

February 20, 2025
Finance Report
WKRFA

	Fund	Beginning Balance	Deposits	Disbursements	Ending Balance
1	General 615.1	0.00	1,135,014.08	65,202.50	1,069,811.58
2	Capital 615.3	0.00	7,232.72	0.00	7,232.72
4	Invested Gen	0.00	0.00	0.00	0.00
5	Invested CAP	0.00	0.00	0.00	0.00

1. GENERAL EXPENSE FUND 615.1: See 2025 Operating Budget table and graphs.

General Expenditure Scripts for approval

Date	Amount	Date	Amount
1/22/25	10,834.25		
1/23/25	9,707.36		
1/28/25	3,725.92		
2/05/25	2,138.20		
2/10/25	11,203.48		

2. CAPITAL FUND 667.3: See 2025 Capital summary.

Capital Expenditure Scripts for Approval

Date	Amount

3. Internal Review and Reconciliation

	Date	By
Treasurer's Report	02/11/25	Commissioner Connor
Auditor's Report	02/11/25	"
Credit Card	02/11/25	"
Petty Cash	02/11/25	"
Payroll	02/11/25	"
General Deposits	02/11/25	"

2025 Operating Budget

Updated 2/11/2025

This budget sheet is connected to the expenditure spreadsheet.

BUDGET 2025	West Klickitat Regional Fire Authority					
CATEGORY	Original Budget	FEBRUARY expenditure	Expenditure YTD	Balance	% Used	NOTES
Salaries & Wages + employee paid benefits	611,178.01	37,297.74	54,704.71	556,473.30	9%	795,844.92
Benefits (excluding employee paid)	184,666.91	(10,209.17)	(3,879.05)	188,545.96	-2%	Pension & Fed deposit are not posted for February
Volunteer Stipend	87,200.00	-	831.15	86,368.85	1%	
Volunteer Disability/Pension/lifeflight	19,930.00	-	6,580.00	13,350.00	33%	
Volunteer Recognition	3,600.00	-	-	3,600.00	0%	
Office Expense/Supplies	12,000.00	496.37	1,147.92	10,852.08	10%	
Professional Services	33,000.00	1,874.73	2,745.73	30,254.27	8%	
Insurance (Enduris)	70,000.00	-	2,962.00	67,038.00	4%	
Communications	2,560.00	880.07	1,767.48	792.52	69%	
Advertising	1,200.00	867.00	942.00	258.00	79%	Ad for IT RFP was a large expense
Vehicle Parts/Repairs/service	11,000.00	409.61	3,968.93	7,031.07	36%	
Rescue - Apparatus/Supplies	14,700.00	-	-	14,700.00	0%	
Fuel	15,000.00	812.44	1,277.00	13,723.00	9%	
Facilities/Station Repairs/Supplies	5,500.00	160.00	571.86	4,928.14	10%	
Utilities Services	29,440.00	1,614.32	4,350.27	25,089.73	15%	
Travel & Meals	5,000.00	583.52	583.52	4,416.48	12%	
Training	22,800.00	3,315.00	3,797.35	19,002.65	17%	
Fire Supplies/service	17,500.00	-	9,372.10	8,127.90	54%	
EMS Supplies/service	3,600.00	30.00	30.00	3,570.00	1%	
Uniform/apparel	5,500.00	602.56	9,934.92	(4,434.92)	181%	WKRFA new apparel costs
Prevention	1,700.00	-	-	1,700.00	0%	
Taxes (for previous year)	3,000.00	803.17	803.17	2,196.83	27%	
Dues & Fees	3,572.72	-	248.80	3,323.92	7%	
KCFD3 Legacy	5,000.00	-	-	5,000.00	0%	
Capital Reserve	134,424.96	-	-	134,424.96	0%	
Municipal Pool Investment	41,177.04	-	-	41,177.04	0%	
Total budgeted expenditure	1,344,249.64	39,537.36	102,739.86	1,241,509.78	8%	
WKRFA Start up costs				-	#DIV/0!	
Bond Legal Services - Treasurer has been asked to correct		2,000.00		-	#DIV/0!	
				-	#DIV/0!	
				-	#DIV/0!	
Total Actual Expenditure		41,537.36	102,739.86			
Invested funds			-			
Ave. property tax estimated in November 2025 \$ + new construction						



**KLICKITAT COUNTY
TREASURER REPORT
January 2025**

*WKRFA
FEB 10 REC'D
2025*

	Fund No.:	506	615.1	615.3
	Fund Name:	INFO SERVICES R&R	RFA W. KLICKITAT	RFA W. KLICKITAT CAP
BEGINNING CASH BALANCE	1	\$ -	\$ -	\$ -
+++ Increases ++++				
Receipts (Revenue Dist Rpt)	2	-	7,758.51	-
Netted Transactions	3	-	-	-
Matured Investments	4	-	-	-
Interfund Transfers - In (397)	5	-	1,127,255.57	7,232.72
Other Revenue - JE's	6	-	-	-
Subtotal Increases	7	-	1,135,014.08	7,232.72
<< Disbursements >>				
Other Expenditures - JE & KC AP	8	-	44,315.88	-
Interfund Transfers - Out (597)	9	-	-	-
New Investments	10	-	-	-
Disbursements (AP & PR)	11	-	-	-
E - Transactions (ACH & EFTPS)	12	-	20,886.62	-
Debt Service P&I	13	-	-	-
Other	14	-	-	-
Subtotal Disbursements	15	-	65,202.50	-
ENDING CASH BALANCE	16	\$ -	\$ 1,069,811.58	\$ 7,232.72
WARRANTS				
Previous Month O/S	17	-	-	-
Issued (+)	18	-	-	-
Redeemed (-)	19	-	-	-
Canceled (-)	20	-	-	-
WARRANTS OUTSTANDING (O/S)	21	-	-	-
Cash Balance <O/S Warrants >	22	\$ -	\$ 1,069,811.58	\$ 7,232.72
INVESTMENTS				
Beginning Inv Balance	23	-	-	-
Matured Investments	24	-	-	-
New Investments	25	-	-	-
ENDING INVESTMENT BALANCE	26	-	-	-
DEBT SERVICE/BOND ACTIVITY				
Beginning Bond Principle Balance	27	-	-	-
Bond Principle Payments	28	-	-	-
Bond Interest Payments	29	-	-	-
ENDING BOND PRINCIPLE BALANCE	30	-	-	-

MP 2/11/25



KLICKITAT COUNTY

Fund Revenue Distribution
As of 01-31-2025

Fund	Account	Description	Year	Daily	Month-To-Date	Fiscal Year-To-Date
615001	RFA WK GF 615138611	Agency Deposits	2025	\$0.00	\$7,758.51	\$7,758.51
Fund Totals:				\$0.00	\$7,758.51	\$7,758.51

Fire Chief's Report to Board of Commissioners
February 13, 2024

** Conjoined December 2024 / January 2025

- **Safety**
 1. UPDATE 2/18/2025 Two minor injuries reported
 - a. Slip and falls while on a working structure fire.
 - b. Board of Volunteer firefighter documentation submitted for both.
 - c. One person scheduled a doctor visit.
 2. OSHA 300 log to be updated and posted by end of February.
- **Customer Service (emergent and non-emergent)**

January 1, 2025 – February 5, 2025
 January 1, 2024 – December 31, 2024

Alert Type	Volume	Alert Type	Volume
300 - Rescue/EMS	56	300 - Rescue/EMS	431
100 - Fire	12	100 - Fire	68
700 - False Alarm	8	000 - Uncategorized	63
000 - Uncategorized	1	700 - False Alarm	25
		400 - Hazardous (No Fire)	17
		600 - Good Intent Call	6
		900 - Special Incident	3
Total	77	500 - Service	2
		800 - Weather	2
1/1/25-2/18/25 January 2025	77	January – December 2024	617

- **Administration:**
 1. Work to validate WKRFA reserve account numbers continue. (Roz/Jennifer)
 2. IT requests for quotes in process. (Roz)
 3. I-9 documentation for all personnel in process. (Roz)
 4. Website transition in process (IT/Roz)
 5. Roz attempting to obtain FEMA SSID #'s for everyone.
 6. WKRFA apparel order submitted (approved by Board) Delivery 8-10 weeks.
 7. Lease agreement – needs final Board signatures.
 8. Vehicle title transfers prepared. (Jennifer)
 9. Working on water-use agreement language with city Public Works.

10. Requested City of White Salmon develop a process for utility bill invoicing for Station 30 per the Lease Agreement. To be completed by staff.
11. EMAC agreement updated
12. Culture Program delivered to membership
 - a. Pending actions: Post Mission and Value Statement at all stations
 - b. Print/post 2025 Culture Program hard copy. Deliver to the Board of Commissioners for viewing and comment.
13. 2/13/2025 Finalizing Captain hiring flyer, job description and validated assessment center dates. ** Job posting to be approved by Commissioners. Advertisements to Columbia Gorge News, WKRFA Facebook, Western Fire Chief's Association / Daily Dispatch and Washington Fire Chiefs Association online community room. Tentative forecast hiring timeline; May/June 2025
14. Preparing firefighter/EMT job description, recruitment flyer and advertising dates. Forecasted hiring timeline June/July 2025.
15. Met with COWS Paul Koch – scheduled wildfire meeting for 26/ @ 1400 hours.
16. Meeting with city leaders to discuss wildfire threats. Planning a community meeting Saturday May 3rd at Station 30 to meet with citizens and discuss fire prevention issues. Specifically White Salmon bluff fire hazards both inside the city and in the county. Will need at least one WKRFA commissioner to attend.
17. Attending February 19th WSCC meeting.
18. 2/5/2024 Fire Defense Committee meeting. Attended via Zoom. The legislative session is ongoing. FDC is working with WSFCA on several issues.
19. February 20th USFA TTT tabletop meeting. Tabletop scenario training.
20. February 19th USGS meeting to get update on Mt. Adams earthquake activity update.
21. 2025 Awards Dinner – March 5th 2025. March 8th White Salmon Elks Lodge

- **Operations:**

1. 2/18/2025 Station 30 and Station 30 air compressors received annual service/calibration and air sample testing for the lab.
2. Shaded Fuel Project: Contacted DNR early December and advised them that the area along SR 14, was not completed adequately. DNR will discuss it with the contractor.
3. 2025 Winter Firefighter Academy has begun. SWFR has 6 students attending. Attended orientation meeting. Instructed Chapter's 2 and 4 on 2/3/25 in Husum. Firefighter Safety and Health and Communications.
4. Three personnel enrolled in EMT Basic training.
5. New batteries ordered for SCBA's.
6. Surplus engine has been listed with Brindlee Mountain Fire Apparatus for 30 days. Price lowered to \$85K. Monitoring online activity. Will be advertising locally when the weather begins to break. 2/18/2025 email received by Brindlee Mountain stating they've not had any inquiries and recommends to lower purchase price. Currently at \$85,000. Will hold asking price at this level until 2/30/2025.
7. Will be purchasing oil and filters for 2025 annual service this year when NAPA has their 50% off sale Confirmed first week in March for annual service, DOT inspections and projects.
8. Water tenders chained up for the season.
9. Station 34 water tank drained
10. Station 32 water tank – insulation placed around the valves.
11. 2025 Annual FIT Testing commenced. 90% complete.

