

**WOODINVILLE FIRE & RESCUE**  
**Tuesday, December 7, 2021**

**REGULAR MEETING OF THE BOARD OF FIRE COMMISSIONERS**

Commissioner Collins called the virtual meeting to order at 5:01 p.m. Roll call was taken and was as follows:

**Roll Call**

Commissioner Collins (Chair)  
Commissioner van Veen  
Commissioner Halbert  
Commissioner Osgood  
Commissioner Millman

**Staff**

Fire Chief Jeff Clark  
Assistant Chief Ben Lane  
Deputy Chief Dana Schutter  
Deputy Director Pam Bryson  
Deputy Director Jamie Formisano  
Finance Director Joan Montegary  
Board Secretary Nicole Frisch

**Consideration and Approval of Agenda in Content and Order**

***MOTION:*** Commissioner van Veen moved to approve the agenda as presented. The motion was seconded by Commissioner Osgood. The motion passed, 5-0.

**Public Comment**

None.

**1. Board Rules of Procedure (attached hereto)**

The Board discussed the Board Rules of Procedure as attached hereto specific to Section 13, Voting.

**2. Staff Report 21-012 – Termination of 457(b) Plan; Resolution 2021-06 (attached hereto)**

Director Montegary presented the Staff Report and Resolution that are attached hereto.

***MOTION:*** Commissioner van Veen moved that the Board of Fire Commissioners adopt Resolution 2021-06 and authorize the Board Chair to sign the Amendment terminating the

*Woodinville Fire & Rescue 457(b) Plan, as presented. The motion was seconded by Commissioner Halbert. The motion passed, 5-0.*

**3. Staff Report 21-013 – LEOFF 1 Dental Expense (attached hereto)**

Director Montegary presented the Staff Report that is attached hereto. Discussion ensued.

**4. Fire Chief Briefing (attached hereto)**

Chief Clark reviewed the Fire Chief Briefing as attached hereto.

**5. Consent Agenda (attached hereto)**

- a. Approval of Minutes from the November 9, 2021 regular meeting
- b. Approval of Payroll Voucher ACH 21-21 for \$9,600.45 and ACH 21-22 for \$10,294.02
- c. Approval of General Voucher for \$1,145,330.30

**MOTION:** *Commissioner Millman moved that the Board of Fire Commissioners approve the Consent Agenda as presented. The motion was seconded by Commissioner van Veen. The motion passed, 5-0.*

**6. Reports and Requests from the Commissioners/Good of the Order**

Board Chair Collins thanked Commissioner Osgood and for his 24 years of service on the Woodinville Fire & Rescue Board of Fire Commissioners and presented him with a plaque.

Commissioners van Veen, Halbert, and Millman thanked Commissioner Osgood for his years of service and guidance.

**7. Adjournment**

**MOTION:** *Commissioner Osgood moved to adjourn the meeting. The motion was seconded by Commissioner van Veen. The motion passed, 5-0.*

**Board Chair Collins adjourned the meeting at 5:54 p.m.**

  
\_\_\_\_\_  
Nicole Frisch, Board Secretary

  
\_\_\_\_\_  
Derek van Veen, Commissioner, Position 1

*Doug Halbert*  
Doug Halbert, Commissioner, Position 2

*Anjela Barton*  
Anjela Barton, Commissioner, Position 3

*Mike Millman*  
Mike Millman, Commissioner, Position 4

*Roger Collins*  
Roger Collins, Commissioner, Position 5



**Woodinville Fire & Rescue**

**REGULAR MEETING OF THE BOARD OF FIRE COMMISSIONERS**

**Tuesday, December 7, 2021**

**5:00 p.m.**

Meeting will be held virtually, via Microsoft Teams. Use the link below to attend live.

[Click here to join the meeting](#)

To listen live, dial [+1 509-931-1382,,611075914#](#)

Phone Conference ID: 611 075 914#

**AGENDA**

Call to Order/Roll Call

Approval of Agenda in Content and Order

Public Comments (Please submit public comment via email to [NFrisch@esf-r.org](mailto:NFrisch@esf-r.org) at least one hour prior to start of meeting. Please limit comments to three minutes.)

**Board Business Items**

1. Board Rules of Procedure
2. Staff Report 21-012 – Termination of 457(b) Plan; and Resolution 2021-06
3. Staff Report 21-013 – LEOFF 1 Dental Coverage Discussion
4. Fire Chief Briefing
5. Consent Agenda
  - a. Approval of Minutes from the November 9, 2021 Regular Meeting
  - b. Approval of Payroll Vouchers 21-21 for \$9,600.45 and 21-22 for \$10,294.02
  - c. Approval of General Voucher for \$1,145,330.30
6. Reports and Requests from the Commissioners/Good of the Order
7. Adjournment

**WOODINVILLE FIRE & RESCUE  
RESOLUTION NO. 2021-02**

**A RESOLUTION ADOPTING  
RULES OF PROCEDURE FOR THE BOARD OF FIRE COMMISSIONERS**

---

**RECITALS**

**WHEREAS**, the Woodinville Fire & Rescue (“District”) Board of Fire Commissioners (“Board”) adopts Resolution 2021-02 establishing the Rules of Procedure for the Woodinville Fire & Rescue Board of Fire Commissioners; and

**WHEREAS**, Resolution 2021-02 supersedes all previous resolutions relating to Board rules of procedure; and

**WHEREAS**, the Board believes that establishing rules of procedure will facilitate the management of meetings and benefit the public’s interest in accomplishing business on behalf of the citizens of the District;

**NOW, THEREFORE**, it is resolved by the Woodinville Fire & Rescue Board of Fire Commissioners that:

The Board’s Rules of Procedure attached to this Resolution as Exhibit 1 and dated July 13, 2021 are adopted as the Board’s official procedures.

**ADOPTED AT A REGULAR MEETING OF THE BOARD OF FIRE  
COMMISSIONERS OF WOODINVILLE FIRE & RESCUE THIS 13<sup>th</sup> DAY OF JULY 2021.**

**WOODINVILLE FIRE & RESCUE  
COUNTY OF KING, WASHINGTON**

**Approved as to Form:**

/s/ Jeffrey Ganson  
Jeffrey Ganson, District Counsel

Derek van Veen  
Derek van Veen, Commissioner, Position 1

Doug Halbert  
Doug Halbert, Commissioner, Position 2

Tim Osgood  
Timothy Osgood, Commissioner, Position 3

Mike Millman  
Mike Millman, Commissioner, Position 4

Roger Collins  
Roger Collins, Commissioner, Position 5

**Attest:**

Nicole Frisch  
Nicole Frisch, Board Secretary



## **BOARD OF FIRE COMMISSIONERS RULES OF PROCEDURE**

**ADOPTED July 13, 2021  
By RESOLUTION 2021-02**

## **Woodinville Fire & Rescue Board Rules of Procedure**

### **TABLE OF CONTENTS**

<b>SECTION</b>	<b>TITLE</b>	<b>PAGE</b>
1.0	General Information	<b>3</b>
2.0	Elections	<b>3</b>
3.0	Oath of Office	<b>3</b>
4.0	Officers	<b>4</b>
5.0	Committees	<b>4</b>
6.0	Board Secretary	<b>5</b>
7.0	Preliminary Meeting Agenda Preparation	<b>6</b>
8.0	Public Notice of Meetings and Hearings	<b>6</b>
9.0	Meetings	<b>7</b>
10.0	Quorum	<b>10</b>
11.0	Order of Business of Board Meetings	<b>10</b>
12.0	Public Participation	<b>11</b>
13.0	Voting	<b>12</b>
14.0	Meeting Minutes	<b>12</b>
15.0	Code of Ethics / Appearance of Fairness	<b>12</b>
16.0	Confidentiality	<b>13</b>
17.0	Public Records Requests	<b>13</b>
18.0	Equipment Issue	<b>14</b>
19.0	Commissioner Compensation	<b>14</b>
20.0	Travel	<b>16</b>
21.0	Personal Liability Protection	<b>16</b>



## **1.0 General Information**

- 1.1. These rules constitute the official Rules of Procedure (“Rules”) for the Woodinville Fire & Rescue (“District”) Board of Fire Commissioners (“Board”). The Washington Fire Commissioners Association Commissioner’s Handbook may be referenced as a basic guide to understanding the various roles, duties and responsibilities of being a Fire Commissioner.
- 1.2. The Rules do not grant any rights or privileges, or provide an independent cause of action, to members of the public or third parties. They are adopted for the sole benefit of the Commissioners to assist them in the orderly conduct of Board business.
- 1.3. In all matters not addressed in the Rules, the Board shall be governed by applicable statutory requirements, District policies and Robert’s Rules of Order.
- 1.4. In the event the Rules conflict with state law, the Board shall follow the applicable statutory requirements and promptly amend the Rules.
- 1.5. The Board may, by a simple majority vote, temporarily waive any provision, in whole or part, contained in the Rules, but only to the extent such waiver does not result in a violation of state law.
- 1.6. The Board may review the Rules periodically as needed, but no less than once every two (2) years in every even numbered year.

## **2.0 Elections**

- 2.1. At the first meeting of each calendar year, the Board shall elect a Chair and Vice-Chair. Such elections may be postponed up to thirty (30) days upon Board motion. Elected officers shall serve for a term of one (1) year or until a successor is elected.
- 2.2. In the event the Chair or Vice-Chair is unable to complete the term of office, the Board shall elect a new Chair or Vice-Chair at the next regular meeting or as expeditiously as possible.

## **3.0 Oath of Office**

- 3.1. As provided by RCW 29A.20.040, Commissioners shall take the oath either: (a) up to ten (10) days prior to the day the Commissioner’s term of office begins, or (b) at the last regular meeting of the Board held before the new Commissioner is to assume office.

## **4.0 Officers**

### **4.1. Presiding Officers:**

- 4.1.1. The Chair, or in his/her absence, the Vice-Chair shall preside at all Board meetings. It shall be the duty of the Presiding Officer to ensure that the transaction of Board business is in accordance with these Rules of Procedure.
- 4.1.2. In the absence of both the Chair and the Vice-Chair at a Board meeting, the remaining Commissioners shall appoint a Commissioner to serve as a temporary Presiding Officer.

### **4.2. Presiding Officer's Duties:**

- 4.2.1. Call all Board meetings to order.
- 4.2.2. Adhere to the Board's approved meeting agenda.
- 4.2.3. Permit and manage public participation in Board meetings.
  - 4.2.3.1. Require all speakers when recognized by the Chair to state their name and place of residence, speak to the issue at hand, and observe the Board's meeting decorum rules.
- 4.2.4. Manage Board discussion to ensure orderly participation of Commissioners.
  - 4.2.4.1. Provide each Commissioner who requests to speak an opportunity to speak when recognized by the Chair.
- 4.2.5. State each motion before it is discussed and before it is voted on.
- 4.2.6. Put motions to a vote and announce the results.

### **4.3. Officer Removal:**

- 4.3.1. The Board may remove the Chair or Vice-Chair from their position by a simple majority vote.

## **5.0 Committees**

- 5.1. The Board may establish Standing Committees and Special Committees of not more than two (2) Commissioners. The Board Chair shall appoint all Committee Chairs and may also appoint a Commissioner to serve as an alternate committee

member to either the Standing or Special Committees, with the concurrence of the Board. Alternate committee members shall attend committee meetings only in the absence of one of the regular committee members.

**5.1.1. Standing Committees:**

5.1.1.1. Standing Committees include but are not limited to: (a) Executive, (b) Finance, (c) System Performance, (d) Intergovernmental Relations and (e) Human Resources.

**5.1.2. Special Committees:**

5.1.2.1. The District's Fire Chief, with the concurrence of the Board, shall be responsible for identifying Special Committee projects. Generally, Special Committees will be formed for the purpose of addressing the District's strategic plan.

**5.1.3. Human Resources:**

5.1.3.1. The Board vests the responsibility for initially considering with District staff and providing recommendations to the Board on District human resources matters in the Human Resources Committee. The Human Resources Committee possesses no independent authority to act or make final decisions and shall forward its recommendations for consideration and action to the Board.

**6.0 Board Secretary**

6.1. The Fire Chief's Executive Assistant, or a designee, shall serve as the Board's Secretary, and provide administrative support to the Board.

**6.1.1. Commissioner Requests for Staff Assistance:**

6.1.1.1. To minimize interference with District operations, Commissioners shall submit all requests for staff assistance on District matters to the Board Secretary, whether those requests relate to Board committee work or a Commissioner's individual inquiry.

6.1.1.2. The Board Secretary, in consultation with the Board Chair, shall arrange for staff to respond to the request, and advise the requesting Commissioner and Board Chair when the requested assistance may be available, or why the request may not be addressed within a reasonable period of time.

