

WOODINVILLE FIRE & RESCUE
Tuesday, November 3, 2020

REGULAR MEETING OF THE BOARD OF FIRE COMMISSIONERS

Commissioner Millman called the virtual meeting to order at 1600 hours. 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 Greg Ahearn
Deputy Chief Doug McDonald
Provisional Deputy Chief Peder Davis
Chief Administrative Officer Joan Montegary
Board Secretary Nicole Frisch

Consideration and Approval of Agenda in Content and Order

MOTION: Commissioner Collins moved to approve the agenda in content and order. The motion was seconded by Commissioner Osgood. The motion passed, 5-0.

Public Comment

Peter Briner, President-Elect of IAFF Local 2950, introduced himself to the Board.

1. Resolution 2020-08, Limit Factor Increase

CAO Montegary presented the Resolution that is attached hereto.

MOTION: Commissioner Collins moved that the Board of Fire Commissioners adopt Resolution 2020-08, A Resolution Adopting a 2021 Limit Factor Increase. The motion was seconded by Commissioner van Veen. The motion passed, 5-0.

2. Resolution 2020-09, 2021 Fire Benefit Charge

CAO Montegary presented the Resolution that is attached hereto.

MOTION: Commissioner Halbert moved that the Board of Fire Commissioners adopt Resolution 2020-09, A Resolution Adopting the 2021 Fire Benefit Charge. The motion was seconded by Commissioner van Veen. The motion passed, 5-0.

3. Resolution 2020-10, 2021 Property Tax Increase, Property Tax Levy, and Budget Adoption

CAO Montegary presented the Resolution that is attached hereto.

MOTION: Commissioner van Veen moved that the Board of Fire Commissioners adopt Resolution 2020-10, A Resolution Adopting the 2021 Property Tax Increase, Property Tax Levy, and Budget. The motion was seconded by Commissioner Halbert. The motion passed, 5-0.

4. Staff Report 20-021 – Travel Time Policy; and Resolution 2020-11

CAO Montegary presented the Staff Report and Resolution that is attached hereto.

MOTION: Commissioner Collins moved that the Board of Fire Commissioners adopt Resolution 2020-11, A Resolution Adopting Policy No. 2117, Travel Time Compensation. The motion was seconded by Commissioner van Veen. The motion passed, 5-0.

5. Staff Report 20-022 – Agreement for Professional Services with West Coast Code Consultants

Provisional Deputy Chief Davis presented the Staff Report that is attached hereto.

MOTION: Commissioner Osgood moved that the Board of Fire Commissioners authorize the Fire Chief to sign the Professional Services Agreement with West Coast Code Consultants, Inc., as presented. The motion was seconded by Commissioner Halbert. The motion passed, 5-0.

6. Fire Chief's Report (attached hereto)

Chief Ahearn presented the Fire Chief's Report that is attached hereto.

7. Consent Agenda (attached hereto)

- a. Approval of Minutes from the October 6, 2020 regular meetings and the October 20, 2020 Budget/Fire Benefit Charge Hearing and regular joint meeting.
- b. Approval of Payroll Vouchers ACH 20-19 for \$394,809.99 and ACH 20-20 for \$576,140.92
- c. Approval of General Vouchers for \$24,086.82 and \$60,152.99; and Capital Vouchers for \$171.62

MOTION: *Commissioner Collins 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.*

8. Reports and Requests from the Commissioners/Good of the Order

None.

9. Adjournment

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

The meeting adjourned at 1635 hours.

Nicole Frisch
Nicole Frisch, Board Secretary

Derek van Veen
Derek van Veen, Commissioner, Position 1

Doug Halbert
Doug Halbert, Commissioner, Position 2

Tim Osgood
Tim Osgood, Commissioner, Position 3

Mike Millman
Mike Millman, Commissioner, Position 4

Roger Collins
Roger Collins, Commissioner, Position 5



Woodinville Fire & Rescue

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

Tuesday, November 3, 2020

4:00 p.m.

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

<https://us02web.zoom.us/j/85287082831?pwd=eS9ENitEbk56N2tMTDE4eIJ1Z1Q4Zz09>

To listen live, call 253-215-8782 and enter the Meeting ID and Password.

Meeting ID: 852 8708 2831

Password: 919153

AGENDA

Call to Order/Roll Call

Approval of Agenda in Content and Order

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

Board Business Items

1. Resolution 2020-08, 2021 Limit Factor Increase
2. Resolution 2020-09, 2021 Fire Benefit Charge
3. Resolution 2020-10, 2021 Property Tax Levy and Budget Adoption
4. Staff Report 20-021 – Travel Time Policy; and Resolution 2020-11
5. Staff Report 20-022 – Agreement for Professional Services with West Coast Code Consultants
6. Fire Chief's Report
7. Consent Agenda
 - a. Approval of Minutes from the October 6, 2020 regular meetings and the October 20, 2020 Budget/Fire Benefit Charge Hearing and regular joint meeting
 - b. Approval of Payroll Vouchers ACH 20-19 for \$394,809.99 and ACH 20-20 for \$576,140.92
 - c. Approval of General Vouchers for \$24,086.82 and \$60,152.99; and Capital Vouchers for \$171.62
8. Reports and Requests from the Commissioners/Good of the Order
9. Adjournment

**WOODINVILLE FIRE & RESCUE
RESOLUTION NO. 2020-08**

2021 LIMIT FACTOR INCREASE

RECITALS

WHEREAS, the Board of Fire Commissioners (the “Board”) of Woodinville Fire & Rescue (the “District”) met and considered the District budget for the calendar year 2021; and

WHEREAS, in 2020, the Board, in the course of considering the budget for 2021 has reviewed all sources of revenue and examined all anticipated expenses and obligations; and

WHEREAS, the Board has determined that, due to increases in salaries and costs of operations and in order to maintain the District’s present level of emergency medical and fire protection service, there is a substantial need to increase the regular property tax limit factor above the rate of inflation.