- **Personnel:**

1. Firefighter Collette has resigned due to a job opportunity out of town/state.
2. Captain Chris Helton has resigned due to relocation. Will provide him with his helmet at the March awards banquet.

- **Training Report:**

1. February 3, 2025. Business Meeting/Apparatus Inspections
2. February 11th, 2025. Annual Hazardous Communications refresher: Asbestos, Hearing Conservation, Lock out/Tag Out
3. January 14th. EMT Skill assessments, Fire extinguisher training
4. January 28th EVIP driving practice. Fire Hydrant location verification.
5. First Aid/CPR re-scheduled for 2/28

- **Upcoming:**

1. Annual Fleet maintenance and DOT inspections begin in March. AA&L currently coordinating with NAPA to take advantage of their yearly ½ price filter sale.
2. Transmission services are on schedule for a few of the trucks.
3. Engine 34 repairs complete. Need to complete the loading of equipment and place it in service.

Community Events:

1. Continued meeting with White Salmon Valley School District Emergency Planning Committee.
 - a. Tabletop drill with WSVSD personnel postponed to April '25.
 - b. Attending lockdown drills as scheduled by the school.

Personal Activities and Achievements:

1. Served as Strike Team Leader for Washington Taskforce 10 at the Palisades Fire in Los Angeles County. 1/10-1/24. EMAC agreement – reimbursed back to the district.

Respectfully submitted: Wesley W. Long
Updated 2/18/2025

WEST KLICKITAT REGIONAL FIRE AUTHORITY

RESOLUTION – 2025 -01 A RESOLUTION ESTABLISHING PETTY CASH FUND

BACKGROUND

- WHEREAS, the system of accounting mandated by the State Auditor's Office of the State of Washington prescribes that all Petty Cash Accounts be established by Resolution or Ordinance (per the BARS Manual); and
- WHEREAS, a Petty Cash account is defined as any sum of money or other resources set aside for such specific purposes as minor disbursements, making change, and similar uses; and
- WHEREAS, the governing body must authorize each petty cash account and all subsequent increases or decrease in the petty cash account amounts; and
- WHEREAS, each petty cash account is the responsibility of primarily one employee called the "Custodian"; and
- WHEREAS, the Custodian is personally responsible for the value of the fund and to ensure that all policies and procedures are adhered to; if funds are disbursed, it must be replenished at least monthly; and
- WHEREAS, the custodian of each petty cash account shall be covered by a surety bond in the full amount of the account at all times and all advances to it, conditioned upon the proper accounting for and legal expenditure of all such funds, in addition to other conditions required by law; a policy of insurance covering honest and faithful performance may be utilized in lieu of any such bond; all such bonds or insurance policies in lieu of bonds shall be approved by the WKRFA attorney as to form; and

RESOLUTION

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BOARD OF WEST KLICKITAT REGIONAL FIRE AUTHORITY, KLICKITAT COUNTY, STATE OF WASHINGTON THAT:

1. Authorization
 - a. The petty cash account is hereby authorized in the amount of \$300.
 - b. The custodian shall be the Administrative Manager or designee.
2. Procedures.
 - a. The Administrative Manager shall adopt such procedures as may be necessary or desirable to implement the provisions of this resolution. Such procedures shall include but not be limited to (1) defining limitations on the use of petty cash accounts, and (2) providing accounting and reporting procedures for operation and replenishment of the petty cash accounts.

ADOPTED AT AN OFFICIAL MEETING OF THE GOVERNING BOARD OF WEST KLICKITAT REGIONAL FIRE AUTHORITY, THIS 20th DAY OF FEBRUARY 2025, THE FOLLOWING BOARD MEMBERS BEING PRESENT AND VOTING:

WEST KLICKITAT REGIONAL FIRE AUTHORITY

Robert Connor, *Board Member*

Ben Giant, *Board Member*

Jason Hartmann, *Board Member*

David Lindley, *Board Member*

Thomas Montag, *Board Member*

Charles Virts, *Board Member*

DRAFT

WEST KLICKITAT REGIONAL FIRE AUTHORITY

Policy name: Recognition Awards and Banquet Policy DRAFT

Number: 300.02

Adopted: xx/xx/2025

Revised:

1. Purpose

The WKRFA recognizes the importance of retaining well trained, experienced volunteers and paid fire fighters. The establishment and maintaining of a high level of employee morale is critical for retention. Recognition and rewarding of the service that fire fighters provide is one way to maintain good morale and retention. The Governing Board believes that it is reasonable to spend WKRFA funds to provide recognition for services rendered to the WKRFA in the expectation that such an activity will reduce personnel turnover. The retention of trained and experienced personnel will help to reduce the expenditure of WKRFA funds to provide for the training and equipping of new personnel. It is also recognized by the Governing Board that fire fighter recognition banquets have become a common practice in fire agencies.

2. Objective

To recognize the service of WKRFA members, maintain, and improve morale through recognition of service and reduce turnover of membership.

3. Policy

It is the policy of the WKRFA to budget for and expend funds to sponsor a fire fighter recognition banquet for all employees, and to include their spouses or companions to the extent permitted by regulations. The funds authorized for the banquet may be used to provide food, non-alcoholic beverages, decorations, plaques, trophies, citations or certificates, and other costs as deemed appropriate by the WKRFA. The funds authorized for the banquet shall not exceed the reasonable sum established in the budget and no cash awards shall be distributed to any volunteer or paid employee.

4. Authority and Responsibilities

i) RCW 41.60.150 Recognition awards. (2023)

Other than suggestion awards and incentive pay unit awards, agencies shall have the authority to recognize employees, either individually or as a class, for accomplishments including outstanding achievements, safety performance, longevity, outstanding public service, or service as employee suggestion evaluators and implementors. Recognition awards may not exceed two hundred dollars in value per award. Such awards may include, but not be limited to, cash or such items as pen

WEST KLICKITAT REGIONAL FIRE AUTHORITY

and desk sets, plaques, pins, framed certificates, clocks, and calculators. Award costs shall be paid by the agency giving the award.”

- ii) RCW 41.60.160 Persons ineligible for awards.
No award may be given under this chapter to any elected state official or state agency director.
- iii) The Fire Chief, or his appointed representative(s), shall ensure that employees and volunteers of the WKRFA are recognized for their service to the WKRFA and the community at large.

5. **Procedure**

The cost of a recognition banquet (rental, decorations, food), purchase of years of service awards, and awards for recognition of service shall constitute a part of the annual budgeted funds. Funds are designated for employees and volunteers of the WKRFA. Banquet costs for nonmembers and the governing board shall be coordinated by the WKRFA and reimbursed from individual donations, or the Volunteer Firefighter Association.

Policy Drafted: 02/11/2025

Adopted: xxxx1/2025

Revised:

WEST KLICKITAT REGIONAL FIRE AUTHORITY

Policy name: Records Management Policy **DRAFT**

Number: 900

Adopted: xx/xx/2025

Revised:

900.1 Purpose and scope

This policy provides guidelines for the management of all WKRFA documents, including those in fire stations, to ensure that WKRFA records are maintained and available as needed. This policy also provides guidance on the retention, disposition and security of records.

900.2 POLICY

It is the policy of the West Klickitat Regional Fire Authority (WKRFA) to promote the efficient and cost-effective conduct of WKRFA business by reducing the number of records in active file areas, eliminating unnecessary retention of duplicate or obsolete documents and providing for timely transfer of inactive files in compliance with legal requirements.

900.3 RESPONSIBILITIES

900.3.1 MEMBERS' RESPONSIBILITY

All members are expected to handle district records in a responsible manner and as provided in this policy.

Members are responsible for ensuring that records in their control are maintained as provided in the records retention schedule.

900.3.2 COMPANY OFFICERS' RESPONSIBILITY

Company officers at the fire stations are responsible for the management of records at the fire station level. The company officers shall ensure that all records at the fire stations are retained in accordance with this policy.

900.4 PUBLIC RECORDS OFFICER

The Governing Board or their designee shall appoint a Public Records Officer, who will oversee the records management program, including the records retention schedule (RCW 42.56.580).

The Public Records Officer or the authorized designee should:

- (a) Remain familiar with the Washington Public Records Act (RCW 42.56.001 et seq.).
- (b) Identify what records the WKRFA has, where the records are kept, the volume and how the records are used.

WEST KLICKITAT REGIONAL FIRE AUTHORITY

- (c) Maintain and make available for public inspection and copying an index of records maintained by the WKRFA as identified in RCW 42.56.070. [This is only applicable when RFA staffing is adequate to maintain such an index.]
- (d) Maintain and update the WKRFA's records retention schedule, including:
 - 1. Identify the minimum length of time the WKRFA must keep records in a series. [The WKRFA will use the state retention schedule for guidance].
 - 2. Identify the WKRFA section or division responsible for the original record. [All administrative staff are responsible for original records]
- (e) Coordinate the placement of inactive records in storage, including:
 - 1. Maintaining a storage inventory.
 - 2. Providing an annual reminder to Division Chiefs and section managers to review files to determine if any records should be transferred to storage.
- (f) Manage the destruction of WKRFA records, including:
 - 1. Annually reviewing the records retention schedule and storage inventory list to determine which records are eligible for destruction.
 - 2. Providing a list to Division Chiefs and section managers of records eligible to be destroyed.
 - 3. Obtaining any required approvals for the destruction of eligible records.
 - 4. Maintaining a list of records that have been destroyed.
- (g) Ensure that confidential and other sensitive records are stored or maintained to protect the sensitive nature of the records.
- (h) Process subpoenas and requests for records as provided in the Subpoenas, the Release of Records and the Patient Medical Record Security and Privacy policies.
- (i) Manage the document imaging process for bulky or rarely accessed records with long retention periods.
- (j) Establish rules regarding the inspection and copying of WKRFA records as reasonably necessary for the protection of such records, including:
 - (a) Identifying records or portions of records that are confidential under state or federal law and not open for inspection or copying.
 - (b) Maintaining a schedule of fees for public records as allowed by law (RCW 42.56.070; RCW 42.56.120; RCW 42.56.130). (see accessing public records policy)
 - (c) Prominently displaying and making available to the public the rules and procedures for public inspection and copying of records (RCW 42.56.040). (see accessing public records policy)

WEST KLICKITAT REGIONAL FIRE AUTHORITY

- (k) Ensure a current list containing every law that exempts or prohibits disclosure of specific information or records of the WKRFA is available to the public (RCW 42.56.070).
- (l) Ensure that the business hours for record inspection or copying are posted on the WKRFA website and made known by other means designed to provide the public with notice (RCW 42.56.090).
- (m) Ensure that the name and contact information of the Public Records Officer is visible to the public, including on the WKRFA website and in appropriate WKRFA publications (RCW 42.56.580).