- 6.2. The Board Secretary shall serve proper legal notice of all Board meetings and public hearings and prepare the agenda for regular and special meetings.
- 6.3. The Board Secretary shall attend all the Board's regular and special meetings. If the Board Secretary is not available for a Board meeting, the Fire Chief shall appoint a member of the District's staff to act as Board Secretary for the meeting.
- 6.4. The Board Secretary shall keep and maintain a current year-to-date record of each Commissioner's attendance at all meetings.
- 6.5. The Board Secretary shall keep the minutes of all regular and special meetings of the Board and maintain all Board and committee records.

## **7.0 Preliminary Meeting Agenda Preparation**

- 7.1. The Board Secretary, or designee, shall prepare a preliminary agenda for each Board meeting, specifying the time and place of the meeting and stating a brief description of each item to be considered by the Board. The preliminary agenda is subject to review by the Executive Committee prior to issuance.
  - 7.1.1. An item for a Board Meeting may be placed on the preliminary agenda by any of the following methods: (a) majority vote of the Board; (b) Board Consensus, (c) Board Chair or Vice-Chair, (d) Board Committee, or (e) Fire Chief.
  - 7.1.2. The preliminary agenda will be emailed to all employees, posted to the District's website and posted on the bulletin board outside the District Headquarters office door at Station 31 at least 24 hours prior to the scheduled Board meeting. To the extent possible, the preliminary agenda will be distributed by 6:00 p.m. the Friday preceding the Board meeting date.
  - 7.1.3. Board meeting packets, containing materials to be considered at the next Board meeting will be available for the Board's review at least 24 hours prior to the scheduled Board meeting. To the extent possible, meeting materials will be available for the Board's review by 6:00 p.m. the Friday preceding the Board meeting date.

## **8.0 Public Notice Meetings and Hearings**

### **8.1. Notice of Regular and Special Meetings:**

- 8.1.1. All meetings will be announced in a timely fashion with the appropriate location and time and notice shall be posted on the District website and

on the bulletin board outside the District Headquarters office door at Station 31.

**8.2. Notice of Public Hearings and Quasi-Judicial Hearings:**

- 8.2.1. A public hearing, such as those held annually on the budget or tax levy and those relating to benefit charges, must be advertised in two consecutive notices of a local newspaper, the last date no more than ten (10) nor less than three (3) days before the hearing. The notice shall state the purpose, time, date and place of the hearing.

**9.0 Meetings**

**9.1. Open Public Meetings Act:**

- 9.1.1. All Board and Committee meetings shall comply with the requirements of RCW 42.30, Open Public Meetings Act.
- 9.1.2. Communication between three or more Board members via telephone, email, in-person or any social media website, may constitute a “meeting” under the Open Public Meetings Act. Therefore, consistent with the spirit and intent of the Open Public Meetings Act:
  - 9.1.2.1. Commissioners shall not participate in a conference call where three or more Board members participate on the call, unless such conference call is duly noticed and conducted as an open meeting.
  - 9.1.2.2. Commissioners shall not participate in email discussions where three or more Board members are participants in the discussion on the email thread.
  - 9.1.2.3. Commissioners shall not, for the purpose of making a decision, engage in a series of meetings (by phone, email, social media or in-person), none of which include a majority of the Board but collectively do involve a majority of the Board (serial or chain meetings).
  - 9.1.2.4. Commissioners shall not engage in any communication on any District sponsored social media website.

**9.2. Regular Meetings:**

- 9.2.1. The Board shall meet the first Tuesday of each month beginning at 1700 hours. The third Tuesday of each month shall be reserved for a study session or second regular meeting, if needed. Regular meetings shall be

held at District Headquarters, Fire Station 31, 17718 Woodinville Snohomish Road NE, Woodinville, WA 98072, unless public notice is given of another location.

- 9.2.2. Should any scheduled meeting fall on a legal holiday, the meeting shall be held at the same hour and place on the next business day in accordance with RCW 42.30.070, Times and places for meetings-Emergencies-Exceptions. The Board may cancel the meeting with appropriate notice to all parties and the public.
- 9.2.3. Regular meetings may be canceled, continued or adjourned to a specific date and time provided notice is provided at least 24 hours in advance of the meeting and in the same manner as for special meetings. The Board must hold a minimum of one (1) regular meeting each month.

**9.3. Special Meetings:**

- 9.3.1. Special meetings may be held by the Board subject to notice requirements in accordance with RCW 42.30.080, Special meetings. Special meetings may be called by the Chair or by a quorum of the Board, by written notice delivered to each Commissioner.
- 9.3.2. Special meeting notices shall be posted on the District website, at District Headquarters, Fire Station 31, and by email to District employees at least 24 hours prior to the meeting. The notice shall specify the time and place of the special meeting and the business to be transacted. The Board shall not take final action on subjects other than those specified in the notice.
- 9.3.3. Notice of special meetings shall be given to any news media that have on file with the District a written request for meeting notices at least 24 hours prior to the meeting.

**9.4. Executive Sessions/Closed Sessions:**

- 9.4.1. Executive sessions may be held for those purposes identified in RCW 42.30.110, Executive sessions. Closed sessions may be held for those purposes identified in RCW 42.30.140.
- 9.4.2. Under RCW 42.30.110(2), before going into Executive Session, the Presiding Officer must publicly announce the purpose for the Executive Session, citing the appropriate section of the statute, and state the length of the session.

- 9.4.3. Should the session require additional time, the Presiding Officer or designee shall make a public announcement that the session is being extended and state the length of the extension.
- 9.4.4. The Board may include or exclude any and all persons and members of the public in an Executive or Closed Session.
- 9.4.5. All written materials and verbal information provided to Commissioners during Executive Sessions shall be kept confidential to ensure that the District's position is not compromised.

**9.5. Committee Meetings:**

- 9.5.1. Standing and special committee meetings may be held at times, dates and locations determined by the committee members.

**9.6. Excused Absences:**

- 9.6.1. As provided by RCW 52.14.050, Vacancies, if appropriate notice of a meeting is given, a Commissioner shall forfeit his/her office by failing to attend three (3) consecutive regular meetings of the Board without being excused by the Board.
- 9.6.2. Commissioners may be excused from attending a meeting by contacting the Board Chair or Secretary prior to the meeting and stating the reason for his/her inability to attend the meeting. If email is used to communicate the absence, a response must be received prior to the meeting in order for the absence to be excused.
- 9.6.3. Following the Roll Call, the Board Chair or Board Secretary shall inform the Board of the Commissioner's absence and state the reason for the absence.
- 9.6.4. The absence may be excused by approval of a motion which shall be non-debatable. Upon passage of the motion by a majority of the Commissioners present, the absent Commissioner shall be considered excused.

**9.7. Attendance of Executive Team Members:**

- 9.7.1. The Fire Chief, or the acting Fire Chief, shall attend all Board meetings. When requested by the Board, District Executive Team members shall attend a Board meeting and remain for such time as the Board directs.

**9.8. Meeting Decorum:**

- 9.8.1. In Board meetings, Commissioners should be addressed as “Commissioner (surname)” or “Mr., Madam, or Ms. (surname)”. The Chair should be addressed as “Mr., Madam, or Ms. Chair”.
- 9.8.2. Board appropriate attire will be casual business attire, which includes District logo wear.
- 9.8.3. While the Board is in session, Commissioners must preserve order and decorum. A Commissioner shall not delay or interrupt, by side conversation, debate with the public, or otherwise, the proceedings of the Board, nor disrupt any Commissioner while speaking.
- 9.8.4. Each Commissioner shall have the right to express dissent from or protest against any matter before the Board and have the reason for such dissent or protest entered into the minutes.
- 9.8.5. In accordance with RCW 42.30.050, Interruptions-Procedure, any person making personal, impertinent or slanderous remarks or who becomes boisterous while participating in a Board meeting may be asked by the Presiding Officer to leave the Board meeting.

**10.0 Quorum:**

- 10.1. A quorum of the Board is three (3) Commissioners. The Board may take action at a meeting only when a quorum of the Commissioners is present.
- 10.2. In the absence of a quorum, no action may be taken except to adjourn the meeting to a subsequent date and time. Adequate notice of an adjourned meeting shall be given to any absent Commissioners, in the event it is not the next regularly scheduled Board meeting.

**11.0 Order of Business during Regular Meetings**

- 11.1. The order of business for each regular meeting shall be as follows, unless modified by the Board:
  - 11.1.1. Call to Order
  - 11.1.2. Pledge of Allegiance
  - 11.1.3. Roll Call
  - 11.1.4. Consideration and Approval of Agenda in Content and Order



- 11.1.5. Public Comment
- 11.1.6. Board Business
  - 11.1.6.1. Presentations
  - 11.1.6.2. Staff Reports and/or Resolutions
  - 11.1.6.3. Fire Chief's Report
- 11.1.7. Consent Agenda
- 11.1.8. Reports and Requests from the Commissioners/Good of the Order
- 11.1.9. Executive Session (if necessary)

## **12.0 Public Participation**

### **12.1. Comments & Material Provided by Citizens:**

- 12.1.1. Citizens wishing to address the Board shall sign in prior to the start of the Board meeting. At their discretion, the Board may allow citizens who have not signed in to speak.
- 12.1.2. For the record, citizens must state their name, address and the organization (if any) they represent.
- 12.1.3. Individual citizens may speak for three (3) minutes or less. However, this rule may be suspended at the discretion of the Chair or by majority vote of the Board.
- 12.1.4. The Board Chair or Board Secretary shall instruct the speaker that their comments are being recorded.
- 12.1.5. No person shall be allowed to address the Board while it is in session without first being recognized by the Chair. All speakers shall speak from the lectern unless an exception is made at the discretion of the Chair.
- 12.1.6. Citizens may provide documents or materials to the Board Secretary before or after speaking at the lectern for future consideration by the Board.

### **12.2. Board Response:**

- 12.2.1. The Board shall have the discretion to address any issue raised during the Public Comment period or may refer the matter for future consideration to staff or at a subsequent Board meeting.

- 12.2.2. Commissioners are encouraged to ask questions of citizens during the Public Comment period. The Board Chair has the discretion to curtail such discussion at any time, so that the business of the Board may continue without undue delay.

### **13.0 Voting**

- 13.1. When a quorum of Commissioners is present, the Board acts by simple majority vote. This requirement cannot be modified by any procedural rule. There shall be no voting by proxy. No matter may be voted upon unless:
  - 13.1.1. The matter has been discussed by the Board at a previous meeting; or
  - 13.1.2. The matter has been placed on the agenda prior to the meeting; or
  - 13.1.3. The matter is considered by a majority vote of the Board to constitute an exigent circumstance that warrants immediate consideration and possible action.
- 13.2. All votes shall be taken by voice, except that at the request of any Commissioner, a roll call vote shall be taken by the Board Secretary.
- 13.3. In the event of a tie vote on a matter, that matter shall be considered defeated.
- 13.4. Each Commissioner, including the Chair, may vote on any motions before the Board, unless an actual or apparent conflict of interest or an appearance of fairness question is presented.

### **14.0 Meeting Minutes**

- 14.1. The District's audio or video recording of a Board meeting shall constitute the official transcript of the proceedings in the absence of or until such time that there are approved minutes. In the event there is no District audio or video recording of the meeting, the approved minutes shall constitute the official transcript.
- 14.2. To the extent possible, the minutes of all meetings should be finalized and available for Board review by 5:00 p.m. on the Thursday following each meeting.

### **15.0 Code of Ethics / Appearance of Fairness**

- 15.1. Commissioners shall comply with RCW 42.23, Code of Ethics for Municipal Officers – Contract Interests, and RCW 42.36, Appearance of Fairness Doctrine - Limitations.
- 15.2. In order to ensure the public's confidence that all Board actions and transactions are fair and equitable, and the integrity of the Board of Fire Commissioners, each

Commissioner shall conduct business on behalf of the District without any actual or apparent conflict of interest between the public trust and their private interests.

- 15.3. Actual and apparent conflicts of interest occur where a Commissioner has a personal or financial interest in an entity seeking to or doing business with the District, and that Commissioner has responsibility over, or participates in, an action or transaction involving that entity as a Commissioner.
- 15.4. As an abstention or recusal does not always cure a conflict of interest or appearance of fairness question, Commissioners who abstain from voting or recuse themselves from participating in Board deliberation, transaction or action shall state the reason for their abstention or recusal for the record prior to the relevant Board vote.