NOW, THEREFORE, it is resolved by the Board of Fire Commissioners of Woodinville Fire & Rescue that the limit factor for the regular level for the tax year 2021 shall be 1 percent.

**ADOPTED AT A REGULAR MEETING OF THE BOARD OF FIRE COMMISSIONERS OF
WOODINVILLE FIRE & RESCUE THIS 3rd DAY OF NOVEMBER 2020.**

**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

**WOODINVILLE FIRE & RESCUE
RESOLUTION NO. 2020-09**

2021 FIRE BENEFIT CHARGE

A resolution of the Board of Fire Commissioners of Woodinville Fire & Rescue imposing a fire benefit charge on personal property and improvements to real property within the District for calendar year 2021

RECITALS

WHEREAS, the Board of Fire Commissioners of a fire district may, by resolution, for fire protection district purposes authorize by law, fix and impose a benefit charge on personal property and improvements to real property which are located within the fire protection district on the date specified, and which have or will receive benefits provided by the fire protection district, to be paid by the owners of the property; and

WHEREAS, in 2019, the voters of Woodinville Fire & Rescue (the "District") authorized the imposition of a fire benefit charge for a period of six years, 2020 through 2025; and

WHEREAS, pursuant to RCW 52.18.060(2), a public hearing was held on October 20, 2020; and

WHEREAS, the Board of Fire Commissioners (the "Board") of the District has met and considered the District budget for the calendar year 2021; and

WHEREAS, the District's fire benefit charge amount from the previous year was \$6,956,231; and

WHEREAS, at the conclusion of the public hearing on October 20, 2020, and after deliberations held thereafter, the District's Board of Fire Commissioners determined it necessary to impose a fire benefit charge on personal property and improvements to real property within the District for fiscal year 2021.

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

1. That fire benefit charges take into consideration the insurance savings resulting from the provision of benefits by the District, the amount of fire protection required by the property and the special services provided to the properties by the District.

2. That the Board determined that the methodology used to calculate the fire benefit charges reasonably takes into consideration the facts and circumstances of each property for which a fire benefit charge is imposed and each individual fire benefit charge is reasonably proportioned to the measurable benefits to the property resulting from the services afforded by the District.
3. That the amount of the benefit charge to be collected in 2021 is hereby established to not exceed **\$5,774,220**.
4. That as part of the 2021 budget adoption, a *decrease* in the proposed aggregate fire benefit charge is hereby authorized for 2021 in the amount of \$1,182,011 which is a percentage *decrease* of approximately 17 percent from the previous year.
5. That the proposed fire benefit charge will be imposed on the affected properties beginning January 1, 2021.
6. That the property owners will be notified, in writing, of the amount of the benefit charge to be imposed on their property prior to the implementation of the provisions of RCW 52.18.070 establishing a Fire Benefit Charge Review Board.

**ADOPTED AT A REGULAR MEETING OF THE BOARD OF FIRE COMMISSIONERS OF
WOODINVILLE FIRE & RESCUE THIS 3rd DAY OF NOVEMBER 2020.**

**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

Michael Millman, Commissioner, Position 4

Roger Collins

Roger Collins, Commissioner, Position 5

Attest:

Nicole Frisch

Nicole M. Frisch, Board Secretary

**WOODINVILLE FIRE & RESCUE
RESOLUTION NO. 2020-10**

**2021 PROPERTY TAX INCREASE,
PROPERTY TAX LEVY AND
BUDGET ADOPTION**

RECITALS

WHEREAS, the Board of Fire Commissioners (the “Board”) of Woodinville Fire & Rescue (the “District”) met and considered the District budget for the calendar year 2021; and

WHEREAS, the Board has properly given notice of the public hearing held on October 20, 2020 to consider the District’s current expense budget for the 2021 calendar year pursuant to RCW 84.55.120; and

WHEREAS, the Board, after the public hearing and after duly considering all relevant evidence and testimony presented, has determined that the District requires an increase in property tax revenue from the previous year, in addition to the increase resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, and amounts authorized by law as a result of any annexations that have occurred and refunds made, in order to discharge the expected expenses and obligations of the District and in its best interest; and

WHEREAS, the County Assessor has notified the District that the assessed valuation of real properties lying within the boundaries of the District for the assessment year 2020 and tax year 2021 is estimated to be \$11,680,346,926 and

WHEREAS, the District’s actual levy amount from the previous year was \$8,798,962; and

WHEREAS, the population within the District is more than 10,000;

NOW, THEREFORE, it is resolved by the Board of Fire Commissioners for Woodinville Fire & Rescue, after hearing and duly considering all relevant evidence and testimony presented:

1. That the Honorable County Council of King County, Washington, be and is hereby requested to make a levy for said Woodinville Fire & Rescue (King County Fire Protection District #36) totaling **\$8,943,018**.
2. This amount includes an increase in property tax revenue from the previous year and amounts resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property and amounts

authorized by law as a result of any annexation that have occurred and \$13,337 in refunds made.