900.5 TRAINING

The Public Records Officer shall complete a training program consistent with the Attorney General's model rules within 90 days of assuming responsibilities for public records and complete refresher training as required (RCW 42.56.152).

Approved:

Revised:

Policy name: **Accessing Public Records DRAFT**

Number: **901**

Adopted: **xx/xx/2025**

Revised:

901.1 SECTION 1 PURPOSE

1. The West Klickitat Regional Fire Authority (WKRFA) is committed to providing the public full access to public records in accordance with the Washington State Public Records Act (PRA), referenced in RCW Chapter 42.56 and the Model Rules of WAC 44-14. The purpose of the PRA is to provide the public with full access to records concerning the conduct of government, mindful of individual privacy rights and the desirability of the efficient administration of government. This PRA disclosure policy establishes the procedures the WKRFA will follow to provide for the fullest assistance to requestors including the timeliest possible action on requests, based on established WKRFA Administrative resources allotment, while protecting public records from damage and preventing “excessive interference with other essential agency functions.” RCW 42.56.100 The WKRFA must also ensure that its record disclosure policy and procedure protects against the invasion of an individual's right to privacy and restricts access to its records that are exempt from public disclosure.
2. The inspection and copying of WKRFA records must be conducted under the supervision of WKRFA personnel to protect the records. The WKRFA has a limited number of office personnel available to provide the required supervision.
3. While the WKRFA will make every effort to provide prompt responses to record inspection and copying requests, the WKRFA cannot permit the response to record requests to unduly interrupt the normal operations of the WKRFA.
4. To ensure the protection of the WKRFA records and to prevent the improper disclosure of records, no WKRF personnel shall have access to WKRFA records, without the approval of the District Records Retention Officer, unless their regular job duties require access. This would be executed on a need-to-know basis and/or in accordance with the individuals' assigned duties, responsibilities and position. While WKRFA personnel shall have access to WKRFA records that they must use in the performance of their assigned duties, they shall not have access to confidential information that is exempt from disclosure, and which is not necessary for the performance of their duties. In the event personnel are afforded access to confidential records, they must not improperly use or disclose the information or records.
5. This policy and procedure shall apply to members of the public and to all WKRFA personnel including officers, paid and volunteer members, independent contractors who are retained by the WKRFA and Governing Board.
6. Except where these guidelines are mandated by statute, the guidelines in this policy are discretionary and advisory only and shall not impose any affirmative duty on the WKRFA. The WKRFA reserves the right to apply and interpret this policy as it sees fit, and to revise or change the policy at any time.

901.2 DEFINITIONS

1. **Public Records.** Public records of the WKRFA include any record containing information relating to the conduct or performance of any governmental function prepared, owned, used or retained by the WKRFA as defined in chapter 42.56 RCW. Public records do not include personal records of WKRFA employees or officials that may be in the possession of the employee or official or located in their office, lockers, living quarters or personal electronic devices.
2. **Electronic Public Records.** Electronic public records of the WKRFA include all data compilation stored and retained on the WKRFA computers containing information relating to the conduct or performance of any governmental function prepared, owned, used or retained by the WKRFA. Electronic public records do not include personal materials entered or stored on WKRFA computers by employees and officials when using the computers for incidental personal use.
3. **Record.** As used in this policy and procedure the "record" available to the public for electronic stored records shall be a printout or pdf copy of the stored record.
4. **Copy.** As used in this policy, a "copy" of a record shall mean a duplicate of the record in the same media. However, in the sole discretion of the WKRFA Records Retention Officer a copy may be a scanned duplicate of a paper record or a modified electronic version in a commercially available format.
5. **Records Retention Officer.** The WKRFA Records Retention Officer shall be Administrative Manager.
6. **District Review Authority.** The WKRFA Review Authority shall be the WKRFA legal counsel.

901.3 RECORDS ACCESS AND COPYING

- (a) **Allocated Administrative Resource Allotment.** In consideration of the limited part-time hours of the WKRFA, the Governing Board has determined and assigned by this policy a maximum of ten percent (10%) of the Record Retention Officer's allotted, regular administrative work hours per week for responding to and completing requests for public records. In assigning this allotment, the Board recognizes the importance of balancing administrative, clerical, financial, logistical and emergency response demands on the Administrative Staff allotted hours.
- (b) **Computer Network.** In order to maintain the security of the records as required by RCW 42.56.100, WKRFA computer hardware shall not be available to the public for review of electronic records.
- (c) **Public Records Availability.** The records or printouts of all electronic public records of the WKRFA as defined above are available for public inspection pursuant to these rules, except as otherwise provided by chapter 42.56 RCW and other applicable statutes.
- (d) **Data:** By definition, WKRFA records are any-and-all documents or electronic files **in existence** which are currently STORED in various forms and formats in the WKRFA archives. The WKRFA is not obligated in any fashion to develop, massage,

Compile, assimilate, or calculate data or records apart from that which is currently physically or electronically on file with the WKRFA.

- (e) **Location of Records.** The WKRFA's public records shall be maintained at the WKRFA headquarters station or such other locations as the Governing Board approves. All records shall be in the custody of the WKRFA Records Retention Officer who shall be responsible for the implementation of these rules.
- (f) **Hours for Inspection and Copying.** The WKRFA does not have sufficient resources to staff regular office hours. Consistent with the requirements of the Public Records Act, the Record Retention Officer will generally be available to schedule times during the hours of 10:00 a.m. to 3:00 p.m., Monday through Friday excluding legal holidays. The availability of WKRFA staff during these hours may be limited by budgetary constraints, staff workload, emergency responses, the current volume of public records requests and other factors related to the WKRFA's primary mission of providing its essential functions in the community. Scheduling inspection times in advance is strongly advised to help insure staff availability.
- (g) **Protection of Public Records.** In order to protect public records from damage and disorganization, the following requirements are adopted pursuant to RCW 42.56.100
 - (a) Public records must be inspected in the presence of a designated WKRFA employee - the WKRFA's Records Retention Officer.
 - (b) Requestors may not remove public records from the viewing area.
 - (c) Public records may not be marked, altered or defaced by a requestor.
 - (d) Access to file cabinets, shelves, or WKRFA storage areas is restricted solely to WKRFA personnel.
- (h) **Requests for Public Records.** In accordance with the provisions of chapter 42.56 RCW public records may be inspected and copied, or copies obtained by members of the public as follows:
 - (a) Requests shall be made in writing to the WKRFA Records Retention Officer on a form provided by the WKRFA and include the following information:
 - i. The name and address of the person requesting the record.
 - ii. The time of day and calendar date on which the request is made.
 - iii. The nature of the request
 - iv. An appropriate description of the record requested.
 - v. If the requested record is a list of individuals a signed statement that the information obtained will not be used for commercial purposes.
 - (b) All mailed or emailed requests shall contain the information described above and shall be mailed to the WKRFA headquarters station or emailed to WKRAF rplumb@westclickitatfire.gov.
 - (c) In all cases in which a member of the public is making a request it shall be the obligation of the employee to whom the request is made to assist the member of the public in appropriately identifying the public record requested.

- (d) If an un-written request is received, the Records Retention Officer, or designee shall confirm the specific request in writing.
- (e) If a requestor refuses to identify themselves or provide sufficient contact information, the WKRFA will respond to the extent feasible and consistent with the law.
- (f) All requests for public information shall be logged into a WKRFA Public Records (PRR) "Logbook" in chronological order. Each request shall be assigned a PRR number in chronological order, and, except under certain conditions, each PRR shall be fulfilled in the order that they have been received.
- (g) Said PRR "Logbook" shall record the year, month, day (year.mm.dd) and time received; requester information; disposition of whether the PRR is to be reviewed by legal counsel. Closure entries for logged PRR's shall include the amount of WKRFA Administrative Staff time that the Records Officer had expended to complete the request. (See also 15).
- (i) **Exemption from Public Inspection.**
 - (a) The WKRFA reserves the right to determine that a record requested is exempt in whole or in part from public inspection under chapter 42.56 RCW or other applicable statutes.
 - (b) In accordance with RCW 42.56.070 the WKRFA reserves the right to delete identifying details when it makes available any public record in any case where there is reason to believe that disclosure of details would be an invasion of personal privacy protected by chapter 42.56 RCW or other applicable statutes.
 - (c) All redactions made in accordance with the prior section and all denials of requests for copies of public records shall be accompanied by a written statement specifying the reason for the denial, including a statement of the specific exemption authorizing the withholding of the record or portion of the record and a brief explanation of how the exemption applies to the record.
- (j) **Duties of Records Retention Officer.** The Records Retention Officer shall undertake the following analysis with respect to all records requests:
 - (a) The Records Retention Officer shall review the request form and shall review the requested record, in accordance with this policy, to determine the nature of the information contained in the record and to determine whether or not the release of the requested record is exempt from public inspection under chapter 42.56 RCW or other applicable statutes.
 - (b) If the record requested is classified as a medical record the Records Retention Officer shall determine whether the patient has authorized disclosure of the medical record pursuant to RCW 70.02.030. In the absence of patient authorization, the Records Retention Officer shall determine whether the requester is an authorized recipient of the record as defined in chapter 70.02 RCW.
 - (c) If the disclosure of the record requested is restricted by any other federal or state statute, the Records Retention Officer shall comply with the restrictions, or the procedure required for the release of the requested information.