## **16.0 Confidentiality**

- 16.1. Each Commissioner shall keep confidential all attorney/client communications, and all written material and verbal information provided to them during Executive Sessions under RCW 42.30.110.
- 16.2. If during an Executive Session, the Board directs District staff to manage an issue, each Commissioner acknowledges that all contact between the District and any other party concerning the issue is best conducted by District staff. This ensures the District's clarity and consistency with communication on that issue. Prior to discussing the issue with anyone other than other Commissioners, District counsel, the Fire Chief or his/her designee, Commissioners shall confer with the Chairperson for the Board of Fire Commissioners and the Fire Chief.
- 16.3. When District staff has determined that certain information provided to a Commissioner outside of an Executive Session is exempt from public disclosure under the Public Records Act or state law, the Commissioner receiving such information shall keep the same confidential.
- 16.4. If it is determined to be in the best interests of the District to release certain information previously held as exempt from public disclosure, or District staff determines that once applicable exemptions no longer apply to certain non-disclosed information, Commissioners may release that information.

## **17.0 Public Records Requests**

- 17.1. The District's administrative staff shall be principally responsible for accepting and responding to all records requests in accordance with RCW 42.56, Public Records Act.

- 17.2. In the event a records request is made by a member of the public to a Commissioner, the Commissioner receiving the request shall immediately provide the requestor with the Board Secretary's contact information, encourage requestors to put their request in writing using the District's form (Form 1015-A, Request for Public Record), and forward to the Board Secretary the requestor's contact information with a description of the information requested.
- 17.3. Each Commissioner is personally responsible for identifying, gathering and forwarding to the District in a timely fashion all records in their possession and control that are responsive to a records request.

## **18.0 Equipment Issue**

- 18.1. Commissioners will be issued the following upon their appointment: (a) ID card and badge case; (b) gold badge; (c) business cards; and (d) headquarters key and lock combination. Additionally, Commissioners may be issued the following: (a) logo wear (shirts, hat, and jacket); and (b) name badge.
- 18.2. Commissioners will not be issued radios, pagers or turn-out gear, and are not expected or encouraged to respond to fire or emergency calls.
- 18.3. When a Commissioner's term expires, Commissioners shall promptly return all District-issued equipment to the District.

## **19.0 Commissioner Compensation**

- 19.1. Commissioners receive the compensation allowed by law for each meeting attended, with no restriction on the number of meetings per month, but with an annual compensation limit, adjusted every five years, as outlined in RCW 52.14.010, Commissioners - Number—Qualifications—Insurance—Compensation and expenses—Service as volunteer firefighter.
- 19.2. Commissioners may not "bank" attendance at meetings in one year and make a monetary claim for those meetings in the next fiscal year. RCW 52.14.010 contemplates that compensation to Commissioners for attendance at meetings is paid monthly as it is earned.
- 19.3. The Board shall establish which services a Commissioner may perform on behalf of the District for compensation. The guidelines for approval shall include only official District business in a group setting and shall not include one-on-one meetings with staff, other Commissioners, consultants, or suppliers. The meetings must be at least one hour to qualify for compensation. The following list of activities are pre-approved by the Board for compensation:

- 19.3.1. All scheduled meetings of the Board, regular and special.
- 19.3.2. Board-level committee meetings, whether standing or special committees.
- 19.3.3. King County Fire Commissioners Association general and board of director meetings. Estimated annual expenses for such meetings shall be approved by the Board during the annual budget process.
- 19.3.4. Washington Fire Commissioners Association meetings, seminars, and conferences. Estimated expenses for such meetings, seminars, and conferences shall be approved by the Board during the annual budget process.
- 19.4. All other District related activities for which Commissioners wish to receive compensation must be preapproved by the Board during a public meeting. Activities for which Commissioners wish to receive compensation but were not preapproved will be included in Board materials for review and approval at the next scheduled meeting following the request. Such compensation requests, if approved by the Board, will be paid during the next regularly scheduled payroll cycle. Examples of events that could be approved include:
  - 19.4.1. Fire District-related seminars and educational classes
  - 19.4.2. Fire District public functions (e.g., pancake breakfast, open house, etc.).
  - 19.4.3. Other District-Related Activities with two or more participants.
- 19.5. Commissioners are responsible for completing the Commissioner Remuneration Form for each pay period. The completed form shall be submitted to the Board Secretary by 1700 hours on the last day of the pay period. The following information must be included for each compensable activity:
  - 19.5.1. Date.
  - 19.5.2. Duty performed.
  - 19.5.3. Start and end time.
  - 19.5.4. Date of Board approval (or “N/A” if pre-approved).
  - 19.5.5. Details to include location, attendees, class title, etc. as applicable.
  - 19.5.6. Any supporting documentation as necessary.

- 19.6. The Board Secretary shall verify the entries to the best of his/her ability, fill in the total amount due, attach any supporting documentation as necessary, sign and date the form, and submit the completed form to Payroll.
- 19.7. Missing or incomplete forms will result in a delay in the remuneration to the Commissioner.

## **20.0 Travel**

- 20.1. The Commissioners may attend any and all meetings of the King County Fire Commissioners or the Washington State Fire Commissioners Associations and/or committees thereof and may perform administrative services on behalf of the District with prior approval of the Board.
- 20.2. The Board Secretary will assist in processing requests for travel/training by processing registrations, the *Travel Advance* form and booking travel and lodging.
- 20.3. Any tickets, vouchers, gift certificates or similar materials in an amount exceeding \$25 that are or could be perceived as gratuity or monetary benefit while traveling or conducting business on behalf of Woodinville Fire & Rescue shall become and remain the property of Woodinville Fire & Rescue. Any such items shall be reported to the Fire Chief immediately. Door prizes, raffles and drawings are exempt from this policy.
- 20.4. Commissioners will follow the procedure in District Policy 2206, Travel Authorization and Expenses for travel approval and reimbursement.

## **21.0 Personal Liability Protection**

- 21.1. Commissioners shall be included as named insureds on all applicable District insurance policies. In the event a Commissioner shall be individually named as a defendant in any litigation arising out of the performance by the Commissioner of District business and the District's insurance carrier shall deny coverage and refuse to provide defense to the action, the District shall provide the Commissioner with separate legal counsel and indemnification subject to the following conditions:
  - 21.1.1. The cause of the action must have arisen as a result of the action or non-action of the Commissioner while acting within the scope and authority of the office of Commissioner.
  - 21.1.2. The cause of action must not have arisen as a result of intentional, willful or criminal conduct of the Commissioner.

## **21.2 Requests for Defense and Liability Coverage**

- 21.2.1. The following procedure shall be used to determine if the District shall provide the defense and liability coverage for a Commissioner under a District policy.
  - 21.2.1.1. The matter shall be referred to the District's attorney for investigation and review.
  - 21.2.1.2. The District's attorney shall fully investigate the facts and circumstances of the litigation and the actions of the defendant Commissioner.
  - 21.2.1.3. The District's attorney shall report to the Board of Commissioners, in writing, the results of the investigation and research. A copy of the report shall be furnished to each Commissioner under the attorney/client communication privilege.
  - 21.2.1.4. The Board of Commissioners shall make the final determination based on the report and investigation of the attorney.

# Woodinville Fire & Rescue

## M E M O R A N D U M



---

DATE: December 7, 2021  
TO: Roger Collins, Chair  
Board of Fire Commissioners  
FROM: Joan S. Montegary, Chief Administrative Officer  
SUBJECT: **Staff Report 21-012**  
**Termination of 457(b) Plan**

---

### **Background**

The District sponsors a deferred compensation 457(b) plan (the "Plan"). With the execution of the ILA with Eastside Fire & Rescue ("Eastside"), the District no longer has full-time employees. Eastside has its own 457(b) plan; therefore, the District's Plan is being terminated effective December 31, 2021.

As part of the move of employees to Eastside and the onboarding process, staff has worked with District employees to complete the necessary paperwork to roll over their accounts to the Eastside plan or the State deferred comp plan. Staff has also contacted all former employees or beneficiaries who maintain a balance in the existing Plan to roll over funds.

### **Fiscal Impact**

The District will pay a fee of \$1,000 for plan termination.

### **Requested Action**

Staff recommends that the Board adopt Resolution 2021-06 and authorize the Board Chair to sign the Amendment terminating the Plan.

*Attachments*

/jsm

## **PROPOSED MOTION**

I move that the Board of Fire Commissioners adopt Resolution 2021-06 and authorize the Board Chair to sign the Amendment terminating the Woodinville Fire & Rescue 457(b) Plan, as presented.



**Amendment  
to the  
Woodinville Fire & Rescue 457(b) Plan**

Woodinville Fire & Rescue, ("Employer"), adopts this Amendment to the Woodinville Fire & Rescue 457(b) Plan ("Plan").

**ARTICLE I  
PREAMBLE**

- 1.1 **Adoption and effective date of Amendment.** The Employer adopts this Amendment to terminate the Plan effective as of the "Effective Date of Plan Termination" specified in Amendment Section 2.1 below.
- 1.2 **Superseding of inconsistent provisions.** This Amendment supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.
- 1.3 **Construction.** Except as otherwise provided in this Amendment, any reference to "Section" in this Amendment refers only to sections within this Amendment, and is not a reference to the Plan. The Article and Section numbering in this Amendment is solely for purposes of this Amendment, and does not relate to the Plan article, section or other numbering designations.

**ARTICLE II  
EFFECTIVE DATE, BENEFIT ACCRUAL AND DISTRIBUTION**

- 2.1 **Plan Termination.** The Plan is terminated as of the Effective Date of Plan Termination.
  - a. **The Effective Date of Plan Termination** is: December 31, 2021.
- 2.2 **Cessation of accruals.** No Participants shall enter the Plan after the Effective Date of Plan Termination, and there will be no benefit accruals after such date. Furthermore, in determining any benefit accruals prior to the Effective Date of Plan Termination, the Plan will not take into account Compensation paid after the Effective Date.
- 2.3 **Distributions.** The Plan Administrator shall direct that distributions be made to Participants and Beneficiaries within a reasonable period of time after the Effective Date of Plan Termination. Notwithstanding any provision in the Plan to the contrary, the Plan will distribute benefits to Participants and Beneficiaries in a lump-sum payment, regardless of the Participant's or Beneficiary's consent to such distribution.
- 2.4 **Plan Year.** The Plan Administrator will administer the Plan as though the Plan Year that includes the Effective Date of Plan Termination ends on the Effective Date of Plan Termination. This provision applies for all plan administration purposes, including the limitation year under Code §415 and any allocation conditions imposed by the Plan.

\* \* \* \* \*

This Amendment has been executed this 7th day of December, 2021.

Name of Plan: Woodinville Fire & Rescue 457(b) Plan

Name of Employer: Woodinville Fire & Rescue

By: *Roger Collins*

Roger Collins, Chair, Board of Fire Commissioners  
*[Print Name, Title]*

## AMENDMENT FOR CARES ACT

### ARTICLE 1 PREAMBLE; DEFINITIONS

- 1.1 **Adoption of Amendment.** The Employer adopts this Amendment to implement provisions of the Act which affect the Plan. All references to the Plan include the Plan's loan program, policy, or procedure to the extent applicable.
- 1.2 **Superseding of inconsistent provisions.** This Amendment supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.
- 1.3 **Construction.** Except as otherwise provided in this Amendment, any Article or Section reference in this Amendment refers only to this Amendment and is not a reference to the Plan. The Article and Section numbering in this Amendment is solely for purposes of this Amendment and does not relate to the Plan article, section, or other numbering designations.
- 1.4 **Effect of restatement of Plan.** If the Employer restates the Plan then this Amendment shall remain in effect after such restatement unless the provisions in this Amendment are restated or otherwise become obsolete (e.g., if the Plan is restated onto a plan document which incorporates these provisions).
- 1.5 **Definitions.** Except as otherwise provided in this Amendment, terms defined in the Plan will have the same meaning in this Amendment. The following definitions apply specifically to this Amendment:
  - A. The "**Act**" is the Coronavirus Aid, Relief, and Economic Security Act, also known as the CARES Act. This Amendment shall be interpreted and applied to comply with the Act.
  - B. A "**Qualified Individual**" means any individual who meets one or more of the criteria described in paragraphs (1), (2), (3), or (4). Participants, alternate payees and beneficiaries of deceased participants can be treated as Qualified Individuals. The Plan Administrator may rely on an individual's certification that the individual satisfies a condition to be a Qualified Individual unless the Plan Administrator has actual knowledge to the contrary. In applying the criteria, "COVID-19" means either the virus SARS-CoV-2 or coronavirus disease 2019; "an approved test" means a test approved by the Centers for Disease Control and Prevention (including a test authorized under the Federal Food, Drug, and Cosmetic Act); and a "member of the individual's household" means someone who shares the individual's principal residence. The criteria are as follows:
    - (1) The individual was diagnosed with COVID-19 by an approved test;
    - (2) The individual's spouse or dependent (as defined in Code §152) was diagnosed with COVID-19 by an approved test;
    - (3) The individual has experienced adverse financial consequences because: (a) the individual or the individual's spouse, or a member of the individual's household was quarantined, furloughed or laid off, or had work hours reduced due to COVID-19; (b) the individual, the individual's spouse, or a member of the individual's household was unable to work due to lack of childcare due to COVID-19; (c) A business owned or operated by the individual, the individual's spouse, or a member of the individual's household closed or reduced hours due to COVID-19; or (d) the individual, the individual's spouse, or a member of the individual's household had a reduction in pay (or self-employment income) due to COVID-19 or had a job offer rescinded or start date for a job delayed due to COVID-19; or
    - (4) The individual satisfies any other criteria determined by the Treasury or the IRS.

