in an amount equal to the overpayment no later than 30 days following the due date for WBRFA's cost report.

Procedure 2409P  
Reasonable Accommodations for COVID Vaccinations

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The following reasonable accommodations shall be offered to the employee(s) who are granted an exemption to the COVID Vaccination Mandate, which shall become a requirement of continued affiliation or employment with WBRFA while working under a reasonable exemption.

**Weekly Testing**

The member shall submit proof of a negative COVID test to be considered eligible for work. A polymerase chain reaction (PCR) test for SARS CoV-2 which has been administered within the last 72 hours shall be the only test acceptable for this accommodation.

Testing shall be conducted on a member's own time and is not compensable. Members must submit a negative PCR in adherence to the following schedule to be considered eligible for work/response:

- Career members must submit hardcopy test results prior to the start of their regularly scheduled work week.
- Volunteer members must submit hardcopy test results at 7:00pm each Wednesday night, prior to the start of regularly scheduled fire drill. For those weeks which Wednesday night drill is cancelled (day before thanksgiving and Christmas week etc.), the test results must be turned in to the Fire Chiefs office, and a telephone call which verbally attests to the test results must be placed to the Fire Chief no later than 7:00pm.

**Mandatory Mask Usage – Non-Incident**

Members shall wear a minimum of a surgical mask while on WBRFA property, on duty, representing WBRFA in the community, and/or responding on incidents, unless one of the following conditions are met:

- The member is working alone inside an office, vehicle or dormitory room and the door is closed.
- Eating, though social distancing must still be provided for.
- The member cannot wear a facemask due to SCBA use.

**Mandatory PPE Usage – Incident**

Members shall wear the following items, as a minimum level of protection, on all incidents where medical treatment is occurring or is likely to occur:

- Eye protection
- N95 (or KN95) respirator
- Latex Exam Gloves
- Any other PPE which is required under the agencies Enhanced COVID PPE Requirement

Adopted:10/15/2021

Chief Signature: \_\_\_\_\_

**EQUIPMENT USE AGREEMENT  
BETWEEN  
WEST BENTON REGIONAL FIRE AUTHORITY,  
CITY OF GRANDVIEW,  
AND CITY OF SUNNYSIDE**

This EQUIPMENT USE AGREEMENT (“Agreement”) is made and entered into this \_\_ day of \_\_\_\_\_, 2021 by and between the West Benton Regional Fire Authority (“Authority”), City of Grandview (“Grandview”) and City of Sunnyside (“Sunnyside”). The parties are referenced herein as the “Agencies”.

**I. Recitals**

WHEREAS, the Agencies are organized and equipped to respond to fires and provide emergency medical services for the benefit of the citizens of their respective jurisdictions; and

WHEREAS, it is the purpose of this Agreement pursuant to the authority granted to the Agencies pursuant to RCW 39.34 to permit the Agencies to share in the use and upkeep of apparatus to meet the needs of each of the Agencies concerning deployment of emergency medical services to citizens of their respective jurisdictions;

WHEREAS, it has been determined by each of the Agencies hereto that it would be in the best interest of the citizens of their respective jurisdictions, and of mutual benefit to the delivery of fire suppression and emergency medical services that the Agencies designate apparatus owned by the Agencies to be shared with the other Agencies if one Agency has an emergency apparatus that is out of service; and

WHEREAS, the Agencies hereto desire to enter into this Agreement, wherein the following apparatus will be utilized by the Agencies that have an emergency apparatus that is classified as a reserve apparatus:

All apparatus shall be added or removed by mutual agreement of the Agencies as an addendum signed by representatives of all Agencies.

WHEREAS, the Agencies hereto desire to set forth their rights, duties, and responsibilities with respect to said Agreement as allowed by law; NOW, THEREFORE,

For and in consideration of the covenants contained herein, performed, and to be performed, the Agencies hereto agree as follows:

## II. **Terms and Conditions**

Section 1. The Agency that is utilizing the reserve apparatus shall not sell, recycle or destroy the apparatus during the term of this Agreement and while the apparatus is under their control.