- (d) In the event it is determined that there would be no violation of the right to privacy by the disclosure of the record or any information contained in the record or that the information is not exempt from disclosure, the Records Retention Officer shall determine if the record may be inspected or copied in its entirety and if so, the inspection or copying shall be permitted.
- (e) In the event the record contains confidential information and public information, the Records Retention Officer shall segregate the public information from the confidential information, prepare a copy of the record showing only the disclosed portion and release or permit copying of only the public information.
- (f) In the event the record contains information that affects the privacy interest of a third party or WKRFA employee, volunteer or commissioner and the Records Retention Officer reasonably believes that an argument could be made that the record is exempt, the Records Retention Officer shall provide notice, in accordance with RCW 42.56.540, to the affected party of the WKRFA's intent to disclose the record.
- (g) The Record Retention Officer shall document all communications with requestors in writing.
- (k) **Response to Request for Records.** The Records Retention Officer, within five business days after receipt of the request (within fifteen business days of a patient's request for the patient's medical records) shall take one of the following actions:
 - (a) In the event the Records Retention Officer determines that the request requires clarification, the Records Retention Officer shall acknowledge receipt of the request and ask the requester to clarify what record the requester is seeking. When requesting clarification, the Records Retention Officer shall, to the greatest extent possible, also provide a reasonable estimate of the time it would take to produce the records if the request were not clarified. If the requester fails to clarify the request, the Records Retention Officer shall provide no further response to those portions of the request that were not clarified.
 - (b) In the event the Records Retention Officer determines that a full response will take longer than five business days after receipt of the request the Records Retention Officer shall acknowledge receipt of the request and provide a reasonable estimate of when the WKRFA will respond. The determination of the time required to respond to the request will be based on a consideration of the following factors:
 - i. Clarity of the request,
 - ii. Time required to locate and assemble the information requested,
 - iii. Time required to notify third parties affected by the request,
 - iv. Time required to determine whether any of the information requested is exempt,

- v. Time required to obtain the consent of a person identified in the record if consent is required by statute.
 - vi. Current staffing levels and essential job functions that must be performed by staff prior to locating and assembling the record requested.
 - vii. Volume of pending public records requests. The general policy of the WKRFA shall be to respond to records requests on a first come first serve basis. However, the Records Retention Officer retains discretion to respond to requests out of order of receipt when such out of order responses are more efficient.
 - viii. Impact on Essential Functions. The Records Retention Officer has numerous duties in addition to responding to records requests that are essential to the effective operation of the WKRFA. In situations where the Records Retention Officer is unable to perform the essential duties and respond to all pending records requests, the Records Retention Officer shall notify the Board of Commissioners to determine the appropriate action.
- (c) Provide the record for inspection or provide a copy of the record if requested. For large requests the WKRFA shall attempt, where feasible, to release the records in reasonable installments as the records become available.
 - (d) In the event the Records Retention Officer determines the request meets the statutory definition of a “bot request” the WKRFA may deny the request if responding to the request would cause excessive interference with other essential functions of the WKRFA.
 - (e) Deny the request in whole or in part and redact any exempt information consistent with the redaction and denial requirements specified in this policy. Denials of a patient’s request for the patient’s medical records shall comply with the requirements specified in RCW 70.02.090.
 - (f) The Record Retention Officer shall notify the requestor in writing when the response to the request is complete.
- (l) **Review of Denials.**
- (a) Any person who objects to the denial of a request to inspect or copy a public record may petition for a prompt review of the decision by submitting a written request for review to the WKRFA Records Retention Officer.
 - (b) Upon receipt of a written request for review of a decision denying inspection or copying of a public record, the WKRFA Records Retention Officer shall refer it to the WKRFA Review Authority. The WKRAF Review Authority shall promptly review the matter and either affirm or reverse the denial. The final decision shall be rendered to the individual who requested the record within two business days after the review request.
 - (c) Administrative remedies shall not be considered exhausted until the WKRFA has returned the request with the decision or until a period of five business days has elapsed after the denial of the request or after the review of the initial denial.

- (m) **Fees.** Pursuant to RCW 42.56.120, the WKRFA is not calculating all actual costs for copying records because to do so would be unduly burdensome for the following reasons: (1) the WKRFA does not have the resources to conduct a study to determine all of its actual copy costs; (2) conducting such a study would interfere with the essential functions of the WKRFA and (3) this policy adopts the fee schedules and requirements as provided by the state legislatures in RCW 42.56.120. The following charges shall be imposed to reimburse the WKRFA for costs incurred in providing public records:
- (a) **General Records.** With the exception of medical incident reports the WKRFA shall charge a fee of fifteen cents per page for providing a photocopy or a printout of an electronic record. The WKRFA may also charge for the actual cost of any container or envelope used to deliver records and the actual cost of postage or delivery charges.
 - (b) **Electronic Records.** With the exception of medical incident reports, if records are provided in electronic format the WKRFA shall charge a fee of ten cents per page for hard copies scanned into an electronic format and five cents for each four electronic files or attachments transmitted electronically and ten cents per gigabyte for transmitting electronic records. The WKRFA may also charge for the cost of the media on which the record is disclosed (CD, DVD, etc.). The Records Retention Officer may waive copying fees as a matter of administrative convenience for small requests.
 - (c) **Medical Incident Reports.** In accordance with chapter 70.02 RCW the WKRFA shall charge the rates established by the Department of Health (WAC 246-08-400), which in June 2021 establishes a clerical fee for searching and handling requests for medical incident reports of \$28.00 for each report. In addition, the WKRFA shall charge \$1.24 per page for the first 30 pages and \$0.94 per page for all additional pages of each report copied or printed out. The Records Retention Officer may waive copying fees as a matter of administrative convenience for small requests.
 - (d) **Video and Audio Tapes.** The WKRFA shall charge the actual cost it incurs in commercially duplicating audio or visual tape records.
 - (e) **Customized Service Charge.** The WKRFA may impose a customized service charge for requests that require the use of IT expertise beyond the level that can be met by staff. In the event WKRFA Records Retention Officer determines that IT expertise will be necessary to comply with the request, the WKRFA Records Retention Officer shall use the following procedures:
 - (a) The WKRFA Records Retention Officer shall notify the requestor of the charge and shall provide an explanation of why the charge is necessary and shall provide a reasonable estimate of the charge. The requestor shall be provided an opportunity to amend the request to avoid the need for the charge.
 - (f) **Flat Fee.** The WKRFA may, in lieu of the fees set forth in Section 11.1-11.5, charge a flat fee of \$2.00 per request when such request is reasonably anticipated to generate costs in excess of \$2.00.

- (g) **Deposits and Installments.** The WKRFA may require a deposit of up to 10% of the estimated cost of copying records prior to copying records for a requestor. RCW 42.56.120. If the WKRFA releases records on a partial or installment basis, it will charge for each part of the request as it is provided.
- (h) **Fee Estimates.** The WKRFA may, and shall when specifically requested, provide a summary of the estimated applicable charges prior to producing the records and shall allow the requestor to revise the request to reduce the applicable charges.
- (i) **Waiver of Fees.** The WKRFA will waive the fees identified in Section 13 in the event the total fee is estimated not to exceed \$2.00.
- (n) **Records Index.** The WKRAF does not maintain a complete current index which provides identifying information as to all of the records maintained by the WKRFA because, due to staffing and resource levels, the creation of a complete index would be unduly burdensome to the WKRFA.
- (o) **Record Request Log.** The Records Retention Officer shall maintain a log of public disclosure requests received by the WKRFA. The log shall include the following minimum information.
 - (a) Identity of requestor if available;
 - (b) Date and time request received;
 - (c) Text of original request together with any clarifications received;
 - (d) Description of records produced
 - (e) Description of any records withheld or redacted and the reasons supporting the withholding or redaction;
 - (f) The final disposition of the request
 - (g) Closure date; and
 - (h) Time taken.
- (p) **Medical Records.** Records containing individually identifiable health information regarding a WKRFA patient are subject to additional protections under chapter 70.02 RCW and HIPAA. Requests for medical records must be accompanied by the patient's consent or the requestor must identify the legal basis under which the WKRFA is authorized to release the record without patient consent.

Statutory Provisions that may affect the disclosure of records

(These are the provisions most commonly encountered by the WKRFA. A full list of other statutes can be found on the Washington State Attorney General's website at <http://www.atg.wa.gov/sunshine-committee>.)

RCW 5.60.060..... Attorney Client Privilege

RCW 10.52.100..... Records identifying child victim of sexual assault

RCW 18.71.0195..... Medical Disciplinary Reports

- RCW 19.34.240(3).Private digital signature keys
- RCW 26.12.170..... Reports of child abuse/neglect with courts
- Ch. 26.23 RCW..... Domestic Relations –State Support Registry
- RCW 26.44.010..... Privacy of reports on child abuse and neglect
- RCW 26.44.020(19).....Unfounded allegations of child abuse or neglect
- RCW 26.44.030..... Reports of child abuse/neglect
- Ch.40.14 RCW.....Preservation and destruction of public records
- Ch.40.24..... Address confidentiality for victims of domestic violence, sexual assault, and stalking
- RCW 42.23.070(4).Municipal officer disclosure of confidential information prohibited
- RCW 42.41.030(7).Identity of local government whistleblower
- RCW 42.41.045..... Non-disclosure of protected information (whistleblower)
- RCW 43.43.830 -.840..... Background Checks
- RCW 48.62.101..... Local government insurance transactions
- Ch. 49.17 RCW..... Washington Industrial Safety and Health Act
- RCW 50.13.060..... Access to employment security records by local government
- RCW 51.28.070..... Worker’s compensation records
- RCW 51.36.060..... Physician information on injured workers
- RCW 51.48.040..... Inspection of Employer Records by L&I
- RCW 70.24.105..... HIV/STD records
- RCW 70.96A.150.Alcohol and drug abuse treatment programs
- RCW 71.05.390..... Mental health records.
- RCW 74.20.280..... Child support enforcement
- RCW 74.34.095..... Abuse of vulnerable adults
- RCW 82.32.330..... Disclosure of tax information
- 42 USC 290dd-2. Confidentiality of Substance Abuse Records
- 42 USC Sec. 12101 et. seq.... Americans with Disabilities Act
- 29 USC Sec 657 et seq..... Occupational Safety and Health Act

Most of the Federal or State agencies that administer the above acts have adopted regulations to implement the acts. The regulations must be reviewed together with the acts when reviewing record requests.

901.4 FORMS

See attached - REQUEST FOR PUBLIC RECORDS

See Attached – Authorization to use or Disclose Health Information.

Attachments

REQUEST FOR PUBLIC RECORDS

REQUEST FOR PUBLIC RECORDS

NAME OF REQUESTER: _____

ADDRESS: _____

CITY: _____ STATE _____ ZIP _____

PHONE: _____ DATE OF REQUEST: _____ TIME: _____

NATURE OF REQUEST:

1. Identification of records*: _____

2. Inspection only _____

3. Number of copies requested _____

I declare under penalty of perjury under the laws of the State of Washington that I do not intend to use any list of individuals that may be covered by this request for commercial purposes.

Signature _____

*If the identified records include medical records of a District patient, you must also attach a patient authorization form. If you do not have the patient's consent, the records will be redacted unless you identify the legal basis under which patient consent is not required.