## ARTICLE 2 IDENTIFYING INFORMATION; EMPLOYER ELECTIONS

### 2.1 Reserved.

### 2.2 Employer identifying information.

A. Name of Employer: Woodinville Fire & Rescue

B. Name of Plan: Woodinville Fire & Rescue 457(b) Plan

C. Type of Plan (check one)

- (1) ☐ 401(k) Plan
- (2) ☐ Profit-Sharing Plan (other than a 401(k) plan)
- (3) ☐ Money Purchase Pension Plan
- (4) ☐ Defined Benefit Plan (including a cash balance plan)
- (5) ☐ 403(b) Plan
- (6) ☒ 457(b) Plan sponsored by a governmental employer

### 2.3 Relief for Qualified Individuals. Will the Plan provide any or all of the following relief for Qualified Individuals: (1) Coronavirus-Related Distributions described in Article 3, (2) increased loan limits described in Section 4.2, (3) the loan repayment extension described in Section 4.3. *(Select one of (a), (b), or (c). If (c) is selected, then select one or more of (d), (e), and/or (f))*

- (a) ☐ **No.** The Plan will not provide any of these relief provisions.
- (b) ☒ **Yes.** The Plan will provide all of these relief provisions. The limitations on distributions described in Sections 2.3(d)(1) – (4) and the limitations on loans in Section 2.3(e)(1) – (3) and 2.3(f)(1)–(3) do not apply.
- (c) ☐ **Some.** The Plan will provide those relief provisions selected in (d), (e), or (f) below.

(d) ☐ **The Coronavirus-Related Distribution provisions described in Article 3** *(If (d) is selected, the Employer may optionally select one or more of (1), (2), (3), (4), or (5).)*

- (1) ☐ Coronavirus-Related Distributions are not available from an account in which the Participant is not 100% vested.
- (2) ☐ Coronavirus-Related Distributions may be made only from the following accounts:

(3) ☐ \_\_\_\_\_  
The maximum amount of Coronavirus-Related Distributions from the Plan to a Qualified Individual will not exceed: \$ \_\_\_\_\_. *(Enter amount less than \$100,000.)*

(4) ☐ The following additional provisions apply to Coronavirus-Related Distributions:

\_\_\_\_\_. *(Enter limitations or restrictions which are nondiscriminatory and not subject to Employer discretion.)*

(e) ☐ **The increased loan limit described in Section 4.2** *(If (e) is selected, the Employer may optionally select any one or more of (1), (2), or (3).)*

- (1) ☐ The maximum dollar amount of loans pursuant to Section 4.2 will not exceed: \$ \_\_\_\_\_. *(Enter amount less than \$100,000.)*
- (2) ☐ The maximum percentage of the present value of the nonforfeitable accrued benefit that may be loaned pursuant to Section 4.2 will not exceed: \_\_\_\_\_%. *(Enter percentage less than 100%.)*
- (3) ☐ The following additional provisions apply to the increased loan limit:

\_\_\_\_\_. *(Enter limitations or restrictions which are nondiscriminatory.)*

(f) ☐ **The loan repayment extension described in Section 4.3** *(If (f) is selected, the Employer may optionally select and one or more of (1), (2), or (3).)*

- (1) ☐ The Suspension Period will begin \_\_\_\_\_ *(Enter date not before March 27, 2020)* and end \_\_\_\_\_. *(Enter date not later than December 31, 2020.)*
- (2) ☐ The Extension Period will be \_\_\_\_\_. *(Enter period, up to one year, the due date of the loan will be extended, such as "six months.")*

(3) ☐ The following additional provisions apply to the loan repayment extension:

\_\_\_\_\_. (Enter limitations or restrictions which are nondiscriminatory.)

2.4 **RMD waivers for 2020.** Unless the Employer elects otherwise below, the provisions of Section 5.2 apply and a Participant or Beneficiary who would have been required to receive a 2020 RMD or Extended 2020 RMD will receive the distribution unless the Participant or Beneficiary chooses not to receive the distribution.

- (a) ☒ The provisions of Section 5.2 apply and a Participant or Beneficiary who would have been required to receive a 2020 RMD or Extended 2020 RMD will not receive the distribution unless the Participant or Beneficiary chooses to receive the distribution.
- (b) ☐ Payment of RMDs or Extended 2020 RMDs will be governed by the terms of the Plan without regard to this Amendment (i.e., no election is available to Participants or Beneficiaries).
- (c) ☐ Other: \_\_\_\_\_

For purposes of Section 5.3, the Plan will also treat the following as eligible rollover distributions in 2020: (Choose one or none of (d), (e), or (f)): If no election is made, then a direct rollover will be offered only for distributions that would be eligible rollover distributions without regard to Code §401(a)(9)(I):

- (d) ☐ 2020 RMDs.
- (e) ☒ 2020 RMDs and Extended 2020 RMDs.
- (f) ☐ 2020 RMDs but only if paid with an additional amount that is an eligible rollover distribution without regard to Code §401(a)(9)(I).

The provisions of Article 5, and the election in this Section 2.4, will be effective on the date specified in Section 2.5. unless a different date is entered here: \_\_\_\_\_

(Optional. Enter a date between March 27, 2020 and December 31, 2020. RMD distributions before the selected effective date should have followed plan terms in effect before this amendment.)

2.5 **Effective Date.** This Amendment is effective March 27, 2020, or as soon as practical thereafter, or, if later, the following date: \_\_\_\_\_. (Optional. Enter a date not later than December 31, 2020.)

### ARTICLE 3 CORONAVIRUS-RELATED DISTRIBUTIONS

3.1 **Application.** This Article 3 will apply if Section 2.3(b) or Section 2.3(d) is selected.

3.2 **Coronavirus-Related Distribution(s).** Subject to the provisions described in Section 2.3(d)(4), if any, a Qualified Individual may take one or more Coronavirus-Related Distributions. The accounts from which the amount may be distributed shall be limited if selected in Sections 2.3(d)(1) and (2). However, if the Plan is a Money Purchase Pension Plan or a Defined Benefit Plan, and the Qualified Individual has not separated from service, the Qualified Individual may not take a Coronavirus-Related Distribution prior to attaining the earlier of Normal Retirement Age or age 59½. The provisions of this Section will apply notwithstanding any limitation in the Plan on partial distributions or any otherwise applicable plan or administrative limits on the number of allowable distributions.

3.3 **Repayment of distribution.** If the Plan permits rollover contributions, then a Participant who receives a Coronavirus-Related Distribution (from this Plan and/or another eligible retirement plan as defined in Code §402(c)(8)(B)), at any time during the 3-year period beginning on the day after receipt of the distribution, may make one or more contributions to the Plan, as rollover contributions, in an aggregate amount not to exceed the amount of such distribution.

3.4 **Definition of Coronavirus-Related Distribution.** A "Coronavirus-Related Distribution" means a distribution to a Qualified Individual during the period beginning January 1, 2020 and ending December 30, 2020. The total amount of Coronavirus-Related Distributions to a Qualified Individual pursuant to this Amendment from all plans maintained by the Employer, or any related employer described in Code §414(b), (c), (m), or (o), shall not exceed \$100,000, (or such lesser amount

specified in Section 2.3(d)(3)). The Coronavirus-Related Distributions from the Plan to a Qualified Individual will not exceed the amount of the individual's vested account balance or the present value of the individual's vested accrued benefit.

#### **ARTICLE 4 PARTICIPANT LOAN RELIEF**

- 4.1 **Application.** This Article 4 will apply only if the Plan permits participant loans. Section 4.2 will apply if Section 2.3(b) or Section 2.3(e) is selected. Section 4.3 will apply if Section 2.3(b) or Section 2.3(f) is selected.
- 4.2 **Increased loan limit.** Notwithstanding the loan limitation that otherwise would apply, the Plan will determine the loan limit under Code §72(p)(2)(A) for a loan to a Qualified Individual, made during the period beginning March 27, 2020 and ending September 22, 2020, by substituting "\$100,000" (or such lesser amount specified in Section 2.3(e)(1)) for "\$50,000," and by substituting "100% (or such lesser percentage specified in Section 2.3(e)(2)) of the present value of the nonforfeitable accrued benefit of the employee under the Plan" for "one-half of the present value of the nonforfeitable accrued benefit of the employee under the Plan" (or its equivalent). The provisions described in Section 2.3(e)(3), if any, will apply in connection with loans to Qualified Individuals.
- 4.3 **Extension of certain repayments.** If a Qualified Individual has an outstanding loan from the Plan on or after March 27, 2020, then: (1) if the date for any repayment of such loan occurs during the Suspension Period, the due date is extended for the Extension Period; (2) the due date of the loan will be extended by the Extension Period; (3) the Plan will adjust any subsequent repayments to reflect the extension of the due date and any interest accrued during the Suspension Period; and (4) the Plan will disregard the Extension Period in determining the 5-year period and the loan term under Code §72(p)(2)(B) or (C). The provisions described in Section 2.3(f)(3), if any, will apply in connection with the suspension and extension described in this Section. The Suspension Period, unless otherwise specified in Section 2.3(f)(1), will begin March 27, 2020 and end December 31, 2020. The Extension Period, unless otherwise specified in Section 2.3(f)(2) will be one year. The provisions of this Section 4.3 will be applied in accordance with Section 5.B. of Notice 2050-50, or any subsequent applicable guidance, and the adjustment described in (3) may reflect the "safe harbor" described therein.

#### **ARTICLE 5 WAIVER OF 2020 REQUIRED MINIMUM DISTRIBUTIONS (RMDs)**

- 5.1 **Application.** This Article 5 will apply only to defined contribution plans, including 401(k) Plans, Profit-Sharing Plans, Money Purchase Pension Plans, 403(b) Plans, and 457(b) Plans sponsored by governmental employers. The definitions in Section 5.4 will apply in interpreting Section 2.4.
- 5.2 **Waiver; default provision.** This Section 5.2 will apply unless the Employer has selected Section 2.4(b) or (c). Notwithstanding the provisions of the Plan relating to RMDs, whether a Participant or Beneficiary who would have been required to receive 2020 RMDs, and who would have satisfied that requirement by receiving distributions that are (1) equal to the 2020 RMDs, or (2) Extended 2020 RMDs will receive those distributions is determined in accordance with the option chosen by the Employer in Section 2.4. Notwithstanding the option chosen by the employer in Section 2.4, a Participant or Beneficiary will be given an opportunity to make an election as to whether or not to receive those distributions. If the Plan permits a Beneficiary of a deceased Participant to make the election to use the 5-year rule or the life expectancy rule, the deadline to make the election shall be extended to reflect the adoption of Code §401(a)(9)(I).
- 5.3 **Direct rollovers.** Notwithstanding the provisions of the Plan relating to required minimum distributions under Code §401(a)(9), and solely for purposes of applying the direct rollover provisions of the Plan, certain additional distributions in 2020, as elected by the Employer in Section 2.4, will be treated as eligible rollover distributions. If no election is made by the Employer in Section 2.4, then a direct rollover will be offered only for distributions that would be eligible rollover distributions without regard to Code §401(a)(9)(I).

- 5.4 **Definitions.** “RMDs” means required minimum distributions described in Code §401(a)(9). “**2020 RMDs**” means required minimum distributions the Plan would have been required to distribute in 2020 (or permitted to pay in 2021 for the 2020 calendar year for a Participant with a required beginning date of April 1, 2021) but for the enactment of Code §401(a)(9)(I). “**Extended 2020 RMDs**” means one or more payments in a series of substantially equal distributions (that include the 2020 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant’s designated Beneficiary, or for a period of at least 10 years.
- 5.5 **Installment payments.** A Participant or Beneficiary receiving payment of 2020 RMDs or 2020 Extended RMDs pursuant to this Article 5 may receive them in any method (including installments or partial distributions) which would have been permitted under the terms of the Plan if the amounts would have been RMDs but for the enactment of Code §401(a)(9)(I).

\* \* \* \* \*

This Amendment has been executed this 7th day of December, 2021.