3. That under RCW 84.55.120 and as part of the 2021 budget adoption, an increase in the regular property tax levy is hereby authorized. The dollar amount of the increase over the actual levy amount from the previous year shall be **\$76,469**, which is a percentage increase of **0.87** percent from the previous year. This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state assessed property, any annexations that have occurred and \$13,337 in refunds made.
4. That as part of the 2021 budget adoption, the Board has determined it necessary to impose a fire benefit charge in the amount of **\$5,774,220** on personal property and improvements to real property within the District for fiscal year 2021.
5. That the Board hereby adopts the District's total budget for 2021 in the amount of \$15,492,759, as follows:

a. Operating Expenses	\$14,932,759
b. Reserves	\$560,000
6. That the District's 2021 budget package, which will be posted on the District's website at www.wf-r.org, includes a five-year forecast and financial statements for each of the District's five funds – Expense Fund, Benefit Charge Fund, Reserve Fund, Benefit Liability Reserve Fund and Capital Project Fund.

**ADOPTED AT A REGULAR MEETING OF THE BOARD OF FIRE COMMISSIONERS OF
WOODINVILLE FIRE & RESCUE THIS 3rd DAY OF NOVEMBER 2020.**

**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
Michael Millman, Commissioner, Position 4

Roger Collins
Roger Collins, Commissioner, Position 5

Attest:

Nicole Frisch
Nicole M. Frisch, Board Secretary

Woodinville Fire & Rescue

M E M O R A N D U M



DATE: November 3, 2020

TO: Mike Millman, Vice Chair
Board of Fire Commissioners

FROM: Joan Montegary, Chief Administrative Officer *JBM*

SUBJECT: **Staff Report 20-021**
Policy Adoption
Policy 2117, Travel Time Compensation

Background

Your packet contains the above-referenced policy and corresponding Resolution for approval and adoption by the Board.

The policy has been reviewed by the executive team, the Local's executive board, and legal counsel. As this policy was integral to an agreement with Local 2950, it had an early release via Chief's Memo on September 16, 2020

Requested Action

Staff requests that the Board adopt Resolution 2020-11, which adopts new Policy 2217, Travel Time Compensation. The Resolution is detailed in the proposed motion at the end of this memorandum.

The Executive Committee recommends that the Board accept Staff's recommendations.

PROPOSED MOTION

I move that the Board of Fire Commissioners adopt Resolution 2020-11, A
Resolution Adopting Policy No. 2117, Travel Time Compensation.

Woodinville Fire & Rescue

Policy/Procedure/Practice



Subject:	Travel Time Compensation	Number:	2117
Effective Date:	January 1, 2021	Revision Date:	

1.0 Policy Statement

- 1.1. Woodinville Fire & Rescue (the “District”) follows the Fair Labor Standards Act (FLSA) and Washington Minimum Wage Act (WMWA) to determine whether time spent traveling constitutes compensable hours of work. Whether travel or commute time is compensable depends on the specific facts of the travel in question and the circumstances of each individual employee.
- 1.2. This policy is intended to ensure the requirements of the FLSA and WMWA are satisfied.

2.0 Applicability and Scope

- 2.1. This policy is intended to ensure all forms of District travel are appropriately compensated when required by the FLSA and/or WMWA. This policy discusses the compensability (and non-compensability) of travel during the work shift, home-to-work commuting time, commuting to a different work location, commuting to training, commuting from home to a special assignment, use of a District vehicle for commuting, and overnight travel.
- 2.2. This policy applies to all non-exempt (overtime eligible) employees of the District, including non-represented employees and those represented in a bargaining unit.

3.0 Responsibility

- 3.1. All non-exempt District employees are responsible for following the guidelines and procedures outlined in this policy.
- 3.2. Supervisors responsible for approving employee timecards and overtime authorization forms should review this policy and consult with the Fire Chief, Deputy Chief, or Chief Administrative Officer, as necessary, to determine the compensability of travel or commute time.

4.0 Procedures

4.1. Travel Time During the Work Shift and Incurred on Behalf of the District is Compensable.

4.1.1. Travel time is generally compensable if the travel meets the following criteria:

4.1.1.1. The travel time was incurred to perform District business; and

4.1.1.2. The travel time occurred during the employee's regular work hours.

4.1.2. Travel that meets these criteria are paid as part of the employee's regular workday.

4.1.3. If an employee is required to report to work at a District facility at the beginning of his/her work shift before then traveling to another work location, or from the last work location back to another District facility, the time spent traveling to/from the District facility and the work location is compensable.

4.1.3.1. Example #1: A firefighter reports to work at a District fire station but is subsequently asked to report to a neighboring fire agency to deliver some equipment, then return to the District. The travel time associated with travel between the District fire station and neighboring fire agency is compensable.

4.1.3.2. Example #2: A firefighter works a 24-hour shift beginning and ending at 0800 hours. Upon completion of a 24-hour shift, the firefighter is asked to report to another District station to assist in the completion of a task. Although the work is completed at 1000 hours, the firefighter is required to report back to his/her regular District station before going home. The firefighter does not arrive back at his/her regular station until 1030 hours. The time from 0800 until 1030 hours is compensable. In contrast, if the employee commuted directly home at 1000 hours after completing the work at the other District station, the time after 1000 hours would be considered non-compensable commuting time.

4.2. Commute Time to the Usual Place of Work is Not Compensable Time.

- 4.2.1. Time spent by an employee commuting from home to the usual place of work prior to the start of the shift is not compensable. Likewise, time spent by an employee commuting to home from the usual place of work upon completion of a shift is not compensable. This rule remains unchanged regardless of where the employee chooses to reside. This is referred to as normal home-to-work commuting time.