=====

For Office Use Only: Date _____ Time _____

(1) Request Granted _____ Record Withheld _____ Record Redacted _____

(2) If consent is needed, name of individual: _____

(3) If withheld or redacted, identify the exemption contained in chapter 42.56 RCW or other applicable statute that authorizes the withholding of the record or part of record:

(4) If withheld or redacted, explain how the exemption applies to the record withheld:

Signature _____

**Authorization to Use or
Disclose Health Information.pdf**

AUTHORIZATION TO USE OR DISCLOSE HEALTH INFORMATION

Patient name: _____ Date of birth: _____

_____ Previous name(s): _____

I. Authorization:

You may use or disclose the following Health Information (check all that apply):

- All Health Information in my medical record;
- Health Information in my medical record relating to the following treatment or condition:

 Health Information in my medical record for the date(s): _____

Other (e.g., X rays, bills), specify date(s): _____

You may use or disclose Health Information regarding testing, diagnosis, and treatment for (check all that apply):

- HIV (AIDS virus) Psychiatric disorders/mental health
- Sexually transmitted diseases Drug and/or alcohol use

You may disclose this Health Information to:

Name (or title) and organization: _____
_____ Address: _____ City: _____ State: _____
_____ Zip: _____

Reason(s) for this authorization (check all that apply):

- at my request
- other (specify) _____

Authorization Expiration: *(This Authorization does not permit disclosure of Health Information more than 90 days after the date it is signed.)*

- in 90 days from the date signed on (date): _____
- when the following event occurs: _____

(no longer than 90 days from date signed)

II. My Rights:

I understand I do not have to sign this authorization in order to receive health care. I may revoke this authorization in writing. If I do, it will not affect any actions already taken by the WKRFA based on this authorization. I may not be able to revoke this authorization if its purpose is to obtain insurance.

Two ways to revoke this authorization are:

- Fill out a revocation form. A form is available from the WKRFA, or
- Write a letter to the WKRFA.

Once Health Information is disclosed, the person or organization that receives it may re-disclose it. Privacy laws may no longer protect it.

_____ Patient or legally authorized individual signature	_____ Date	_____ Time
_____ Printed name if signed on behalf of the patient	_____ Relationship (parent, legal guardian, personal representative)	

WEST KLICKITAT REGIONAL FIRE AUTHORITY

Policy name: Records Management Policy **DRAFT**

Number: 902

Adopted: xx/xx/2025

Revised:

902.1 PURPOSE AND SCOPE

The purpose of this policy is to establish procedures for receiving, processing and responding to summons and subpoenas to appear or to produce records or evidence.

902.1.1 DEFINITIONS

Definitions related to this policy include:

Subpoena - A time sensitive court order requiring a person or entity to appear at a particular time and place to testify as a witness at a deposition, trial or hearing and/or to provide documents, records or evidence in a legal proceeding.

Subpoena duces tecum - A time sensitive court order requiring a person to produce in court specific documents or evidence.

Subpoena/Summons Request (SSR) log - The WKRFA log documenting the receipt of each subpoena or summons delivered to the WKRFA, and that includes the document's source, the date received and the date of response to a request to produce documents or delivery to a member. The Public Record Request Log can serve in this capacity.

902.2 POLICY

It is the policy of the West Klickitat Regional Fire Authority to make reasonable efforts to comply with valid subpoena requests for records or evidence and personal appearances and to cooperate with court processes.

902.3 PROCEDURE

All subpoenas should be directed to the Public Records Officer or the authorized designee. The Fire Chief or the authorized designee shall be promptly informed of any subpoena request.

902.3.1 PUBLIC RECORDS OFFICER

The Public Records Officer and any authorized designees should receive training in proper intake and processing of subpoenas. Members not designated by the Public Records Officer and properly trained are not authorized to accept subpoenas for district records.

WEST KLICKITAT REGIONAL FIRE AUTHORITY

If the Public Records Officer determines that a subpoena or a request for public records involves a request for a confidential record or relates to pending litigation against the WKRFA, or individual, the request should be promptly brought to the attention of the legal counsel for the WKRFA.

902.3.2 SUBPOENAS FOR RECORDS

Subpoenas for records shall be date-stamped and logged on the subpoena/summons request (SSR)/Public Record Request log.

The Public Records Officer will consult with the district privacy officer regarding any request for medical records. The Public Records Officer or the authorized designee will only produce the requested records as provided in this policy and the Patient Medical Record Security and Privacy Policy.

A Declaration of Records shall be prepared, signed, copied and attached to the records provided in response to a subpoena (RCW 10.96.030). The Public Records Officer shall make reasonable efforts to produce the requested records, or provide a response noting the lack of records, by the date specified in the subpoena.

The WKRFA is entitled to recoup any reasonable costs incurred in production of business records in response to a subpoena duces tecum. The Public Records Officer should provide a statement reflecting the assessment of these reasonable costs and require payment at the time subpoenaed records are delivered.

902.3.3 CIVIL SUBPOENAS FOR DEPOSITION OR NOTICE TO APPEAR

Upon receipt of a civil subpoena for a deposition or notice to appear, the Public Records Officer shall date-stamp and log the subpoena on the SSR log.

The Public Records Officer shall ensure timely delivery of the subpoena to the identified member, noting on the log the date and time it was accepted. The receiving member should acknowledge receipt by signing and dating the log.

Members shall notify their Captain of receipt of a subpoena. Members should contact the attorney issuing the subpoena to confirm the date and time of appearance or to confirm an on-call status. The member shall comply with all instructions on the subpoena and monitor the status of all required appearances to ensure compliance with judicial process. In the event a member will be unavailable to respond to a subpoena, the member shall promptly notify the attorney issuing the subpoena and the member's Captain.

Members who are deposed will request a copy of the transcript.

WEST KLICKITAT REGIONAL FIRE AUTHORITY

902.3.4 ON-CALL SUBPOENAS

Upon receipt of a subpoena and after contacting the issuing attorney, a member may make arrangements with the issuing attorney to be placed in an on-call status.

The subpoenaed member shall promptly notify his/her supervisor of the subpoena and any on-call status and make arrangements regarding any potential scheduling conflicts, potential overtime compensation or other follow-up required to coordinate on-call appearance status.

902.3.5 CRIMINAL SUBPOENAS

Upon receipt of a criminal subpoena related to district business, the member shall promptly notify the Captain of his/her appearance and contact legal counsel if he/she has any questions.

902.3.6 CIVIL SUBPOENAS UNRELATED TO OFFICIAL DEPARTMENT BUSINESS

Members served with or receiving subpoenas for civil matters unrelated to their WKRFA duties shall comply with the requirements of the subpoena. Members are not entitled to compensation for any such appearance or deposition and arrangements for time off should be coordinated with their supervisor.

902.3.7 WORKER'S COMPENSATION

A copy of any subpoena for a matter related to workers' compensation shall be promptly provided to the Administration.

902.4 RESPONSIBILITIES

902.4.1 MEMBERS

Members subpoenaed to appear in court for any WKRFA-related reason or who are subpoenaed to produce records or evidence shall:

- (a) Document the date, time and manner of receipt.
- (b) Promptly contact the Public Records Officer and provide them with a copy of the subpoena and/or summons and complaint.
- (c) Make arrangements through the Public Records Officer to obtain any related reports or information.
- (d) Notify their supervisor of the subpoena.
- (e) Contact counsel for the WKRFA for any necessary guidance.

WEST KLICKITAT REGIONAL FIRE AUTHORITY

Employees who are subpoenaed to testify about district-related matters shall receive their normal wages. Any witness fees provided to an on-duty employee shall be promptly transmitted to the WKRFA. Members shall coordinate any scheduled appearances with their company officer to ensure minimization of any appearances requiring the payment of overtime.

Employees subpoenaed to testify about non work-related matters shall be permitted to take time off to testify but are not entitled to receive wages. Employees shall be entitled to use vacation, personal leave or compensatory time off for the time they will be away from work.

Members appearing in court or appearing for court-related functions such as depositions shall appear for court or other judicial proceedings in uniform or conservative business attire. Any questions regarding this policy or its requirements shall be promptly directed to a supervisor or district legal counsel.

902.4.2 SUPERVISORS

Supervisors should monitor the schedules of members who have been served subpoenas requiring their appearance to ensure appropriate shift coverage and compensation for the subpoenaed member.

Supervisors shall not intentionally adjust a member's duty schedule for the purpose of creating overtime.

902.5 TESTIFYING AGAINST THE INTEREST OF THE WKRFA

Any member who has been subpoenaed to testify, has agreed to testify or who anticipates testifying or providing information on behalf of, or at the request of, any party other than the state, any city, county or any of their officers, agents or employees in which any of those entities or persons are parties to the litigation, will promptly notify his/her supervisor. The supervisor shall notify the Fire Chief, prosecuting attorney in a criminal case and the WKRFA's legal counsel, as may be indicated by the case.

- (a) This requirement includes:
1. Providing testimony or information for the defense in any criminal trial or proceeding.
 2. Providing testimony or information for the plaintiff in a civil proceeding against any city, county or their officers, agents or employees.

WEST KLICKITAT REGIONAL FIRE AUTHORITY

3. Providing testimony or information on behalf of, or at the request of, any party other than any city, county or WKRAFA official in any administrative proceeding, including, but not limited to, personnel and/or disciplinary matters.

902.6 RECEIPT AND PROCESSING OF A SUMMONS

Upon receipt of a summons in a matter related to WKRAF business, the member shall document the date, time and manner of receipt and promptly notify his/her supervisor and contact legal counsel for the WKRAFA.

902.7 JURY DUTY

If a member receives a summons for jury duty and it falls on an on-duty day, the member shall promptly notify his/her supervisor. Members shall be granted leave for jury duty for the hours required by the court.

The member should obtain a jury duty excuse form from the court and present the document to his/her supervisor upon returning to work.

Drafted: 02/12/2025

Approved: _____

Revised: _____

Patient Medical Record Security and Privacy^{draft}

903.1 PURPOSE AND SCOPE

The purpose of this policy is to establish appropriate administrative, technical and physical safeguards for patient medical records and to provide reasonable safeguards against prohibited uses and disclosures of protected health information (PHI) in accordance with federal and state law, to include the following:

- Health Insurance Portability and Accountability Act (HIPAA) (42 USC § 201 et seq.)
- Washington Uniform Health Care Information Act (HCIA) (RCW 70.02.005)

903.1.1 DEFINITIONS

Definitions related to this policy include:

Health information - Any information, whether oral or recorded in any form or medium, that is created or received by the WKRFA and relates to a person's past, present or future physical or mental health or condition, or past, present or future payment for the provision of health care to a person (45 CFR 160.103).

Individually identifiable health information - Health information, including demographic information, created or received by the WKRFA that relates to an individual's past, present or future physical or mental health or condition, the provision of health care to the individual, or the past, present or future payment for the provision of health care to an individual, that can either identify the individual or provide a reasonable basis to believe the information can be used to identify the individual (45 CFR 160.103).

Limited data set - PHI that excludes the following direct identifiers of an individual or of relatives, employers or household members of the individual (45 CFR 164.514(e)):

- Names
- Postal address information, other than town or city, state, and zip code
- Telephone or fax numbers
- E-mail addresses
- Social Security numbers
- Medical record numbers
- Health plan beneficiary numbers
- Account numbers
- Certificate or license numbers
- Vehicle identifiers and serial numbers, including license plate numbers
- Device identifiers and serial numbers

Klickitat County Fire District 3

Policy Manual

Patient Medical Record Security and Privacy

- Web Universal Resource Locators (URLs)
- Internet Protocol (IP) address numbers
- Biometric identifiers, including finger and voice prints
- Full-face photographic images and/or any comparable images

Patient medical records - WKRFA records or data containing any information identifying a patient.