Name of Plan: Woodinville Fire & Rescue 457(b) Plan

Name of Employer: Woodinville Fire & Rescue

By: Roger Collins  
EMPLOYER

Roger Collins, Chair, Board of Fire Commissioners

**AMENDMENT TO IMPLEMENT SECURE ACT PROVISIONS FOR TERMINATING PLAN****ARTICLE 1  
PREAMBLE**

- 1.1 **Adoption and effective date of Amendment.** The Employer hereby adopts this Amendment to the Plan identified below. Except as otherwise specified in this Amendment, this Amendment is effective ("the Effective Date") on the first day of the first Plan Year beginning after December 31, 2019, or as soon as administratively feasible thereafter.
- 1.2 **Superseding of inconsistent provisions.** This Amendment supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment. Except as otherwise provided in this Amendment, terms defined in the Plan will have the same meaning in this Amendment. Most Articles include definitions which are specific to that Article.
- 1.3 **Construction.** Except as otherwise provided in this Amendment, any "Section" reference in this Amendment refers only to this Amendment and is not a reference to the Plan. The Article and Section numbering in this Amendment is solely for purposes of this Amendment, and does not relate to the Plan article, section, or other numbering designations.
- 1.4 **Intention; Construction.** The purpose of this amendment is to amend the Plan in accordance with pension related provisions of the Further Consolidated Appropriations Act of 2019 ("FCAA") in general, and Division O of that Act, the Setting Every Community Up for Retirement Enhancement Act of 2019 ("SECURE"), in specific. It also addresses a provision of the Bipartisan American Miners Act ("BAMA"), which is also part of FCAA. The provisions of this Amendment shall be interpreted and applied to be consistent with FCAA.

**ARTICLE 2  
IDENTIFICATION; ELECTIONS****2.1 Identifying information.**

A. Name of Employer: Woodinville Fire & Rescue

B. Name of Plan: Woodinville Fire & Rescue 457(b) Plan

C. Type of Plan (*check one*)

- (1) ☐ 401(k) Plan  
 (2) ☐ Profit-Sharing Plan (other than a 401(k) plan)  
 (3) ☐ Money Purchase Pension Plan  
 (4) ☐ Defined Benefit Plan (including a cash balance plan)  
 (5) ☐ 403(b) Plan  
 (6) ☒ 457(b) Plan (check one): ☒ Governmental employer ☐ Tax-exempt employer

**2.2 Plan Type Definitions.** "Qualified Plan" means a 401(k) Plan, Profit-Sharing Plan, Money Purchase Pension Plan or Defined Benefit Plan. "Defined Contribution Plan" means a Qualified Plan other than a Defined Benefit Plan.

**2.3 Default Provisions.** The following provisions apply except to the extent the Employer makes a different election in one or more of Sections 2.4 through 2.9.

- a. **The Plan does not make birth/adoption distributions described in Article 5.**  
 b. **Distribution of RMDs will begin for Affected Participants no sooner than April 1 of the calendar year following the year the Participant attains age 72.**  
 c. **Participants will not be able to take in-service distributions from Money Purchase Pension Plans, Defined Benefit Plans, or Governmental 457(b) Plans at age 59½.**



- d. **The Plan will not make distributions of Lifetime Income Investments as described in Article 9.**
- e. **If the Plan is a QACA, the automatic deferral percentage will not exceed 10%.**
- f. **The Plan (if a retirement income account plan described in Code §403(b)(9)) does not cover employees of organizations affiliated with the Employer (other than Participating Employers).**

**Skip Sections 2.4 through 2.9 if you accept the default provisions listed in Section 2.3. Any entry in Sections 2.4 through 2.9 will override the corresponding default.**

- 2.4 ☐ **Birth/Adoption Distributions.** The provisions of Article 5, dealing with distributions following birth or finalized adoption APPLY as follows: *(Check (a) or (b). Check (c) if applicable.)*
- (a) ☐ The provisions apply effective January 1, 2020.
  - (b) ☐ The provisions apply effective \_\_\_\_\_. *(Enter date after December 31, 2019.)*
  - (c) ☐ Distributions are not available from the following accounts: \_\_\_\_\_ (e.g. matching contributions, or accounts in which the Participant is not fully vested).
- 2.5 ☐ **RMD Timing.** Distribution of RMDs to Affected Participants, as described in Article 6, will NOT be delayed on account of this Amendment (i.e., distributions will generally commence no later than April 1 of the calendar year following the year the Affected Participant attains age 70½), in accordance with Section 6.5.
- 2.6 ☐ **In-Service Distributions.** The provisions of Article 8, dealing with in-service distributions at age 59½ for pension plans and governmental 457(b) plans, APPLY as follows. If 2.6 is selected and 2.6(c) is not selected, in-service distributions are permitted at age 59½. *(Check (a) or (b). Check (c) if applicable.)*
- (a) ☐ The provisions apply effective on the first day of the first Plan Year beginning after December 31, 2019.
  - (b) ☐ The provisions apply effective \_\_\_\_\_. *(Enter date after the first day of the First Plan Year beginning after December 31, 2019.)*
  - (c) ☐ Age at which in-service distributions are permitted \_\_\_\_\_. *(Enter age greater than 59½.)*
- 2.7 ☐ **Distributions of Lifetime Income Investments.** The provisions of Article 9, dealing with distributions of Lifetime Income Investments, APPLY effective \_\_\_\_\_. *(Enter date after the first day of the First Plan Year beginning after December 31, 2019.)*
- 2.8 ☐ **QACA Maximum Automatic Deferrals.** The provisions of Article 11, dealing with the maximum automatic deferral percentage for a QACA, APPLY effective \_\_\_\_\_. *(Enter date after the first day of the First Plan Year beginning after December 31, 2019.)*
- 2.9 ☐ **Retirement Income Accounts.** The provisions of Article 13, dealing with retirement income account plans described in Code §403(b)(9), APPLY effective \_\_\_\_\_. *(Enter effective date.)* For purposes of Section 13.2, the following individuals are Specified Individuals: *(Select any that apply.)*
- (a) ☐ A duly ordained, commissioned, or licensed minister of the Employer in the exercise of his or her ministry.
  - (b) ☐ An employee of one or more of the following organizations, each of which is exempt from tax under Code §501 and is controlled by or associated (as described in Code §414(e)(3)(D)) with a church or a convention or a association of churches: \_\_\_\_\_
  - (c) ☐ A former Employee described in Code §414(e)(3)(B)(iii).
  - (d) ☐ Describe: \_\_\_\_\_. *(Describe or name one or more individuals or categories of individuals who will be treated as an Employee. Each such individual must be described in Code §414(e)(3)(B).)*

### ARTICLE 3 ADP SAFE HARBOR NONELECTIVE PLANS – SECURE §103

- 3.1 **Application.** This Article 3 will apply only if the Plan is a 401(k) Plan. It is effective for Plan Years beginning after December 31, 2019.
- 3.2 **No need for safe harbor notice.** If the Employer makes a Safe Harbor Nonelective Contribution, then the Plan can use the ADP Safe Harbor, whether or not Participants receive a Safe Harbor Notice. However, the Plan is required to provide a Safe Harbor Notice if the plan utilizes the ACP safe harbor described in Code §401(m)(11) or (12).
- 3.3 **Retroactive adoption.** Unless the Plan at any time during the Plan Year is a Safe Harbor Match Plan, then the Employer may amend the Plan at any time within twelve months after the end of the Plan Year to provide (A) that the Employer will make a Safe Harbor Nonelective Contribution for the entire Plan Year, (B) that the Plan qualifies for the ADP Safe Harbor for the Plan Year, and (C) that the Plan will not be required to perform the ADP Test for the Plan Year. However, if the Employer adopts the amendment on or after the 30<sup>th</sup> day before the close of the Plan Year, the Safe Harbor Nonelective Contribution must be at least 4% of the Participant's Compensation.
- 3.4 **Definitions.** The following terms have the meaning set forth in this paragraph as more fully provided in the plan terms pertaining to the related subject matter. A “**Safe Harbor Nonelective Contribution**” means a contribution described in Code §401(k)(12)(C) or Code §401(k)(13)(D)(i)(II) of at least 3% of Compensation. The ADP Test means the test provided in Code §401(k)(3)(ii). The “**ADP Safe Harbor**” means the safe harbor provided by Code §401(k)(12)(A) or a Qualified Automatic Contribution Arrangement (QACA) described in Code §401(k)(13). A “**Safe Harbor Match Plan**” is a Plan which provided during the Plan Year that Participants would receive a matching contribution described in Treas. Reg. §1.401(k)-3(c) or Treas. Reg. §1.401(k)-3(k)(2). A “**Safe Harbor Notice**” is a notice described in Code §401(k)(12)(D) or Code §401(k)(13)(E).

### ARTICLE 4 403(b) TERMINATION DISTRIBUTIONS – SECURE Act §110

- 4.1 **Application.** This Article 4 will apply only if the Plan is a 403(b) Plan.
- 4.2 **Custodial Accounts.** In connection with distributions upon termination of the Plan, the Plan may treat the delivery of a custodial account as a distribution, pursuant to IRS guidance required under SECURE Act §110.

### ARTICLE 5 BIRTH/ADOPTION DISTRIBUTIONS – SECURE Act §113

- 5.1 **Application.** This Article 5 will apply only if (1) the Plan is a Defined Contribution Plan, a 403(b) Plan, or a Governmental 457(b) Plan, and (2) the Employer elects in Section 2.4 for this Article 5 to apply, effective on the date specified in Section 2.4.
- 5.2 **Distribution Authorized.** A Participant may request a distribution (other than from an account described in Section 2.4(c)) of up to \$5,000 (per child or Eligible Adoptee) as a QBAD. This \$5,000 limit shall be reduced by QBADs to the Participant made with respect to the same child or Eligible Adoptee by other plans maintained by the Employer or a related employer described in Code §414(b), (c), (m), or (o). However, if the Plan is a Money Purchase Pension Plan, and the Participant has not separated from service, the Participant may not take a QBAD prior to attaining the earlier of Normal Retirement Age or age 59½.
- 5.3 **Definitions.** A “**QBAD**” is Qualified Birth or Adoption Distribution described in Code §72(t)(2)(H)(iii). A QBAD must be made during the 1-year period beginning of the date on which a child of the Participant is born or on which the legal adoption of an Eligible Adoptee by the Participant is finalized. An “**Eligible Adoptee**” is an individual, other than a child of the Participant's spouse, who has not attained a age 18 or is physically or mentally incapable of self-support. A individual is considered physically or mentally incapable

of self-support if that individual is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or to be of long-continued and indefinite duration. This provision shall be applied in a manner consistent with Part D of IRS Notice 2020-68.

- 5.4 **Rollover.** A Participant who received one or more QBADs from this Plan may, if the Plan then permits the Participant to make rollover contributions, make one or more contributions in an aggregate amount not to exceed the amount of such QBADs. The Plan will treat such a contribution as a rollover contribution made by direct trustee-to-trustee transfer within 60 days of distribution.
- 5.5 **Reliance.** The Plan Administrator may rely on an individual's reasonable representation that the individual is eligible to receive a QBAD unless the Plan Administrator has actual knowledge to the contrary.
- 5.6 **Status.** A QBAD is not an eligible rollover distribution for purpose of the obligation to permit a direct rollover under Code §401(a)(31), the notice requirement of Code §402(f), or the mandatory withholding rules of Code §3405(c)(1).

## ARTICLE 6 REQUIRED BEGINNING DATE – SECURE Act §114

- 6.1 **Application.** This Article 6 will apply to all plans, regardless of type. It is effective with regard to RMDs required to be made after December 31, 2019.
- 6.2 **Delay of Required Beginning Date.** An Affected Participant's RBD shall not be earlier than April 1 of the calendar year following the year the Affected Participant attains age 72. For purposes of determining an Affected Participant's RBD, an Affected Participant will be treated as a more than 5% owner if he or she was a 5-percent owner (as defined in Code §416(i)(1)(B)) as to the Plan Year ending in the calendar year the Participant attains age 72.
- 6.3 **Spousal Distributions.** If an Affected Participant dies prior to the Participant's RBD, and the Participant's sole Designated Beneficiary is the Participant's surviving spouse, then the RMDs to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 72, if later.
- 6.4 **Definitions.** A Participant is an "Affected Participant" if the Participant was born after June 30, 1949. An "RMD" is a Required Minimum Distribution as described in Code §401(a)(9). A Participant's "RBD" is the Participant's Required Beginning Date as described in Code §401(a)(9)(C).
- 6.5 **Optional Distribution Timing.** If the Employer elects in Section 2.5 for this Section 6.5 to apply, the timing and form of distributions to an Affected Participant will be determined as though this Article 6 had not been adopted. Distributions pursuant to this paragraph, which are not RMDs, will be treated as eligible rollover distributions for purposes of the direct rollover provisions of Code §401(a)(31).