4.3. Commute Time to a Different Work Location is Not Compensable Time.

- 4.3.1. When an employee is asked to report to work at an alternate work location, the commute time from home to the alternate work location at the beginning of the day, and from the alternate work location to home at the end of the day, is not compensable under these conditions:

4.3.1.1. The employee travels directly from home to the alternate work location, without first being required to report to a District facility; and

4.3.1.2. The commuting time takes place outside of the employee's regular or assigned work hours.

- 4.3.2. Employees who voluntarily elect to report to a District facility to drive a District vehicle for their own convenience are likewise not compensated for the travel time to/from the District and the alternate work location. An employee who has been instructed to report to a District facility by any employee at the rank of Battalion Chief or higher will not be considered to have voluntarily elected to report to a District facility for their own convenience.

4.4. Commute Time to Training is Generally Not Compensable Time.

- 4.4.1. Attendance at training at an alternate work location is considered a normal incident of the employee's work; therefore, travel time to training within the normal commuting area is non-compensable as regular home-to-work commuting time. Any portion of travel time exceeding the District's normal commuting area, if any, is compensable. Where the training is not considered hours worked under the FLSA or WMWA, the travel associated with the training is also not considered hours of work.

- 4.4.2. Under the following circumstances, employee attendance at training programs, lectures, and meetings is non-compensable, including associated travel time:

- 4.4.2.1. Attendance is outside the employee's regular working hours;
 - 4.4.2.2. Attendance is voluntary;
 - 4.4.2.3. The training, lecture, or meeting is not directly related to the employee's job; and
 - 4.4.2.4. The employee does not perform any productive work during the training time.
- 4.4.3. A training, lecture, or meeting is not directly related to the employee's job if the purpose of attendance is to prepare the employee for a promotion or assignment to a new or specialty position. In addition, attendance outside of regular working hours at specialized or follow-up training required by State law for certification of employees does not constitute compensable hours of work. When the above-cited criteria are met and the time is not considered hours of work under the FLSA or WMWA, travel time to/from the training program, lecture, or meeting is also non-compensable, even if the cost of the training is paid by the District and/or the District pays the employee for the time actually spent in the training.
- 4.5. Commute Time to a Special or Unusual Assignment May Be Compensable Time.
 - 4.5.1. If the purpose of the commute to an alternative work location is for a special or unusual one-day work assignment in a location outside of the District's normal commuting area, then the commute time exceeding the normal commute is compensable.
 - 4.5.1.1. Example: A firefighter is asked to testify on behalf of the District at a special legislative hearing in Olympia. Commute time to this assignment is compensable, even if the travel time falls outside of the employee's regular work hours. However, the employee is expected to deduct the portion of travel time representing his regular commuting to/from home and the District.
- 4.6. Travel Time for a Designated, Required Driver is Compensable Time.
 - 4.6.1. When an employee is designated as a driver and is required to drive by the District, the time spent driving is compensable, regardless of whether the driving time falls during or outside of the employee's regular work hours. This rule does not apply to an employee who voluntarily elects to drive a District vehicle in lieu of his/her personal vehicle. This rule also does not apply to an employee who voluntarily elects to drive a carpool in a District

vehicle, when the employee and all carpool participants had the option to drive their personal vehicles.

4.7. Use of a District-Provided Vehicle is Usually Not Compensable Time.

4.7.1. Time spent driving a District-provided vehicle during an employee's normal home-to-work commute, when the employee is off-duty and performs no work between home and the first or last work location of the day, is not considered hours worked. Employees who voluntarily elect to report to a District facility to drive a District vehicle for their own convenience are likewise not compensated for the travel time to/from the District and any alternate work location. An employee who has been instructed to report to a District facility by any employee at the rank of Battalion Chief or higher will not be considered to have voluntarily elected to report to a District facility for their own convenience.

4.7.2. In contrast, an employee may be owed compensation for time spent driving a District-provided vehicle if the employee is required to remain on-duty while driving the vehicle, or the vehicle functions as the employee's prescribed workplace. Employees required to report to a District facility for briefing, or to pick up supplies or passengers, before traveling to an alternate work location are paid for the travel time between the District and the alternate work location.

4.8. Compensability of Overnight Travel Depends on the Work Schedule and Mode of Transport.

4.8.1. Travel that keeps an employee away from home overnight is travel away from home. Travel away from home is compensable time when it cuts across the employee's normally assigned work hours. The compensable time is not only hours worked on regular working days during normal working hours but also during corresponding hours on non-working days. However, time spent traveling as a passenger (airplane, train, boat, bus, or automobile) and outside of normally assigned work hours is non-compensable unless the employee is expected to perform work during that time. If an employee is offered public transportation by the District but elects to drive his/her personal vehicle, the travel time spent in the personal vehicle is non-compensable.

5.0 Reference

5.1. RCW 52.14.100 - Meetings, powers and duties of the Board.

5.2. RCW 49.46, *et seq.*

- 5.3. 29 USC § 203, *et seq.*
- 5.4. 29 USC §§ 251-261
- 5.5. 29 CFR § 553.214
- 5.6. 29 CFR § 553.221
- 5.7. 29 CFR § 553.226
- 5.8. [29 CFR §§ 785.27 – 785.32](#)
- 5.9. [29 CFR §§ 785.33 – 785.41](#)
- 5.10. U.S. Dept. of Labor Opinion Letters (various)
- 5.11. U.S. Dept. of Labor Field Operations Handbook (2016)
- 5.12. Washington Dept. of Labor & Industries Administrative Policy ES.C.2 (2008)
- 5.13. Woodinville Fire & Rescue Board of Fire Commissioners – Resolution 2020-11.
- 5.14. Author(s)