Protected health information (PHI) - Individually identifiable health information that is created or received by the WKRFA. Information is protected whether it is in writing, in an electronic form or communicated orally (45 CFR 160.103).

Protected personal information (PPI) - Information that includes, but is not limited to, PHI, pictures or other forms of voice or image recording, patient address, telephone numbers, Social Security number, date of birth, age or any other information that could be reasonably used to uniquely identify the patient or that could result in identity theft if released for unauthorized purposes or to unauthorized personnel.

903.2 POLICY

It is the policy of the WKRFA to reasonably safeguard PHI and comply with HIPAA and the implementing regulations through the use of policy and procedures, system access security and passwords and limited physical access to hard copy files (45 CFR 164.530(c)).

903.3 RESPONSIBILITIES

Members shall protect the security, confidentiality and privacy of all patient medical records in their custody at all times.

Possessing, releasing or distributing PPI, including for unauthorized purposes, is prohibited and may violate HIPAA and/or other applicable laws. Members who have not received WKRFA training on the proper handling of these records shall not access patient medical records.

Members with occupational access to patient medical records shall be trained in the proper handling of PHI in accordance with the Health Insurance Portability and Accountability Act (HIPAA) **Training Policy** and shall reasonably ensure that no unauthorized person shall have access to PHI without the valid authorization of the patient, except as provided by law (45 CFR 164.530(b); 45 CFR 164.512).

903.4 PRIVACY OFFICER

The Governing Board or designee (Fire Chief) shall designate a privacy officer who is responsible for all matters relating to the privacy of patient medical information, including PHI. The privacy officer shall (45 CFR 164.530):

- (a) Identify who may have access to PPI and PHI.
- (b) Resolve complaints under the HIPAA.

Klickitat County Fire District 3

Policy Manual

Patient Medical Record Security and Privacy

- (c) Mitigate to the extent practicable any harmful effects known to the WKRFA regarding any use or disclosure of PHI in violation of this policy or HIPAA regulations.
- (d) Ensure members are trained in the proper handling of PHI in accordance with the Health Insurance Portability and Accountability Act (HIPAA) Training Policy.
- (e) Ensure technical and physical safeguards are implemented to maintain security and confidentiality of PHI and to allow access to PHI only to those persons or software programs that have been granted access rights.

903.5 PROCEDURE

Records containing PHI or PPI, including Pre-hospital Care Reports (PCRs), shall be kept out of view unless the report is being completed during an incident, during input of information into the National Fire Incident Reporting System (NFIRS) or during processing or review at West Klickitat Regional Fire Authority facilities by authorized personnel (45 CFR 164.530(c)).

903.6 SECURITY

All patient records containing PHI or PPI shall be kept secure at all times whether the record is in written, verbal, electronic or any other visual or audible format (45 CFR 164.306(a)).

Documents provided by a patient or caregiver will receive the same level of confidentiality and security as WKRFA records during the time WKRFA personnel retain possession of the documents.

No patient record, including documents and electronic images containing PHI, shall be visible to the public.

903.6.1 ELECTRONIC PHI SECURITY

All computer workstations and servers within the WKRFA shall require appropriate security measures, such as user identification and login passwords, to access electronic documents, including electronic PHI (45 CFR 164.308(a)(5)).

Members with access to electronic data shall lock their workstation when left unattended and shall shut down their workstation when leaving for the day to prevent unauthorized access to electronic PHI (45 CFR 164.310; 45 CFR 164.312).

Remote access to WKRFA computer workstations requires that appropriate security measures be provided for access to PHI (45 CFR 164.312).

Personal health information may be transmitted electronically, provided the transmission occurs through a secure process that allows end-to-end authentication and the recipient is authorized to receive the information. Electronic transmission consists of email, file transfer protocol, Internet web posting and any configurable data stream. End-to-end authentication is accomplished when the electronic referral does not leave a secure network environment and the recipient is known, or when encryption and authentication measures are used between sender and recipient, thus verifying full receipt by the recipient. Any electronic PHI traveling outside a secure

Klickitat County Fire District 3

Policy Manual

Patient Medical Record Security and Privacy

network environment, into the Internet, requires encryption and authentication measures (45 CFR 164.312(e)).

903.6.2 HARD COPIES

Hard copies of PCRs shall be kept in a secured area when unattended by authorized personnel. An office is unattended when staff is physically outside the specific office area and unable to maintain record security. This includes, but is not limited to, breaks, lunch or meetings outside the office.

Hard copies of PCRs should be stored in a locked area whenever practicable for ease of record retention and retrieval.

Patient records shall not be removed from the WKRFA facilities without express authorization from the Public Records Officer.

903.7 PHI RECORD REQUESTS

The following procedures apply to PHI record requests:

- (a) Requests and subpoenas for copies of patient records shall be processed by the Public Records Officer.
- (b) The Public Records Officer or the authorized designee shall not release records containing PHI without a properly completed authorization to release medical records that is signed by the patient or legal representative of the patient.
 1. Verification that the person completing the authorization is the patient or the legal representative of the patient shall be made with government-issued identification and documentation (45 CFR 164.508(c)).
- (c) Unless the request for records is from the patient or the parent of a minor patient, PHI shall be redacted from the record. A photocopy of the record shall be distributed to the requestor.
- (d) Requests for records via a valid subpoena do not require that PHI be redacted.
- (e) Fulfilled records requests shall be placed in a sealed envelope for release to the requestor.
- (f) A full copy of the valid subpoena or authorization to release medical records form shall be maintained in the file with the PCR.

903.7.1 PROHIBITED DISCLOSURES OF PHI AND PPI

- (a) The WKRFA shall not use or disclose PHI or PPI without authorization. Prohibited disclosures include any form of communication, except as permitted in this policy, including but not limited to, the following (45 CFR 160.103):
 1. PHI or PPI contained in e-mail or other forms of written communication
 2. Sharing of PHI or PPI on any website, blog or other form of social or public media

Klickitat County Fire District 3

Policy Manual

Patient Medical Record Security and Privacy

3. Verbal discussions
4. The use of any imaging device capable of capturing and storing still or moving images, such as digital or other cameras, video cameras, cellular telephones with picture-taking or video-recording capability or any other device with picture-taking or video-recording capability while engaged in patient care, while at the scene of a medical emergency or hospital, or at any time when such use could reasonably be expected to result in the inappropriate capture of PHI or PPI

903.7.2 PERMITTED DISCLOSURES OF PHI AND PPI

The Public Records Officer may release records containing PHI or PPI without authorization from the patient under any of the following circumstances:

- (a) For the WKRFA's use to carry out treatment, payment or health care operations (45 CFR 164.506)
- (b) Where the PHI is requested pursuant to a valid subpoena or court order (45 CFR 164.512(e))
- (c) Where the PHI is part of a limited data set (45 CFR 164.514(e))
- (d) Where the PHI is used for public health activities authorized by law, including when the information is necessary to report child abuse or neglect (45 CFR 164.512(b))
- (e) Where the PHI is disclosed to a government authority because the person is believed to be a victim of abuse, neglect or domestic violence (45 CFR 164.512(c))
- (f) To law enforcement as provided in this policy (45 CFR 164.512(f))
- (g) Where the WKRFA believes that disclosure of the information is necessary to avert a serious threat to the health or safety of a person or the public (45 CFR 164.512(j))
- (h) Where the PHI is required for worker's compensation purposes (45 CFR 164.512(l))

903.7.3 REQUIRED DISCLOSURES

The WKRFA must disclose PHI when:

- (a) The PHI is requested by and provided to the individual to whom the PHI belongs (45 CFR 164.502(a)(2)).
- (b) The information is required by the U.S. Secretary of Health and Human Services to investigate compliance with HIPAA (45 CFR 164.502(a)(2)).

903.7.4 SUBPOENAS

Records containing PHI or PPI will be disclosed only if one of the following is present (45 CFR 164.512(e)(1)):

- (a) A court order or subpoena signed (or stamped) by a judge that requires no additional assurances or notification to the individual whose records are requested

Klickitat County Fire District 3

Policy Manual

Patient Medical Record Security and Privacy

- (b) A subpoena or discovery order signed by an attorney which requires additional proof of service that written notification has been given to the individual whose records are requested or a Declaration by the requesting party showing that reasonable efforts have been made to ensure that notice has been provided to the individual whose records are being requested or there is a Qualified Protective Order. No records relating to the person named in the notice will be produced until the time to respond to the notice has lapsed and no objections to the production of the materials requested have been made. If written notification to the individual is not provided, the Declaration must establish that:
1. The requesting party has made a good faith effort to provide written notice to the individual, and
 2. The notice includes sufficient information about the litigation or proceeding for which the PHI is requested to allow the individual to raise an objection, and
 3. The time for the individual to raise objections to the court or tribunal has elapsed, and
 4. No objections were filed or all objections have been resolved.
 5. In lieu of a Declaration, records may be released if there is a court order or a stipulation by the parties to the litigation that:
 - (a) Prohibits the parties from using or disclosing the PHI for any purpose other than the litigation or proceeding for which such information was requested.
 - (b) Requires the return to the WKRFA or destruction of the PHI (including all copies made) at the end of the litigation or proceeding.

903.7.5 RELEASE OF PHI TO LAW ENFORCEMENT

The release of PHI to a law enforcement agency is permitted under the following circumstances:

- (a) In response to a law enforcement officer who completes the WKRFA's release of PHI to law enforcement form and requires the PHI (45 CFR 164.512(f)(1)):
1. To report certain types of wounds or other physical injuries.
 2. In compliance with a court order or court-ordered warrant, subpoena or summons, a grand jury subpoena or an administrative request.
- (b) In response to a law enforcement officer who completes the WKRFA's release of PHI to law enforcement form for the purpose of identifying or locating a suspect, fugitive, material witness or missing person. In such a case, the WKRFA may only disclose the following PHI (45 CFR 164.512(f)(2)):
1. Name and address
 2. Date and place of birth

Klickitat County Fire District 3

Policy Manual

Patient Medical Record Security and Privacy

3. Social Security number
4. ABO blood type and Rh factor
5. The character and extent of injuries
6. Date and time of treatment
7. Date and time of death, if applicable
8. A description of distinguishing physical characteristics

903.8 INDIVIDUAL RIGHTS

The privacy officer is responsible for ensuring the WKRFA complies with all of the following rights of patients:

- (a) The right to request restrictions on certain uses and disclosures of PHI (45 CFR 164.522(a))
- (b) The right to receive their PHI confidentially (45 CFR 164.522(b))
- (c) The right to inspect and copy their PHI (45 CFR 164.524)
- (d) The right to request amendments to their PHI (45 CFR 164.526)
- (e) The right to receive an account of disclosures of PHI (45 CFR 164.528)

903.8.1 PHI AMENDMENT REQUESTS

Patients have the right to review their PHI records, and if necessary, to request that amendments be made. A patient must make a request in writing to have his/her medical record amended. Included in the request must be the patient's account of the incident and what specific amendment is being requested (45 CFR 164.526(b)(1)).