## ARTICLE 7 BENEFICIARY RMDs – SECURE Act §401

- 7.1 **Application.** This Article 7 will apply to all plans other than Defined Benefit Plans. This Article will not apply to qualified annuities described in SECURE Act §401(b)(4)(B).
- 7.2 **Effective Date.** Except as provided in Section 7.4, Article 7 will apply to Participants who die on or after the Effective Date of this Article. Generally, the Effective Date of this Article is January 1, 2020. In the case of a governmental plan (as defined in Code §414(d)), the Effective Date of this Article is January 1, 2022. The Effective Date of this Article 7 in the case of a collectively-bargained plan will be the date determined in SECURE Act §401(b)(2).

- 7.3 **10-Year Rule.** If the distributee of a deceased Participant's account is a Designated Beneficiary who is not an "Eligible Designated Beneficiary," then the Plan will distribute the account in full no later than December 31 of the 10<sup>th</sup> year following the year of the Participant's death.
- 7.4 **Beneficiary Death.** If an Eligible Designated Beneficiary dies before receiving distribution of the Beneficiary's entire interest in the Participant's account, the Plan will distribute that interest in full no later than December 31 of the 10<sup>th</sup> year following the year of the Eligible Designated Beneficiary's death. Similarly, if a Participant died before the Effective Date of this Article 7, the limitations of this Article 7 shall apply to distributions to the beneficiary of the Participant's Designated Beneficiary if the Designated Beneficiary died after the Effective Date of this Article 7.
- 7.5 **Definitions.** A distributee is a "**Designated Beneficiary**" if the individual is described under Treas. Reg. § 1.401(a)(9)-4. An individual is an "**Eligible Designated Beneficiary**" of a Participant if the individual qualifies as a Designated Beneficiary and is (1) the Participant's spouse, (2) the Participant's child who has not reached the age of majority (as defined for purposes of Code § 401(a)(9)(F)), (3) an individual not more than 10 years younger than the Participant, (4) a disabled individual, as defined in Code § 72(m)(7), or (5) an individual who has been certified to be chronically ill (as defined in Code § 7702B(c)(2)) for a reasonably lengthy period, or indefinitely. Certain trusts may be treated as Eligible Designated Beneficiaries pursuant to Code § 401(a)(9)(H)(iv) and (v). When a child of the Participant reaches the age of Majority, the Plan will distribute the child's account in full no later than 10 years after that date.

## ARTICLE 8 IN-SERVICE PENSION DISTRIBUTIONS – BAMA §104

- 8.1 **Application.** This Article 8 will apply only if (1) the Plan is a Money Purchase Pension Plan, a Defined Benefit Plan, or a Governmental 457(b) Plan, or, as described in 8.3 a 401(k) or Profit Sharing Plan, and (2) the Employer elects in Section 2.6 for this Article 8 to apply, effective on the date specified in Section 2.6.
- 8.2 **Distribution at 59½.** A Participant can take an in-service distribution at age 59½, or, if later, the age (if any) specified in Section 2.6(c). Such a distribution will be limited to the vested portion of Participant's accrued benefit or account and will be subject to all Plan provisions related to in-service distributions. If the Plan is a Governmental 457(b) Plan, the Plan can operationally permit distributions as early as January 1 of the calendar year the Participant attains 59½ (or such later age).
- 8.3 **Limited application to profit sharing plans.** If the Employer elects in Section 2.6 for this Article 8 to apply, this Article 8 will apply to an account in a 401(k) Plan or a Profit Sharing Plan which holds assets transferred from a Money Purchase Pension Plan or a Defined Benefit Plan.

## ARTICLE 9 DISTRIBUTIONS OF LIFETIME INCOME INVESTMENTS – SECURE §109

- 9.1 **Application.** This Article 9 will apply only if (1) the Plan is a Defined Contribution Plan, a 403(b) Plan, or a Governmental 457(b) Plan, and (2) the Employer elects in Section 2.7 for this Article 9 to apply, effective on the date specified in Section 2.7.
- 9.2 **Distributions authorized.** A Participant may request, and as soon as practical after the request the Plan will make, a distribution of a Lifetime Income Investment on or after the date that is 90 days prior to the date on which the Lifetime Income Investment is no longer authorized to be held as an investment option under the Plan. Such distribution will be in the form of a Qualified Distribution, or, if the Employer elects in Section 2.7(c), in the form of a Qualified Plan Distribution Annuity Contract.
- 9.3 **Definitions.** The terms "**Lifetime Income Investment**," "**Qualified Distribution**" and "**Qualified Plan Distribution Annuity Contract**" have the meanings defined in Code § 401(a)(38)(B).

## ARTICLE 10 ADOPTION OF PLAN AFTER YEAR END – SECURE §201

- 10.1 **Application.** This Article 10 will apply only if the Plan is a Qualified Plan. It is effective for Plan Years beginning after December 31, 2019.
- 10.2 **Retroactive Plan Adoption.** If the Employer adopted the underlying Plan to which this Amendment relates after the close of a taxable year, but prior to the due date (including extensions) of the Employer's federal income tax return for that taxable year, the Plan is treated as having been adopted as of the last day of the taxable year if the Plan's initial effective date is any date within that taxable year. However, no Participant may make elective deferrals to the Plan prior to the date it was adopted.

## ARTICLE 11 QACA MAXIMUM AUTOMATIC DEFERRAL – SECURE §102

- 11.1 **Application.** This Article 11 will apply only if (1) the Plan is a 401(k) Plan or a 403(b) Plan and (2) the Employer elects in Section 2.8 for this Article 11 to apply, effective on the date specified in Section 2.8.
- 11.2 **Higher Maximum Contribution.** If the Plan includes a Qualified Automatic Contribution Arrangement (QACA) described in Code §401(k)(13), then the automatic deferral percentage which applies to a Participant (referred to as the "qualified percentage" in Treas. Reg. §1.401(k)-12(j)(2)) shall not exceed 10% of the Participant's Compensation during the Initial Period, and shall not exceed 15% of the Participant's Compensation after the Initial Period. The Initial Period for a Participant begins when the Participant first has contributions made pursuant to a default election under the QACA for a Plan Year and ends on the last day of the following Plan Year.
- 11.3 **Validation.** If the Employer amends or has amended the plan (effective for a Plan Year beginning on or after the effective date specified in Section 2.8) to provide for an automatic deferral percentage which does not exceed the limitations of Section 11.2, the amendment is valid notwithstanding any limitations contained in any provision of the Plan which would limit the automatic deferral percentage to 10%.

## ARTICLE 12 DIFFICULTY OF CARE PAYMENTS – SECURE §116

- 12.1 **Application.** This Article 12 will apply only if the Plan is a Defined Contribution Plan or a 403(b) Plan. It is effective for Plan Years beginning after December 31, 2015.
- 12.2 **Inclusion in 415 Compensation.** The amount of a Participant's Compensation for purposes of determining the annual addition limit under Code §415(c)(1)(B) is increased by the amount of Difficulty of Care Payments the Employer makes to the Participant.
- 12.3 **Definition.** A Difficulty of Care Payment is a payment described in Code §131(c)(1) made in connection with qualified foster individuals.

## ARTICLE 13 EMPLOYEES PARTICIPATING IN RETIREMENT INCOME ACCOUNT PLAN – SECURE §111

- 13.1 **Application.** This Article 13 will apply only if (1) the Plan is a 403(b) Plan, (2) Plan assets are held in retirement income accounts described in Code §403(b)(9), and (3) the Employer elects in Section 2.9 for this Article 13 to apply. It is effective as of the date specified in Section 2.9.
- 13.2 **Employee.** For all Plan purposes, the term "Employee" includes Specified Individuals as elected in Section 2.9.

SECURE Act Terminating Plan Amendment v 1.4

This Amendment has been executed this 7th day of December, 2021.

Name of Employer: Woodinville Fire & Rescue

By: Roger Collins  
Roger Collins, Chair, Board of Fire Commissioners

**WOODINVILLE FIRE & RESCUE  
RESOLUTION NO. 2021-06**

**A RESOLUTION ADOPTING THE AMENDMENTS  
TO TERMINATE THE WOODINVILLE FIRE & RESCUE 457(b) PLAN**

---

**RECITALS**

**WHEREAS**, Woodinville Fire & Rescue (the “District”) has decided to terminate the Woodinville Fire & Rescue 457(b) Plan (the “Plan”) effective December 31, 2021; and

**WHEREAS**, Alerus, the Plan Administrator, has provided the Amendment required to terminate the Plan.

**NOW, THEREFORE**, it is resolved by the Board of Fire Commissioners of Woodinville Fire & Rescue that the Amendment to modify and terminate the Plan is hereby approved and adopted and that the Board Chair is authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Amendment. Attached hereto is a copy of the Amendment approved and adopted in this Resolution.

**IT IS FURTHER RESOLVED** that this Resolution shall not be modified or rescinded before the Plan termination date of December 31, 2021.

**ADOPTED AT A REGULAR MEETING OF THE BOARD OF FIRE COMMISSIONERS OF  
WOODINVILLE FIRE & RESCUE THIS 7th DAY OF December, 2021.**

**WOODINVILLE FIRE & RESCUE  
COUNTY OF KING, WASHINGTON**

*Derek van Veen*  
Derek Van Veen, Commissioner, Position 1

*Doug Halbert*  
Doug Halbert, Commissioner, Position 2

*Tim Osgood*  
Timothy Osgood, Commissioner, Position 3

*Mike Millman*

Mike Millman, Commissioner, Position 4

*Roger Collins*

Roger Collins, Commissioner, Position 5

**Attest:**

*Nicole Frisch*

Nicole Frisch, Board Secretary



# Woodinville Fire & Rescue

## M E M O R A N D U M



---

DATE: December 7, 2021  
TO: Roger Collins, Chair  
Board of Fire Commissioners  
FROM: Joan S. Montegary, Finance Director  
SUBJECT: **Staff Report 21-013**  
**LEOFF 1 Dental Expense**

---

### **Background**

The District is responsible for medical and dental benefits for one LEOFF 1 retiree (Mr. H.). Mr. H. recently submitted a treatment plan from his dentist for significant dental work which includes dental implants to replace the majority of his teeth, bone grafts, and porcelain crowns. There are two options proposed for Mr. H. totaling \$38,630 or \$32,625.

Finance Director Montegary met with Mr. H. to gather the necessary paperwork to be submitted to the King County Disability Retirement Board. All forms were completed and submitted. On the employer's statement, the District suggested that the treatment plan appeared to be beyond medical necessity and requested that Mr. H. be required to obtain a second opinion.

The King County Disability Retirement Board sent its decision (attached), which stated that the Board finds medical necessity for the claim and pre-approves the payment of one of the options. The LEOFF 1 member is to determine which option is best for him.

### **Fiscal Impact**

The District will pay either \$38,630 or \$32,625 for Mr. H.'s dental work.

### **Requested Action**

No action is necessary by the Board. This report is submitted for information only.

*Attachment*

/jsm



**King County**

**King County Disability Retirement Board**

Chinook Building, CNK-HR-0230  
401 Fifth AVE, Suite 230  
Seattle, WA 98104-2333  
**206-684-1556** Fax 206.296-7700

November 24, 2021

H  
[Redacted]

RE: Application for Pre-Approval for Reimbursement for Dental Claim

At the November 2021 meeting, the King County Disability Retirement Board reviewed the application for pre-approval for reimbursement of Option #1 \$20,275.00 or Option #2 \$14,270.00 for Lower Arch dental care and \$18,355.00 for Upper Arch dental care; to include implants and bridge or implants and partial to be provided by, and as prescribed by, Dr. George R. Hussey, DDS, FAGD of Arlington, WA. The Board did find the medical necessity for this claim. The Board pre-approves the reimbursement in the total amount of \$38,630.00 or \$32,625.00. It is up to the LEOFF-1 member to determine which plan of care (option #1 or option #2) is best for the member.

By copy of this letter to your LEOFF-I employer, the Board does pre-approve the payment of \$38,630.00 or \$32,625.00.

Should you have questions concerning the Board's deliberations or policies, please feel free to contact the Disability Board Administrator, Sabrina Zupan at (206) 263-1124.

Sincerely,

*Thomas Smith*

by SZupan

Thomas Smith, Chairman and Police Representative  
King County Disability Retirement Board

Cc: Woodinville Fire & Rescue



To: Woodinville Fire & Rescue Board of Fire Commissioners

From: Fire Chief Jeff Clark

Subject: Fire Chief Briefing – December 2021

---

### **COVID-19**

EF&R's COVID impacts remain the same as last month:

Governor Inslee issued a vaccine mandate beginning October 18, 2021. As part of that mandate, EF&R Firefighters are required to be vaccinated as a condition of holding their Emergency Medical Technician (EMT) certification, a minimum job requirement for all firefighter positions at EF&R. Management and Labor negotiated an MOU addressing the impacts of this decision.