5.14.1. Originator

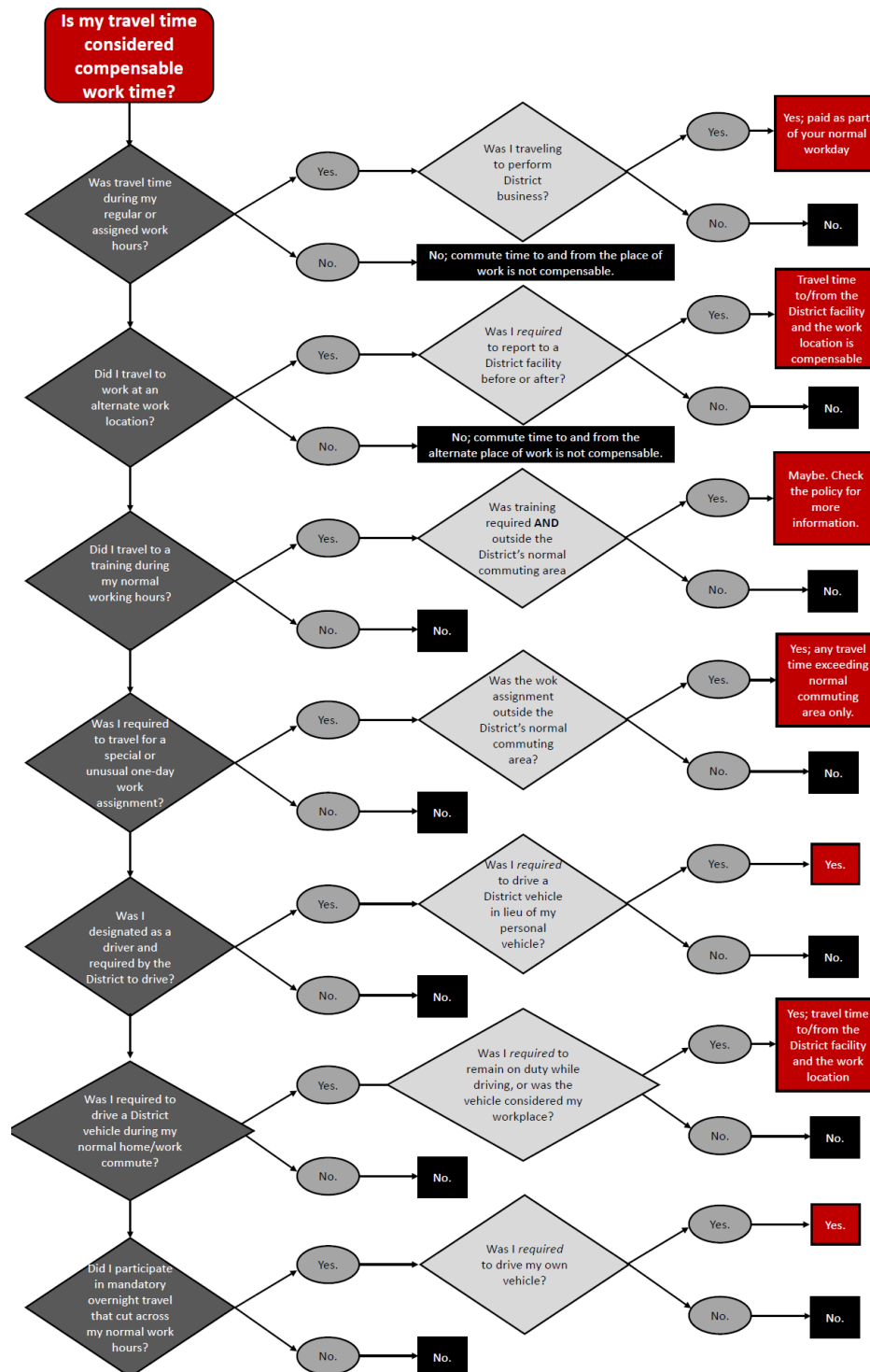
Name	Summit Law
Rank	N/A
Assignment	District Counsel
Date	April 20, 2020

6.0 Appendix

- 6.1. Travel Time Decision Tree

7.0 Practice – N/A

6.1. Travel Time Decision Tree



Flowchart is for reference only and is not meant to be all inclusive. Please see the policy and/or speak with a member of the Executive Team for further clarification.

Updated 06/03/2020

**WOODINVILLE FIRE & RESCUE
RESOLUTION NO. 2020-11**

**A RESOLUTION ADOPTING POLICY NO 2117,
TRAVEL TIME COMPENSATION**

RECITALS

WHEREAS, the State of Washington has vested in the governing bodies of fire protection districts the authority to adopt reasonable rules to govern the district and to perform its functions, and generally to perform all such acts as may be necessary to carry out the objects of the creation of the district under RCW 52.14.100; and

WHEREAS, the Board of Fire Commissioners of Woodinville Fire & Rescue ("District") has vested the responsibility of the day-to-day operation of the District in the Fire Chief; and

WHEREAS, the Board of Fire Commissioners has determined that it is necessary to establish and maintain a set of policies, procedures, and practices to ensure the efficient and effective management of the District's affairs; and

WHEREAS, the District provided Local 2950 with a copy of the proposed new policy under an agreed District/Local policy review process; and

WHEREAS, the District and Local 2950 spent significant time discussing and agreed upon the policy.

NOW, THEREFORE, it is resolved that the Board of Fire Commissioners of the District has adopted Policy 2117, Travel Time Compensation and that the content of the paragraphs shown below shall become the policy segment of said policy.

Policy Section 2117, Travel Time Compensation

1.0 Policy Statement

- 1.1. Woodinville Fire & Rescue (the "District") follows the Fair Labor Standards Act (FLSA) and Washington Minimum Wage Act (WMWA) to determine whether time spent traveling constitutes compensable hours of work. Whether travel or commute time is compensable depends on the specific facts of the travel in question and the circumstances of each individual employee.