The privacy officer has the authority to deny the request for amendment where the PHI (45 CFR 164.526(a)(2)):

- (a) Was not created by the WKRFA.
- (b) Is not part of the designated record.
- (c) Is not available for inspection by the requestor pursuant to 45 CFR 164.524.
- (d) Is accurate and complete.

Within 60 days of receipt of the request for amendment, the privacy officer must provide the basis for its denial in writing or, in the case that the request is approved, provide notice of approval (45 CFR 164.526(b)(2)).

The time for response may be extended for up to 30 days with a written statement to the requestor identifying the reasons for the delay and the date by which the action will be completed (45 CFR 164.526(b)(2)).

Approved: _____

Version 12.18.2024

**LEASE AGREEMENT
BETWEEN THE CITY OF WHITE SALMON AND THE
WEST KLICKITAT REGIONAL FIRE AUTHORITY**

THIS LEASE AGREEMENT (hereinafter “Lease”) is between the CITY OF WHITE SALMON, a municipal corporation of the State of Washington, (“CITY”), and the WEST KLICKITAT REGIONAL FIRE AUTHORITY, a Washington municipal corporation, “WKRFA.”

RECITALS

1. The CITY has maintained a fire department and owns real property used for fire department services legally described in **Exhibit A** and located at 119 NW Church Avenue, White Salmon “Property.”
2. On November 7, 2023, the voters of the CITY and Klickitat County Fire Protection District No. 3 voted to approve the formation of the WKRFA effective September 30, 2024 with an operational effective date of January 1, 2025.
3. Effective January 1, 2025, the Property will be used jointly by the CITY and the WKRFA under the terms of this Lease.

AGREEMENT

NOW, THEREFORE, the CITY and WKRFA agree as follows:

1. PREMISES.
 - 1.1. **Premises Defined.** **Exhibit B** attached hereto and incorporated herein depicts the buildings and other improvements on the Property that are used exclusively for WKRFA purposes, exclusively for CITY purposes, and jointly by WKRFA and the CITY. The CITY leases to WKRFA and WKRFA leases from the CITY the portion of the Property described in Exhibit B as being for the exclusive use of WKRFA “Premises.” The Public Works Shop (entire downstairs and staircase of the property at 220 Tohomish St, White Salmon, WA) will remain the sole use of the City and is not subject to any part of this lease agreement.
 - 1.2. **Common Area.** WKRFA also has the right to use jointly with the CITY the areas depicted in Exhibit B for joint use by WKRFA and CITY (the “Common Area”) along with sidewalks. The 6 parking spaces located at the south section of the public parking lot shall remain dedicated for fire department use only. Signage will be maintained by the WKRFA noting “Firefighter Parking Only”.
 - 1.3. **As-Is.** The CITY is providing the Premises and Common Area in “as-is” condition for WKRFA’s use. The CITY makes no representation regarding the condition of the Premises and Common Area, or improvements located on the same.

Version 12.18.2024

2. **USE.**

- 2.1. **Permitted Use.** WKRFA shall use the Premises and Common Area as defined in Exhibit B for a fire station, and administration purposes (the "Permitted Use") and for no other purpose unrelated to the management and operation of a regional fire authority.
- 2.2. **Restrictions on Use.** WKRFA shall not cause or permit any damage to the Property or Premises. If WKRFA fails to comply with all or any of the restrictions on the use of the premises set out in subsection 2.2, the City shall notify WKRFA and provide WKRFA a reasonable time to take all steps necessary to remedy the failure. If WKRFA fails to do so in a timely manner, then the City may take any steps necessary to remedy the failure. Upon demand by the City, WKRFA shall pay all costs of the remedial action.
- 2.3. **Council Chambers.** The CITY shall retain ownership and priority use of the City Council Chambers located on the Premises until such time that the City and the WKRFA approve a transition plan. During the shared use period, the WKRFA shall at no additional cost, reserve the City Council Chambers through City Hall for use. CITY will oversee scheduling of the chambers and has priority for use of the chambers. The CITY shall retain ownership of all furnishings, equipment and AV amenities located in the Council Chambers. Council chambers will be scheduled every Tuesday for the WKRFA to use for training.
- 2.4. During bonified emergency events that require activation of an emergency operations center (EOC), WKRFA shall have priority for use of common space areas until the emergency has stabilized. WKRFA shall make every effort to accommodate space for regularly scheduled public meetings in this example. Both the City and WKRFA agree that meeting locations may need to be adjusted – during a significant emergency out of the control of either party.

3. **TERM.**

- 3.1. **Term Defined.** The term of this lease shall be for 99 years unless terminated earlier by mutual agreement of WKRFA and the City or upon occurrence of the City Vacation as defined below.
 - (a) The City of White Salmon shall vacate the Council Chambers when they have acquired or completed construction of a suitable and comparable location, in the sole discretion of the City.
 - (b) The City shall provide a report every 2 years to the WKRFA on the progress of the relocation of the Council Chambers.

Version 12.18.2024

4. LEASE PAYMENT.

- 4.1. **Rent.** The consideration for this Lease is Section VI.F.7 of the WKRFA Plan and no additional consideration or payments shall be required.

5. UTILITIES AND OTHER EXPENSES.

- 5.1. **Electric, Garbage, Natural Gas, Sewer.** The monthly costs of these Utilities shall be paid 50 % by WKRFA and 50% by the CITY. The City shall invoice the WKRFA on a quarterly basis for the prior quarters based on the actual utility expenses in the prior quarter. The parties agree to evaluate the percentages on an annual basis and may agree to modify the percentages to allocate costs based on actual use of the Property.
- 5.2. **Water.** The monthly costs of water utilities (Base Fees and Water Consumption through the building assigned meter) shall be paid 50% by WKRFA and 50% by the CITY. The City shall invoice the WKRFA on a quarterly basis for the prior quarters based on the actual utility expenses in the prior quarter. Payment shall be due within thirty (30) days of the invoice date. The parties agree to evaluate the percentages on an annual basis and may agree to modify the percentages to allocate costs based on the actual use of the Property.
- 5.3. **Bulk Water Use.** All water used from a location not tracked in regular utility billing services, including fire hydrants, will be tracked and reported for Washington State required tracking. The City and the WKRFA will negotiate and execute an Interlocal Agreement for Bulk Water Use and Purchase no later than January 31, 2025.
- 5.4. **Janitorial.** The WKRFA will be responsible for the janitorial services for space deemed WKRFA sole use per this lease agreement Exhibit B. The City and WKRFA shall share equally in the costs of the janitorial services for the Common Areas identified in Exhibit B. The City shall invoice the WKRFA on a quarterly basis for the prior quarters based on the actual janitorial expenses in the prior quarter. The parties agree to evaluate the percentages on an annual basis and may agree to modify the percentages to allocate costs based on actual use of the Property.

6. MAINTENANCE AND REPAIR.

- 6.1. **Routine Maintenance.** Routine maintenance includes all regular maintenance that does not meet the threshold of Major Repairs and Maintenance set forth in Section 6.2. WKRFA shall be solely responsible for the routine maintenance associated with the Premises. The CITY and WKRFA shall share equally in the costs of routine maintenance for the Common Areas. The CITY shall remain responsible for all routine maintenance for all portions of the Property other than the Premises and Common Areas.
- 6.2. **Major Repairs and Maintenance** Major Repairs and Maintenance shall be defined as repairs or maintenance items with a per occurrence cost in excess of \$2,500.00 excluding WSST (for example, if a water pipe breaks and damages the flooring, the \$2,500.00 cost limit applies to all repair and maintenance costs associated with

Version 12.18.2024

repairing the pipe, the floor, and any associated damage). The CITY shall be responsible for all Major Repairs and Maintenance, including capital improvements that exceed \$7,500, with the exception that WKRFA shall be responsible for all Major Repairs and Maintenance which are caused by the intentional or negligent acts of WKRFA's employees, agents, or licensees.

- 6.3. **Additions and Improvements to Premises.** WKRFA shall, at its sole cost and expense and in compliance with all laws and regulations, make any and all additions, repairs, alterations, maintenance, replacement, or changes to the Premises or any improvements on the Premises which may be desired by the WKRFA or required by any public authority. All additions, repairs, alterations, replacements, or changes to the Premises shall be made in accordance with Section 7.

7. TENANT IMPROVEMENTS.

- 7.1. **Construction.** Prior to any construction, alteration, replacement, removal, or major repair of any improvements on the Premises, WKRFA shall submit to the CITY plans and specifications which describe the proposed activity. Construction shall not commence until the CITY has approved the plans and specifications in writing. The CITY shall expedite processing of such plans and specifications so that approval can happen in a timely manner but no longer than 60 days following complete submission. Upon completion of construction, WKRFA shall promptly provide the CITY with as-built plans and specifications. The CITY's consent and approval shall not be required for any routine maintenance or repair of improvements made by the WKRFA pursuant to its obligation to maintain the Premises in good order and repair that does not result in the construction, alteration, replacement, removal, or major repair of any improvements on the Premises. The provisions of this section do not obviate any permit requirements that may apply to the proposed activity.
- 7.2. **Unauthorized improvements.** Improvements made on the premises without the City's prior consent pursuant to subsection 7.1 or which are not in conformance with the plans submitted to and approved by the City ("Unauthorized Improvements") or otherwise constructed in violation of any permit shall immediately become the property of the City, unless the City elects otherwise. Regardless of the ownership of the Unauthorized Improvements, the City may, at its option, require WKRFA to sever, remove, and dispose of them. If WKRFA fails to remove an Unauthorized Improvement upon request, the City may remove it and charge WKRFA for the cost of removal and disposal.

8. INDEMNIFICATION.

- 8.1. The WKRFA agrees that it will protect, save, defend, hold harmless and indemnify the CITY, its officials, employees and agents from any and all demands, claims, judgments, or liability for loss or damage arising as a result of accidents, injuries, or other occurrences on the Premises or on CITY's Property, occasioned by either the negligent, reckless and/or willful conduct of the WKRFA, its agents or any person or entity holding under the WKRFA or any person or entity on the Premises or on the CITY's

Version 12.18.2024

property as a result of WKRFA's activity, regardless of who the injured party may be. Notwithstanding the foregoing, CITY shall, to the extent permitted by law, indemnify and hold WKRFA harmless for any and all demands, claims, judgments, or liability for loss or damage arising from CITY's negligent, reckless and/or willful acts (including those of CITY's employees or commissioners).