The following continue to be in place as a result of the Governor's directive:

1. Mask Directive. In May, EF&R implemented a mask mandate in line with L&I's most recent directive, which allows those that have been vaccinated not to wear a mask while at work or in the office, while those that have not been vaccinated must continue to wear a mask. EF&R will continue to adhere to whatever guidance L&I provides. The Governor has since updated this mandate to require "all" to mask while in doors in a workplace. We are operating under a Point Of Care pilot program through King County EMS that is allowing us to operate under a modified mandate.
  2. Public meetings. While attempting to move back to in person EF&R Board meetings, I am suggesting we put that on hold until at least January.
  3. Inspections. We will be facilitating a self-inspection process once again for 2021. We want to provide businesses the opportunity to return to normal before taking up their time with a visit from us, while maintaining a focus on fire safety by providing the self-inspection process.
  4. EF&R Office. We will continue to provide staff the opportunity to work from home. We are confident we have found a productive balance between home and office. The office hours will continue to be 8am to 5pm Monday through Thursday.
  5. Ride-alongs are suspended and station community rooms will continue to be closed. I will consider exposing the stations to more people when I am confident that the immunization rate is high enough and that there is no Fall relapse.
-



### **COVID Boosters**

EF&R will again establish Mobile Vaccination Teams beginning December 6th to deliver COVID-19 Booster shot vaccines to our vulnerable populations, Snoqualmie Tribal members, and EF&R employees and elected officials.

We will utilize the same format used in the spring of two to four members per team. The plan is to have two teams running Monday through Friday for two weeks. There will also be two clinics at the Snoqualmie Casino on the weekends.

EF&R employees and elected officials are eligible (**but NOT required**) to receive the booster; it will be available for those who wish to receive it. We will be delivering Moderna only. Per the CDC, regardless of the initial COVID-19 vaccine you received, you can receive any of the 3 (Pfizer, Moderna or Johnson & Johnson) as booster. Please email BC Vetter ([mvetter@esf-r.org](mailto:mvetter@esf-r.org)) if you would like to receive your booster from EF&R.

It will be available to EF&R employees as follows:

- Off Duty; Monday – Friday at Headquarters, from 8:30 am – 9:30 am, by appt.
- Off Duty; at the Snoqualmie Casino (12/11 & 12/18), by appt.
- On Duty; at your station, by appt.

### **COVID-19 Lawsuit**

EF&R, Chief Clark, and most of the Fire Chiefs and Fire Departments in King County were served with a subpoena for a class action lawsuit concerning the handling of the religious accommodation process from the COVID-19 Vaccine Mandate. More information will be shared with the Board, most likely in Executive Session, as this process unfolds.

### **Staff Fatigue**

Two years of COVID19 is impacting staff at all levels of the organization. We currently have three members of our administrative staff on Family Medical Leave along with numerous response members. In the last two weeks we had one member resign to take a job closer to home because commute time is once again a significant stress now that pre-COVID traffic levels have returned, and another resign because of an illness in the family forcing our member to choose between firefighting or running the family business to ensure the entire family is provided for. Each individual circumstance is unique, but all are extremely stressful. It is very evident that the stress on the workforce that we are all reading about nationally is manifesting within ours as well.

---



I am extremely proud and grateful for the wonderful employees of EF&R; we are doing all we can to support their needs and to continue to meet the needs of the communities we serve.

### **Firefighter Hiring Process**

Staff successfully completed a three-week recruitment process for firefighters. We have made 25 conditional hiring offers and those individuals are going through the background, medical, and psychological screening processes. We hope to have final offers out before the end of the year for an academy start in February.

### **PFAS**

The November Executive Committee was cancelled due to the Holiday. EF&R did have a series of meetings with our consultant and attorney to formulate our strategy for addressing the requirements of utilizing the Model Toxics Control Act (MTCA) process to continue work on the site. We are also preparing a request from DOE to utilize up to \$750,000 of funding they have earmarked for this project in 2022.

I anticipate having our consulting and legal team present to the EF&R Board in the first half of 2021.

### **Wildfire Prevention**

At the November FAC meeting staff presented an updated staffing request to dedicate resources towards preparing the EF&R communities for the ever-increasing threat of wildfire within our service area. The FAC approved moving the item to the EF&R Board. I have committed to presenting the information to the City of Sammamish City Council prior to bringing to the EF&R Board. As a result, the item will be brought to either the January or February EF&R Board meeting for consideration.

It is important that we collectively begin this work; in order to be successful, we will need to dedicate staff to this very important objective.

### **Fire Chief Out of the Office**

I will be out of the office beginning December 10 and returning December 20. I will be out of the state for much of this time. Assistant Chief Lane will be Acting Fire Chief in my absence.





## **Some Good News**

### **Benevolent Fund**

Just a quick update from last week's fire. As some of you may know, units responded to a fire out the Middle Fork Road last week where, unfortunately, a family lost everything they had. Through the Benevolent Fund, we were able to put the family up in a motel for four nights as they tried to sort things out. In addition, the Benevolent Fund was able to get them new clothes, food, toiletries, and even some new toys for their four-year-old. Additionally, the Benevolent Fund also got them a pre-paid cell phone to use as theirs were lost in the fire.

The MIH unit was able to help them buy food and point them in the right direction to help get them back on their feet. The family has secured some temporary housing for the near future. Thank you to Jamie, Erica, and everyone with the MIH unit for their help.

This is one of the many ways that donations to the Benevolent Fund go to work to help the people in our communities in their time of need. Thanks again to everyone who had a hand in helping this family out.

### **CORE Team Donation**

Nan Avant-Spady stopped by HQ to make a very generous donation to say thank you to the crews and CORE team for assisting her mother who lives in our service area.

Nan is part of the Dick's Drive-In family. Her father-in-law is the original owner, and they are very intentional about giving back to the community. This year, Nan donated her yearly Dick's Drive-In Certifications to EF&R and the CORE team. There are 250 certificates valued at \$500 total. The CORE team will be distributing the gift cards to the crews.

### **Another successful Food Drive**

Over Thanksgiving weekend Local 2878 conducting their annual food drive at the Issaquah Fred Meyer. Thanks to all who gave their time for this worthwhile event. Below is a summary of what was collected.

- 252 totes of food
  - \$2743 in cash/check donations
  - \$6825 in gift cards
  - 76 gift cards of unknown value
  - \$100 donated through Venmo
-



*Annual Shop with a Cop in Woodinville coming up on 12/18/21*

We are just over two weeks away from the annual Shop with a Cop event in Woodinville. Thank you to everyone who has volunteered to help. There will be up to 40 families with approximately 125 kids. We will have boxes available for pick up at Woodinville City Hall between now and December 16 to be filled with non-perishable food and other items for the kids and parents. We will add to the boxes: turkeys donated by Costco, \$100 gift card from Fred Meyer for each child, and a gift card for coffee for the parents. Additionally, Haggen has offered to donate a pallet of food. Interbay foods will hold the turkeys in their warehouse until the 18th of December.

This will be a drive through event with families staying in their cars. We will need volunteers to help with a list of families, traffic control in the parking lot, delivering boxes to cars, and various other things. We will have music, coffee, fruit, snacks, and an old fire truck.

If you or your family or friends would like to donate to this great event, visit [www.WFFBF.org](http://www.WFFBF.org)

Everyone is welcome! Hope to see you there.

---



## Woodinville Fire & Rescue

P. O. Box 2200 • 17718 Woodinville-Snohomish Rd NE

Woodinville, WA 98072-8509

Phone 425-483-2131 • Fax 425-486-0361

### ACH/BANK DEBIT APPROVAL DOCUMENT

Governmental Unit Name: Woodinville Fire & Rescue

#### EXPENSE ACCOUNT

Fund # 10-036-0010

**Board of Directors Approval:** We, the Board of Directors of the above-named governmental unit of King County, Washington do hereby certify that the services hereinafter specified have been received and that the vouchers identified below are approved for payment.

Date: November 9, 2021

Approved for payment:

Derek van Veen  
Commissioner, Position 1

Doug Halbert  
Commissioner, Position 2

Tim Osgood  
Commissioner, Position 3

Mike Millman  
Commissioner, Position 4

Roger Collins  
Commissioner, Position 5

Reference #	ACH Request Date(s):	Total ACH Requests
ACH 21-21	11/9/21, 11/10/21	\$ 9,600.45

Jean S. Montegary  
Preauthorization signature (FC/DC/CAO)



## US BANK SINGLEPOINT - 3629 TRANSACTIONS

Trans. Date	Paychex Cash Requirement Debits	
11/9/2021	Net Pay: Direct Deposits/Live Checks	6,111.06
11/9/2021	DSHS - WA State (garnishment)	-
11/10/2021	Taxpay (Soc. Sec., MC, Federal Income Tax, WAPF/ML)	1,714.85
11/9/2021	Agency Checks	1,500.00
		-
		-
		-
	Quarterly L&I	-
11/10/2021	<b>PAYCHEX INVOICE</b>	274.54
		9,600.45

**PAY32 TRANSACTION TOTALS**

**\$**

**9,600.45**

  
 Preauthorization signature (FC/DC/CAO)



## Woodinville Fire & Rescue

P. O. Box 2200 • 17718 Woodinville-Snohomish Rd NE

Woodinville, WA 98072-8509

Phone 425-483-2131 • Fax 425-486-0361

### ACH/BANK DEBIT APPROVAL DOCUMENT

Governmental Unit Name: Woodinville Fire & Rescue

#### EXPENSE ACCOUNT

Fund # 10-036-0010

**Board of Directors Approval:** We, the Board of Directors of the above-named governmental unit of King County, Washington do hereby certify that the services hereinafter specified have been received and that the vouchers identified below are approved for payment.

Date: December 14, 2021

Approved for payment:

Derek van Veen

Commissioner, Position 1

Doug Halbert

Commissioner, Position 2

Tim Osgood

Commissioner, Position 3

Mike Millman

Commissioner, Position 4

Roger Collins

Commissioner, Position 5

Reference #	ACH Request Date(s):	Total ACH Requests
ACH 21-22	11/23/21, 11/24/21	\$ 10,294.02

Ivan S. Montegary  
Preauthorization signature (FC/DC/CAO)

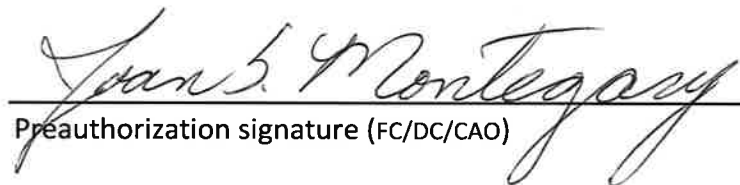
## US BANK SINGLEPOINT - 3629 TRANSACTIONS

Trans. Date	Paychex Cash Requirement Debits	
11/23/2021	Net Pay: Direct Deposits/Live Checks	6,695.57
11/23/2021	DSHS - WA State (garnishment)	-
11/24/2021	Taxpay (Soc. Sec., MC, Federal Income Tax, WAPF/ML)	1,818.41
11/23/2021	Agency Checks	1,500.00
		-
		-
		-
	Quarterly L&I	-
11/24/2021	<b>PAYCHEX INVOICE</b>	280.04
		10,294.02

**PAY32 TRANSACTION TOTALS**

**\$**

**10,294.02**

  
 Preauthorization signature (FC/DC/CAO)



## Special District Voucher Approval Document

KC v2.0

Scheduled Payment Date: 11/08/2021  
Total Amount: \$1,145,330.30  
Control Total: 16  
Payment Method: WARRANT

District Name: Woodinville Fire & Rescue  
File Name: AP\_WDNVLFIR\_APSUPINV\_20211104145648.csv  
Fund #: 100360010

### CONTACT INFORMATION

Preparer's Name: Charlene Imman

Email Address: cinman@wf-r.org

### PAYMENT CERTIFICATION

RCW (42.24.080)

I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered, the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim(s) is(are) just, due and unpaid obligation against the above-named governmental unit, that I am authorized to authenticate and certify to said claim(s).