- 1.2. This policy is intended to ensure the requirements of the FLSA and WMWA are satisfied.

ADOPTED AT A REGULAR MEETING OF THE BOARD OF FIRE COMMISSIONERS OF WOODINVILLE FIRE & RESCUE THIS 3rd day of November 2020.

**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

Michael 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: November 3, 2020

TO: Mike Millman, Vice Chair
Board of Fire Commissioners

FROM: Peder Davis, Provisional Deputy Chief ^{PD}

SUBJECT: **#20-022 – West Coast Code Consultants, Inc. Professional Services Agreement**

Background

Woodinville Fire & Rescue (the “District”) is interested in entering into an Agreement for Professional Services for on-call fire inspections and fire plan review services with West Coast Code Consultants, Inc. This agreement will be in place until December 31, 2020 while the District hires and onboards the new Deputy Fire Marshal. The District may terminate the Agreement at any time with ten (10) days’ notice.

Fiscal Impact

The attached Agreement is for an amount not to exceed \$15,000.

Requested Action

Staff recommends that the Board provide approval for the Fire Chief to sign the Professional Services Agreement with West Coast Code Consultants, Inc., as presented.

Attachment

PD/nmf

PROPOSED MOTION

I move that the Board of Fire Commissioners authorize the Fire Chief to sign the Professional Services Agreement with West Coast Code Consultants, Inc., as presented.

PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE WOODINVILLE FIRE & RESCUE AND WEST COAST CODE CONSULTANTS, INC.

THIS AGREEMENT, is made this 3rd day of November, 2020 by and between Woodinville Fire & Rescue (hereinafter referred to as "WF&R") and **West Coast Code Consultants, Inc.** (hereinafter referred to as "Service Provider"), doing business at 19109 36th Avenue W, Suite 207, Lynnwood, WA 98036.

WHEREAS, Service Provider is in the business of providing certain professional services specified herein; and

WHEREAS, WF&R desires to contract with Service Provider for the provision of **On-Call Fire Inspections & Fire Plan Review Services**, and Service Provider agrees to contract with WF&R for same;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

TERMS

1. **Description of Work.** Service Provider shall perform work as described in Attachment A, Scope of Work, which is attached hereto and incorporated herein by this reference, according to the existing standard of care for such services. Service Provider shall not perform any additional services without the expressed written permission of WF&R.

A. The terms "Work" and "services", shall mean the same.

2. **Agreement Documents and Order of Precedence.** The following list of documents shall be the sole documents that comprise this Agreement. The documents have been listed in order of precedence in the event of a conflict. Any conflict arising in any single document shall be brought to the other party's attention as soon as practical. In the case of a conflict, the conflicting item(s) having the highest order of precedence shall prevail.

- A. Any Addendum to this Agreement
- B. This Agreement
- C. Attachment A - Scope of Work
- D. Attachment B - Fees and Unit Rates

3. **Payment.**

- A. WF&R shall pay Service Provider the Not to Exceed amount of Fifteen Thousand and 00/100 Dollars (\$15,000.00).
- B. This is the maximum amount to be paid under this Agreement and shall not be exceeded without prior written authorization from WF&R in the form of a negotiated and executed supplemental agreement or addendum.
- C. Service Provider shall submit monthly payment invoices to WF&R after such services have been performed, and WF&R shall make payments within four (4) weeks after the receipt of each approved invoice. Such invoice shall include the Agreement number, detail the hours worked, a description of the tasks performed, and shall separate all charges for clerical work and reimbursable expenses, including any applicable backup for such expenses as detailed in Attachment B

- D. If WF&R objects to all or any portion of any invoice, it shall so notify Service Provider of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.
- E. **Invoicing Instructions:** Please mail originals (or email copies) of invoices and applicable backup to the following address:

Woodinville Fire & Rescue
PO Box 2200
Woodinville, WA 98072
Attn: Peder Davis
Email: pdavis@wf-r.org

4. **Relationship of Parties.** The parties intend that an independent contractor - client relationship will be created by this Agreement. As Service Provider is customarily engaged in an independently established trade which encompasses the specific service provided to WF&R hereunder, no agent, employee, representative or subcontractor of Service Provider shall be or shall be deemed to be the employee, agent, representative or subcontractor of WF&R. None of the benefits provided by WF&R to its employees, including, but not limited to, compensation, insurance and unemployment insurance, are available from WF&R to the Service Provider or its employees, agents, representatives or subcontractors. Service Provider will be solely and entirely responsible for its acts and for the acts of Service Provider's agents, employees, representatives and subcontractors during the performance of this Agreement. WF&R may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that Service Provider performs hereunder.
5. **Project Name.** On-Call Fire Inspections and Fire Plan Review Consulting Services.
6. **Duration of Work.** Service Provider shall complete the Work described in Attachment A on or before December 31, 2020.
7. **Termination.**
- A. Termination Upon the WF&R 's Option. WF&R shall have the option to terminate this Agreement at any time. Termination shall be effective upon ten (10) days Written Notice to the Service Provider pursuant to Section 20 of this Agreement.
- B. Termination for Cause. If Service Provider refuses or fails to complete the tasks described in Attachment A, or to complete such work in a manner unsatisfactory to WF&R, then WF&R may, by Written Notice to Service Provider pursuant to Section 20 of this Agreement, give notice of its intention to terminate this Agreement. After such notice, Service Provider shall have ten (10) days to cure, to the satisfaction of WF&R or its representative. If Service Provider fails to cure to the satisfaction of WF&R, WF&R shall send Service Provider a Written Notice of termination pursuant to Section 20 of this Agreement.
- C. Rights upon Termination. In the event of termination WF&R shall only be responsible to pay for all services satisfactorily performed by Service Provider to the effective date of termination, as described in the final invoice to WF&R. The Fire Chief shall make the final determination about what services have been satisfactorily performed.