8.2. WKRFA shall indemnify, defend and hold CITY harmless from any and all claims, demands, judgments, orders, or damages resulting from hazardous substances on the Premises caused in whole or in part by the activity of the WKRFA, its agents, subtenants, or any other person or entity on the Premises during any period of time that WKRFA has occupied all or a portion of the Premises during the term of the Lease. CITY shall, to the extent permitted by law, indemnify and hold WKRFA harmless from any and all claims, demands, judgments, orders or damages resulting from hazardous substances on the Premises caused by CITY.

8.3. "Hazardous Substance" means any substance which now or in the future becomes regulated or defined as Hazardous Substance or Hazardous Waste under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to human health, environmental protection, contamination or cleanup, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. 9601 et seq., and Washington's Model Toxics Control Act ("MTCA"), RCW 70.105D.010 et seq.

8.4. The provisions of Section 8 shall survive the expiration or termination of this Lease.

9. ASSIGNMENT AND SUBLETTING.

9.1. WKRFA shall not sell, convey, mortgage, assign, pledge, sublet, or otherwise transfer or encumber all or any part of WKRFA's interest in this Lease or the Premises without the CITY's prior written consent in their sole discretion. In the event of such consent, each permitted transferee shall assume all obligations under this Lease. No assignment, sublet, or transfer shall release, discharge, or otherwise affect the liability of WKRFA. A dissolution of the WKRFA shall be deemed to be an assignment of this Lease. The acceptance by the CITY of the payment following an assignment or other transfer shall not constitute consent to any assignment or transfer. The CITY's consent shall not be required for a sublease of the premises to another governmental entity providing services that directly support and benefit the operation of the regional fire authority.

10. INSURANCE.

10.1. During the term of this Lease and any extension thereof, the CITY shall maintain an insurance policy on the Property in the amount of the replacement cost, for damage from fire; earthquake; and other perils. Said insurance policy shall also insure the replacement value of the equipment owned by the CITY pursuant to this Lease. WKRFA shall reimburse the City for any increase in premiums charged to the City for such insurance policy resulting from WKRFA's operations on the property. The proceeds on a claim against said insurance policy for damage shall be used to repair

Version 12.18.2024

damage to the building so insured and to repair or replace any damaged personal property provided by the CITY. The City shall reimburse the WKRFA for any increase in premiums charged to the WKRFA for such insurance policy resulting from City's operations on the property. The provisions of this subsection shall be deemed satisfied by continued enrollment by the City in the AWC Insurance Risk Pool.

10.2. The WKRFA shall be responsible for maintaining its own fire and hazard insurance on WKRFA-owned personal property and leasehold improvements placed within the Property by the WKRFA.

10.3. The WKRFA shall procure and maintain for the duration of the Lease, insurance against claims for injuries to persons or damage to property which may arise from or in connection with this Lease by the WKRFA, its agents, representatives, employees or subcontractors.

11. **DAMAGE OR DESTRUCTION.** The parties recognize that some or all use of the Property or Premises may be interfered with or prevented because of fire, earthquake, flood, storm, landslide, act of war, vandalism, theft or other extraordinary casualty ("Casualty").

11.1. **Material Damage.** If the Premises or Common Area are damaged or destroyed by fire or any Casualty which cannot, despite diligent, good faith efforts be repaired or restored within one hundred twenty (120) days following the date on which such damage occurs, then WKRFA may elect to terminate the Lease effective as of the date of such damage or destruction. Within thirty (30) days after the date of such damage, the parties shall determine whether the damage can be repaired or restored within one hundred twenty (120) days. After that determination has been made, WKRFA shall have a period of thirty (30) days to terminate the Lease by giving written notice to the CITY.

11.2. **Repair after Damage.** If WKRFA does not give notice of WKRFA's election to terminate as provided in subsection 11.1, then the CITY shall, subject to the provisions of this Section, immediately commence and diligently pursue the completion of the repair of such damage so that the Premises and Common Area is restored to a condition of similar quality, character and utility for WKRFA's purposes. Notwithstanding anything contained herein to the contrary, if the Premises is not repaired and restored within one hundred twenty (120) days from the date of the damage, WKRFA may cancel the Lease at any time before CITY completes the repairs and delivers the restored Premises and Common Area to WKRFA. If WKRFA does not so terminate, CITY shall continue to restore the Premises and Common Area. WKRFA shall have no claim against the CITY for any direct, incidental or consequential damages arising from the CITY's failure to commence or complete any repairs to the Premises or Common Area. In no event shall the CITY be obligated to spend more money on the repair than is provided by insurance proceeds in subsection 10.1.

11.3. **Uninsured Damage.** If damage or destruction is caused by a peril not required to be insured against hereunder and for which insurance proceeds are not available, either the CITY or WKRFA may terminate this Lease by thirty (30) days written notice to the

Version 12.18.2024

other of its election so to do so and the Lease shall be deemed to have terminated as of such date unless the other party agrees in writing to pay for such repairs or restoration.

12. DEFAULT AND REMEDIES.

12.1. **Acts Constituting Default.** WKRFA shall be in default of this Lease on the occurrence of any of the following:

- (a) Failure to pay expenses when due;
- (b) Failure to comply with any law, regulation, policy, or order of any lawful governmental authority;
- (c) Failure to comply with any other provision of this Lease;
- (d) Failure to cure a default pursuant to Section 12.2 below;
- (e) Proceedings are commenced by or against WKRFA under any bankruptcy act or for the appointment of a trustee or receiver of WKRFA's Premises; or
- (f) WKRFA vacates or abandons the Premises.

12.2. **Failure to Cure.** A default shall become an event of default ("Event of Default") if WKRFA fails to cure, or take positive steps to cure, the default within thirty (30) days after CITY provides WKRFA with written notice of default, which specifies the nature of the default.

12.3. **CITY's Remedies Upon Default.** Upon an Event of Default, CITY may terminate this Lease and remove WKRFA by summary proceedings or otherwise. CITY's reentry or repossession of the Property under this subsection shall not be construed as an election to terminate this Lease or cause a forfeiture of rents or other charges to be paid during the balance of the Term, unless CITY gives a written notice of termination to WKRFA or termination is decreed by legal proceedings.

13. **ENTRY BY THE CITY.** The CITY shall have the right to enter the premises leased solely to the WKRFA as outlined in Exhibit B at any reasonable hour to inspect for compliance with the terms of this Lease upon twenty-four (24) hours notice. The CITY and/or CITY's agents shall comply with all of WKRFA's work safety rules and restrictions.

14. **NOTICE.** Any notices required or permitted under this Lease may be personally delivered, delivered by e-mail, or mailed by certified mail, return receipt requested, to the addresses listed on the signature page or to such other places as the parties may direct in writing from time to time. A notice shall be deemed given and delivered upon personal delivery, or three (3) days after being mailed as set forth above, whichever is applicable. A notice sent by email shall be deemed to have been received at the time shown in a delivery confirmation report generated by the sender's email system.

15. MISCELLANEOUS.

Version 12.18.2024

- 15.1. Authority. The CITY and WKRFA represent that each person signing this Lease on its behalf is authorized to do so.
- 15.2. Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the parties, their successors, and assigns.
- 15.3. Headings. The headings used in this Lease are for convenience only and in no way define, limit, or extend the scope of this Lease or the intent of any provision.
- 15.4. Entire Agreement. This Lease, including the exhibits and addenda, if any, contains the entire agreement of the parties. All prior and contemporaneous agreements, promises, representations, and statements relating to this transaction or to the Premises, if any, are merged into this Lease.
- 15.5. Waiver. The waiver by the CITY of any breach or default of any term, covenant, or condition of this Lease shall not be deemed to be a waiver of such term, covenant, or condition; of any subsequent breach or default of the same; or of any other term, covenant, or condition of this Lease. The CITY's acceptance of a rental payment shall not be construed to be a waiver of any preceding or existing breach other than the failure to pay the particular rental payment that was accepted.
- 15.6. Cumulative Remedies. The rights and remedies of the CITY under this Lease are cumulative and in addition to all other rights and remedies afforded to the CITY by law or equity or otherwise.
- 15.7. Time is of the Essence. TIME IS OF THE ESSENCE as to each and every provision of this Lease.
- 15.8. Invalidity. If any provision of this Lease shall prove to be invalid, void, or illegal, it shall in no way affect, impair, or invalidate any other provision of this Lease.
- 15.9. Applicable Law and Venue. This Lease shall be interpreted and construed in accordance with the laws of the State of Washington. Any reference to a statute shall mean that statute as presently enacted or hereafter amended or superseded. Venue for any action arising out of or in connection with this Lease shall be in the Superior Court for Klickitat County, Washington.
- 15.10. Modification. Any modification of this Lease must be in writing and signed by the parties. The CITY shall not be bound by any oral representations or statements.
- 15.11. Quiet Enjoyment. The CITY covenants and agrees that WKRFA, upon performing the terms and conditions of the Lease, may peacefully hold and enjoy the Premises during said term without any interruption by the CITY, its successors or assigns, or any person or company lawfully claiming by or through it.
- 15.12. Recording of Short Form Lease. Neither the CITY nor WKRFA may record this Lease without the other's prior approval, but the parties will at any time at the request of either party promptly execute duplicate originals of an instrument, in recordable form, which

Version 12.18.2024

will constitute a short form of this lease, setting forth a description of the Premises, the terms of this lease and other provisions hereof, except the rental and other provisions as either party may request, which may be recorded.

15.13. Duplicate Originals. This Lease Agreement may be executed in duplicate originals.

THIS AGREEMENT requires the signature of all parties and is executed as of the date of the last signature below.

**WEST KLICKITAT REGIONAL FIRE
AUTHORITY**

CITY OF WHITE SALMON

By: _____
Chief, WKRFA

DocuSigned by:
M. Kloth
By: _____
361DCFFEBE64421...
Mayor, City of White Salmon

DATE: _____

DATE: 12/31/2024

NOTICES TO BE SENT TO:

ATTEST:

DocuSigned by:
Stephanie P...

F5100D80A85C483...
City Clerk

Version 12.18.2024

**Exhibit A
Legal Description**

PARCEL_NUM: 03111968020700
LEGAL: LOTS 7 & 8 BLOCK B NWSW; 19-3-11
GROSHONGS-W.S.
NAME: CITY OF WHITE SALMON



Version 12.18.2024

Exhibit B
Property Description and Premises Identification

The parking spaces identified by the red square below, shall be reserved for the use of the WKRFA in accordance with this lease agreement Section 1.2. Allowed use is subject to the duration of this lease agreement.



Version 12.18.2024

Exhibit B Property Description and Premises Identification