Section 2. The owner of the apparatus shall be fully responsible for all routine repairs, maintenance, and upkeep of the reserve apparatus during the agreed term of use pursuant to this Agreement.

Section 3. It is further understood and agreed by and between the Agencies hereto that this Agreement is for the mutual benefit of assisting all Agencies in meeting their obligations to provide effective fire suppression and emergency medical services in their respective jurisdictions and for mutual aid purposes.

Section 4. This Agreement shall become effective \_\_\_\_\_, 2021 and shall remain in full force and effect until terminated by any Agency with thirty (30) days written notice at the addresses set forth below.

Section 5. All parties shall defend, indemnify and hold harmless the other parties, their officers, commissioners, staff, officials and employees from and against any and all claims, suits, actions, or liabilities for injury or death of any persons, or for loss or damage to property, which arise out of each Agency's use of the apparatus, except only such injury or damage as shall have been occasioned by the sole negligence of each individual Agency.

Section 6. The Agency that is using the apparatus shall procure, and maintain, for the duration of the use, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the apparatus including but not limited to driving the apparatus. The required insurance for the Agency using the apparatus shall be as follows:

- a) General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 covering premises, operations, products-completed operations and contractual liability. The Agency owning the apparatus shall be named as an additional insured on the Agency's General Liability insurance policy using an endorsement ISO CG 20 26 07 04 or substitute endorsement providing at least as broad coverage. The General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- b) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$5,000,000 per accident naming the Agency owning the apparatus as an additional insured.
- c) All required insurance policies shall contain, or be endorsed to contain, that the Agency using the apparatus shall be primary insurance. Any insurance, self-insurance, or self-insured pool coverage maintained by the Agency owning such apparatus shall be in excess of Using Agency's insurance and shall not contribute with it.

Section 7. Each of the Agencies hereto shall be fully responsible for all repairs, maintenance, insurance, testing, certification, and upkeep of the apparatus that is owned by them. At the end of the year each Agency shall bill the other agencies one third of the cost of that referenced above for each piece of apparatus as set forth above and the bill will be paid within thirty (30) days of receipt. Fuels used while apparatus is being used by an Agency shall be the responsibility of the Agency using the apparatus. Apparatus must be returned to reserve status with all fuels refilled.

- a) Any single repair that is projected to cost more than \$5,000 shall be approved by a majority of the administrators of this agreement.

Section 8. It is understood and agreed by and between the Agencies hereto that every effort should be made to become familiar with each other's apparatus and only use and operate apparatus that they have been trained on.

Section 9. It is not the intention that a separate legal entity be established to conduct the cooperative undertaking nor is the acquiring, holding or disposing of real or personal property anticipated. The administrators of this Agreement shall be the Fire Chiefs of the Agencies.

Section 10. It is further understood and agreed by and between the Agencies hereto that, for the purposes of liaison and the administration of this Agreement, there is hereby delegated the authority to the Fire Chiefs of each of the Agencies to jointly form an administrative board for carrying out this Agreement.

Section 11. In the event of a dispute in the interpretation of this agreement the Agencies agree to first meet in a good faith attempt to resolve the dispute, if such dispute is not resolved thereby the Agencies agree to submit the dispute to binding arbitration pursuant to RCW 7.04A.

Section 12. The Agencies to this Agreement intend that the laws of the State of Washington shall apply and in the event of any dispute under this agreement venue shall be in Benton County Washington.

Section 13. In the event of a dispute submitted to arbitration under Section 11 above, or litigation before a court of competent jurisdiction, the substantially prevailing Agency(ies) shall be entitled to their reasonable attorney's fees, to be paid by the non-prevailing Agency(ies).

IN WITNESS WHEREOF the parties have hereunto placed their hands and seals on the day and year first indicated.

**WEST BENTON REGIONAL FIRE AUTHORITY**  
**1200 Grant Ave.**  
**Prosser WA 99350**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

**CITY OF GRANDVIEW**  
**207 w 2ND**  
**Grandview, WA 98930**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

**CITY OF SUNNYSIDE**  
**818 E. Edison**  
**Sunnyside WA 98944**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_