8. **Nondiscrimination.** In the hiring of employees for the performance of Work under this Agreement or any subcontract hereunder, Service Provider, its subcontractors or any person acting on behalf of Service Provider shall not, by reason of race, religion, color, sex, marital status, sexual orientation, national origin or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the Work to which the employment relates.

9. **Indemnification / Hold Harmless.** The Service Provider shall defend, indemnify and hold WF&R, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent or other tortious acts, errors or omissions of the Service Provider in connection with the performance of this Agreement, except for injuries and damages caused by sole negligence of WF&R.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Service Provider and WF&R, its officers, officials, employees, and volunteers, the Service Provider's liability hereunder shall be only to the extent of the Service Provider's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Service Provider's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or Termination of this Agreement.

10. **Insurance.** The Service Provider shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Work hereunder by the Service Provider, their agents, representatives, employees or subcontractors.

11. **No Limitation.** The Service Provider's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Service Provider to the coverage provided by such insurance, or otherwise limit WF&R's recourse to any remedy available at law or in equity.

A. **Minimum Scope of Insurance.** Service Provider shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. WF&R shall be named as an insured under the Service Provider's Commercial General Liability insurance policy with respect to the Work performed for WF&R using ISO additional insured endorsement CG 20 10 10 01 and CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Service Provider's profession.
- B. Minimum Amounts of Insurance. Service Provider shall maintain the following insurance limits:
 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence and \$2,000,000 general aggregate.
 3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- C. Other Insurance Provisions. The Service Provider's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect WF&R. Any Insurance, self-insurance, or insurance pool coverage maintained by WF&R shall be excess of the Service Provider's insurance and shall not contribute with it.
- D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- E. Verification of Coverage. Service Provider shall furnish WF&R with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Service Provider before commencement of the Work.
- F. Notice of Cancellation. The Service Provider shall provide WF&R with written notice of any policy cancellation, within two (2) business days of their receipt of such notice.
- G. Failure to Maintain Insurance. Failure on the part of the Service Provider to maintain the insurance as required shall constitute a material breach of contract, upon which WF&R may, after giving five (5) business days' notice to the Service Provider to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to WF&R on demand, or at the sole discretion of WF&R, offset against funds due the Service Provider from WF&R.
12. **Entire Agreement.** The written provisions and terms of this Agreement, together with all documents attached hereto, shall supersede all prior verbal statements of any officer or other representative of WF&R, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.
13. **WF&R 's Right of Supervision, Limitation of Work Performed by Service Provider.** Even though Service Provider works as an independent contractor in the performance of its duties under this Agreement, the Work must meet the approval of WF&R and be subject to WF&R 's general right of inspection and supervision to secure the satisfactory completion thereof. In the performance of Work under this Agreement, Service Provider shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are applicable to Service Provider's business,

equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

- 14. Work Performed at Service Provider's Risk.** Service Provider shall be responsible for the safety of its employees, agents and subcontractors in the performance of the Work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the Work
- 15. Ownership of Products and Premises Security**

 - A. All reports, plans, specifications, data maps, and documents produced by the Service Provider in the performance of services under this Agreement, whether in draft or final form and whether written, computerized, or in other form, shall be the property of WF&R. Upon completion of its Work under this Agreement, or upon earlier request by WF&R, Service Provider shall transfer records relating to its Work under this Agreement, and which are subject to public disclosure pursuant to Chapter 42.56 RCW, to WF&R.
 - B. While working on the WF&R's premises, the Service Provider agrees to observe and support the **WF&R's** rules and policies relating to maintaining physical security of WF&R's premises.
- 16. Electronic Data Format.** The Electronic Data required by this Agreement shall be in accordance with the WF&R's electronic data requirements.

 1. All documents shall be compatible with software that is used by the WF&R and will use common fonts such as Arial, Verdana, Times New Roman, or Courier.
 - A. Final approval is contingent upon receipt of electronic data and its verification.
- 17. Modification.** No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of WF&R and Service Provider.
- 18. Assignment.** Any assignment of this Agreement by Service Provider without the written consent of WF&R shall be void.
- 19. Written Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, or as of the date of electronic mail conveyance, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.
- 20. Non-Waiver of Breach.** The failure of WF&R to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.
- 21. Resolution of Disputes, Governing Law.** Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall be referred to the Fire Chief, whose decision shall be final. In the event of any litigation arising out of this

Agreement, the prevailing party shall be reimbursed for its reasonable attorney fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington and the jurisdiction of any dispute under this Agreement shall be the Superior Court of King County, Washington.

- 22. Electronic Signatures and Counterparts.** A faxed or electronic copy of a signature is equivalent to an original signature. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

WOODINVILLE FIRE & RESCUE

By: 

Name: Gregory S. Ahearn

Title: Fire Chief

SERVICE PROVIDER

By: 

Name: Martha (Marty) Gillis

Title: NW Regional Manager

Taxpayer ID #: 20-4707579

WF&R CONTACT

Woodinville Fire & Rescue

PO Box 2200

Woodinville, WA 98072

Peder Davis

Phone: 425.483.7913

Email: pdavis@wf-r.org

SERVICE PROVIDER CONTACT

West Coast Code Consultants, Inc.