Authorized District Signature(s) for Payment of Claims (Auditing Officer(s) or Board Member(s)) :

<u>Joan S. Montgomery</u>	<u>11-4-21</u>
Authorized District Signature	Date
<u>Doug Halbert</u>	<u>12-07-2021</u>
Authorized District Signature	Date
<u>Mike Millman</u>	<u>12-07-2021</u>
Authorized District Signature	Date

<u>Derek van Veen</u>	<u>12-07-2021</u>
Authorized District Signature	Date
<u>Tim Osgood</u>	<u>12-07-2021</u>
Authorized District Signature	Date
<u>Roger Collins</u>	<u>12-07-2021</u>
Authorized District Signature	Date

### SUBMIT SIGNED DOCUMENT TO:

King County Accounts Payable  
Attn: Special Districts  
401 5th Avenue, Room 323  
Seattle, WA 98104

Email: [SpecialDist.AP@kingcounty.gov](mailto:SpecialDist.AP@kingcounty.gov)  
Fax: (206) 263-3767

### KING COUNTY FINANCE USE ONLY:

Batch Processed By: \_\_\_\_\_

Date Processed: \_\_\_\_\_



## Special District Voucher Approval Document

KC v2.0

District Name: Woodinville Fire & Rescue

File Name: AP\_WDNVLFIR\_APSUPINV\_20211104145648.csv

Payee (Vendor Name)	Vendor No.	Vendor Site	Invoice No.	Invoice Date	Inv. Amount	Description
BULGER SAFE & LOCK			211101001	11/08/2021	\$304.98	
CITY OF WOODINVILLE			211101002	11/08/2021	\$1,262.50	
DEPT LABOR & INDUSTRIES			211101003	11/08/2021	\$56.80	
EASTSIDE FIRE & RESCUE			211101004	11/08/2021	\$1,103,652.25	
FIRE FLEET MAINTENANCE LLC			211101005	11/08/2021	\$7,977.50	
GARY HEUSLEIN			211101006	11/08/2021	\$148.50	
HILL STREET CLEANERS INC			211101007	11/08/2021	\$129.18	
LN CURTIS & SONS			211101008	11/08/2021	\$1,146.26	
MUNICIPAL EMERGENCY SERVICES INC			211101009	11/08/2021	\$957.87	
NORTHWEST FIRE FIGHTERS TRUST			211101010	11/08/2021	\$4,274.46	
PUGET SOUND ENERGY			211101011	11/08/2021	\$3,432.16	
SHELL FLEET PLUS C/O WEX BANK			211101012	11/08/2021	\$1,475.28	
SHORELINE FIRE DEPT			211101013	11/08/2021	\$19,533.00	
SUMMIT LAW GROUP PLLC			211101014	11/08/2021	\$422.00	
WA ST DEPT NATURAL RESOURCES			211101015	11/08/2021	\$107.56	
WOLFE FIRE PROTECTION INC			211101016	11/08/2021	\$450.00	

# ACCOUNTS PAYABLE

Woodinville Fire & Rescue

As Of: 11/08/2021

Time: 14:50:17 Date: 11/04/2021

Page: 1

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
<b>20047</b>	<b>06/18/2021</b>	<b>11/08/2021</b>	<b>128</b>	<b>BULGER SAFE &amp; LOCK</b>	<b>304.98 St 31 Chief's Office Lock Repair</b>
	522 50 48 10-01 All Stations - Maint/Repa		001 000 522 General Expense	304.98	Invoice# 204294
<b>20049</b>	<b>09/30/2021</b>	<b>11/08/2021</b>	<b>169</b>	<b>CITY OF WOODINVILLE</b>	<b>1,262.50 3rd Qtr 2021 IFC Permits (5%)</b>
	522 30 41 10-01 COW 5% Of Permit Fees		001 000 522 General Expense	1,262.50	
<b>20048</b>	<b>06/18/2021</b>	<b>11/08/2021</b>	<b>237</b>	<b>DEPT LABOR &amp; INDUSTRIES</b>	<b>56.80 St 31 Boiler Inspection</b>
	522 50 48 31-16 St 31 - Boiler Inspection		001 000 522 General Expense	56.80	Invoice #343458
<b>20050</b>	<b>11/03/2021</b>	<b>11/08/2021</b>	<b>266</b>	<b>EASTSIDE FIRE &amp; RESCUE</b>	<b>1,103,652.25 Nov 2021 Contract Fees</b>
	522 10 41 10-99 Intergov Prof Svcs - ESFR		001 000 522 General Expense	551,826.12	November 2021 Contract Fees; Invoice 4306 (half)
	522 10 41 10-99 Intergov Prof Svcs - ESFR		001 000 522 General Expense	551,826.13	November 2021 Contract Fees; Invoice 4306 (2nd half)
<b>20029</b>	<b>06/23/2021</b>	<b>11/08/2021</b>	<b>321</b>	<b>FIRE FLEET MAINTENANCE LLC</b>	<b>183.04 #1332 Install MDC Mount</b>
	522 60 48 20-01 Vehicles - Support Veh M		001 000 522 General Expense	183.04	Install of MDC mount in DC's Tahoe (#1332); invoice 4616
<b>20030</b>	<b>07/22/2021</b>	<b>11/08/2021</b>	<b>321</b>	<b>FIRE FLEET MAINTENANCE LLC</b>	<b>2,302.04 #2307 PM and repairs</b>
	522 60 48 40-01 Vehicles - Suppression M		001 000 522 General Expense	2,302.04	PM; safety inspection; minor repair on brush 131 (#2307); invoice 4636
<b>20031</b>	<b>09/09/2021</b>	<b>11/08/2021</b>	<b>321</b>	<b>FIRE FLEET MAINTENANCE LLC</b>	<b>722.53 Fleet Consulting - Sep</b>
	522 60 41 10-01 Prof Services - Fleet Cons		001 000 522 General Expense	722.53	Consulting services re fleet management; invoice 4679
<b>20032</b>	<b>09/18/2021</b>	<b>11/08/2021</b>	<b>321</b>	<b>FIRE FLEET MAINTENANCE LLC</b>	<b>4,120.84 #9303 PM - Semi-Annual Inspection, Qtrly Ladder Lube, Annual UL Inspection</b>
	522 60 48 40-01 Vehicles - Suppression M		001 000 522 General Expense	4,120.84	PM; inspection; repair on L131 (#9303); invoices 4685
<b>20033</b>	<b>09/28/2021</b>	<b>11/08/2021</b>	<b>321</b>	<b>FIRE FLEET MAINTENANCE LLC</b>	<b>649.05 #7321 PM and repairs</b>
	522 60 48 30-01 Vehicles - Aid Unit Maint		001 000 522 General Expense	649.05	PM; inspection; repair on Aid 131 (#7321); invoice 4692
Total FIRE FLEET MAINTENANCE LLC				7,977.50	
<b>20034</b>	<b>10/31/2021</b>	<b>11/08/2021</b>	<b>355</b>	<b>GARY HEUSLEIN</b>	<b>148.50 L1 Retiree Medical Prems - Nov</b>

# ACCOUNTS PAYABLE

Woodinville Fire & Rescue

Time: 14:50:17 Date: 11/04/2021

As Of: 11/08/2021

Page: 2

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
522 10 22 30-01	LEOFF 1 - Medicare/Med		001 000 522 General Expense	148.50	
<b>20052</b>	<b>10/29/2021</b>	<b>11/08/2021</b>	<b>395 HILL STREET CLEANERS INC</b>	<b>129.18</b>	<b>Uniform Dry Cleaning - Sep</b>
522 20 25 10-09	Uniforms - Dry Cleaning		001 000 522 General Expense	39.12	Chief Ahearn
522 20 25 10-09	Uniforms - Dry Cleaning		001 000 522 General Expense	35.80	DFM Carolan
522 20 25 10-09	Uniforms - Dry Cleaning		001 000 522 General Expense	19.56	Capt D'Ambrosia
522 20 25 10-09	Uniforms - Dry Cleaning		001 000 522 General Expense	10.82	BC Davis
522 20 25 10-09	Uniforms - Dry Cleaning		001 000 522 General Expense	9.78	BC Garat
522 20 25 10-09	Uniforms - Dry Cleaning		001 000 522 General Expense	14.10	BC Wineman
<b>20035</b>	<b>10/25/2021</b>	<b>11/08/2021</b>	<b>513 LN CURTIS &amp; SONS</b>	<b>1,146.26</b>	<b>CO Gas Detector - Altair 2X (3)</b>
522 22 35 10-01	Tools / Equipment - Hazn		001 000 522 General Expense	1,146.26	
<b>20039</b>	<b>10/13/2021</b>	<b>11/08/2021</b>	<b>588 MUNICIPAL EMERGENCY SERVICES INC</b>	<b>957.87</b>	<b>SCBA Mask Headnetting</b>
522 20 35 10-11	SCBA Maint & Repair		001 000 522 General Expense	957.87	
<b>20036</b>	<b>10/25/2021</b>	<b>11/08/2021</b>	<b>1130 NORTHWEST FIRE FIGHTERS TRUST</b>	<b>4,274.46</b>	<b>G. Ahearn 10/21 &amp; 11/21</b>
522 10 24 10-01	LEOFF 2 Prems - Admin		001 000 522 General Expense	4,274.46	
<b>20040</b>	<b>10/14/2021</b>	<b>11/08/2021</b>	<b>725 PUGET SOUND ENERGY</b>	<b>1,872.40</b>	<b>St 31 Electric 9/13/21-10/13/21</b>
522 50 47 31-01	Utilities - 31/HQ/Annex		001 000 522 General Expense	1,872.40	
<b>20041</b>	<b>10/14/2021</b>	<b>11/08/2021</b>	<b>725 PUGET SOUND ENERGY</b>	<b>34.56</b>	<b>St 31 Gas 9/13/21-10/13/21</b>
522 50 47 31-01	Utilities - 31/HQ/Annex		001 000 522 General Expense	34.56	
<b>20042</b>	<b>10/14/2021</b>	<b>11/08/2021</b>	<b>725 PUGET SOUND ENERGY</b>	<b>243.66</b>	<b>Annex Electric/Gas 9/13/21-10/13/21</b>
522 50 47 31-01	Utilities - 31/HQ/Annex		001 000 522 General Expense	150.33	Electric
522 50 47 31-01	Utilities - 31/HQ/Annex		001 000 522 General Expense	93.33	Gas
<b>20043</b>	<b>10/13/2021</b>	<b>11/08/2021</b>	<b>725 PUGET SOUND ENERGY</b>	<b>632.02</b>	<b>St 33 Electric/Gas 9/10/21-10/11/21</b>
522 50 47 33-01	Utilities - 33		001 000 522 General Expense	456.78	Electric
522 50 47 33-01	Utilities - 33		001 000 522 General Expense	175.24	Gas
<b>20044</b>	<b>10/13/2021</b>	<b>11/08/2021</b>	<b>725 PUGET SOUND ENERGY</b>	<b>649.52</b>	<b>St 35 Electric/Gas 9/10/21-10/11/21</b>
522 50 47 35-01	Utilities - 35		001 000 522 General Expense	526.97	Electric
522 50 47 35-01	Utilities - 35		001 000 522 General Expense	122.55	Gas

# ACCOUNTS PAYABLE

Woodinville Fire & Rescue

As Of: 11/08/2021

Time: 14:50:17 Date: 11/04/2021

Page: 3

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
			Total PUGET SOUND ENERGY	3,432.16	
<b>20037</b>	<b>10/28/2021</b>	<b>11/08/2021</b>	<b>805 SHELL FLEET PLUS C/O WEX BANK</b>	<b>1,475.28</b>	<b>Gas/Diesel - Sep</b>
	522 60 32 10-01 Vehicles - Gas/Diesel/DEF		001 000 522 General Expense	1,475.28	
<b>20045</b>	<b>10/21/2021</b>	<b>11/08/2021</b>	<b>807 SHORELINE FIRE DEPT</b>	<b>19,533.00</b>	<b>2021 BLS Core Services - NKCTC EMS Training Position</b>
	522 45 49 20-07 Dues/Subscriptions - NKCTC		001 000 522 General Expense	19,533.00	Invoice# 2021BLSCore
<b>20038</b>	<b>10/22/2021</b>	<b>11/08/2021</b>	<b>849 SUMMIT LAW GROUP PLLC</b>	<b>422.00</b>	<b>Legal Advice - General - Sep</b>
	522 10 41 10-04 Prof Svcs - Legal (Summit)		001 000 522 General Expense	422.00	Legal fees for Sept 2021; invoice 130304
<b>20046</b>	<b>10/22/2021</b>	<b>11/08/2021</b>	<b>1927 WA ST DEPT NATURAL RESOURCES</b>	<b>107.56</b>	<b>Wildland Pants</b>
	522 23 25 10-01 Uniforms - Wildland PPE		001 000 522 General Expense	107.56	
<b>20051</b>	<b>10/28/2021</b>	<b>11/08/2021</b>	<b>1967 WOLFE FIRE PROTECTION INC</b>	<b>450.00</b>	<b>St 35 Annual Fire Sprinkler Inspection</b>
	522 50 48 35-03 St 35 - Sprinkler Riser Tes		001 000 522 General Expense	450.00	

Report Total: 1,145,330.30

Fund	
001 General Expense Fund (10-036-0010)	1,145,330.30

This report has been reviewed by:

Signature:

*John S. Montgomery*  
Fire Chief/Chief Administrative Officer

Date:

*11-4-21*