19109 36th Ave W, Suite 207

Lynnwood WA, 98036

Martha (Marty) Gillis

Phone: 425-582-1719

Email: martyg@wc-3.com

ATTEST/AUTHENTICATED

By: 

Nicole Frisch, Board Secretary

APPROVED AS TO FORM

By: /s/ Jeffrey Ganson

Jeffrey Ganson, District Counsel

ATTACHMENT A – SCOPE OF WORK

When requested by the WF&R, Service Provider shall perform the following professional services in accordance with the terms and conditions of this Agreement:

- Fire Plan Review
- Fire Inspections
- Training

All services provided through this Agreement shall be authorized by WF&R. All written communication and comments from the Service Provider shall be sent only to WF&R, with the exception that the Service Provider may, with the permission from WF&R, contact an applicant's design team, or City Staff for clarification or a quick fix.

The Service Provider will be responsible for the submittal of permit review documents to the WF&R at no additional cost. WF&R will be responsible for the submittal of permit review documents to the Service Provider.

TIME FOR COMPLETION:

- A. The Service Provider shall complete all requests by the WF&R for performance of services by the Service Provider, other than telephone inquiries and inspection requests, concerning WF&R and State Standards interpretation, within fourteen (14) business days upon receipt of the approved Task Order. Telephone inquiries concerning interpretation of WF&R and State standards shall be responded to by the Service Provider within two (2) business days from time and date of receipt of request. Inspections shall be completed as mutually agreed.
- B. The Service Provider shall accept only those assignments requested by the WF&R, for which the Service Provider has sufficient expertise, resources, and manpower to accomplish within the prescribed time.

SPECIFIC TO PLAN REVIEW:

- A. Upon direction from the WF&R, Service Provider shall review all permit documents which consist of plans, specifications and engineering data, resubmittals, and other relevant information submitted to the WF&R in connection with development proposals for compliance with the provisions of the latest WF&R adopted standards, standard plans and specifications for private building construction referred to as "WF&R Standards", and State standards. Service Provider shall issue a formal written document for each set of plans reviewed directly to the WF&R and not the applicant.
- B. The services to be performed by the Service Provider shall be compensated for as described in Attachment B – "Fees and Unit Rates", unless otherwise specified herein.
- C. The Service Provider will not design for the applicant, make any complex structural changes on the plans, or make any changes that directly contradict other information on the plans.

Significant changes must be made by or under the direction of the applicant or design professional. All notes and details must be on the approved permit set of plans.

- C. In connection with such review, the Service Provider will prepare a written list of items which the Service Provider determines to be in noncompliance or questionable compliance with the appropriate portions of the WF&R and State Standards and to provide the WF&R with that list, together with a description of each nonconformity or defect and the associated code section, ordinance, and standard.
- D. The Service Provider will advise the WF&R in writing at such time as the plans, as originally received or revised and submitted, are in compliance with the WF&R and State Standards. The Service Provider's name, and date of compliance will be affixed to each sheet in up to two sets of drawings. The plan reviewer's signature will also be affixed to the cover sheet.
- E. Consult with and advise the WF&R in the event an applicant disagrees with the interpretation of the WF&R and the Service Provider as to the compliance, or lack thereof, of the application to the WF&R Standards.

SPECIFIC TO BUILDING INSPECTION SERVICES:

Service Provider will provide an experienced Fire service plans examiner/inspector to perform the following services:

- A. Upon direction of a Task Order by the WF&R, inspect private and public construction for compliance to approved plans, specifications, permits, and WF&R and State standards. Services performed shall be compensated as specified in Attachment B under "Fee and Unit Rates".
- B. The Service Provider will be given a minimum of 24 working-hours advanced notice by the WF&R of an inspection request. Continuous inspection may be requested by the WF&R without daily notification. Continuous inspections must be agreed upon by the WF&R prior to commencement.
- C. When providing inspection services, a written inspection report shall be provided to the WF&R each time an inspection is performed. The inspection report will indicate the type of inspection, date, time of day, observations, amount of time, the inspector's initials, and either an approval or list of corrections. Service Provider shall use WF&R's standard Inspection Report.
- D. Inspector will provide fire service inspections in accordance with the currently adopted accessibility standards, International Codes and the applicable WF&R Building Codes adopted, except that inspector will confer with the Fire Marshall or his/her agent on any portion of the review that specifically requires an approval under the applicable Code(s), or that involves an unusual interpretation.
- E. WF&R shall guarantee a minimum of four (4) hours inspection work each day Inspection services are provided. Inspection work hours shall include commute time (portal-to-portal from the Lynnwood office).

GENERAL REQUIREMENTS:

All invoices submitted to the WF&R by the Service Provider shall:

- Detail the hours worked (as an example, separate fire alarm, sprinkler system, haz-mat, or other fire service reviews) and a description of the tasks performed.
- List employee position and name who performed the work, hourly rate and number of hours at that rate;
- List the permit number/application number the work is performed under and clearly identify the charge(s) with the applicable permit number.

Service Provider will forward separate monthly invoices listing each specific permit activity. Work shall be authorized shall match up with the specific permit or application. Invoices may be submitted electronically or mailed to the WF&R by the 10th day of each month.

Billing statements will be issued for reviews that receive a complete initial review, response to corrections, or day of inspection.

ATTACHMENT B– FEES AND UNIT RATES

Fire Services Plan Review Fees

Fire services such as plan review of fire alarm, suppression systems, or temporary events, or other reviews typically provided by the fire service together with rates for site visits and inspections are provided using hourly rates found in the labor rate schedule. Each review will be listed separately for clear documentation. If travel is requested, reimbursement for mileage will be applicable.

Labor Rate Schedule

Classification	Hourly Rate
Building Official	\$120
Building Inspector	\$85 - \$95 DOE
Fire Inspector	\$100
Fire Plan Reviewer	\$100
Plan Reviewer	\$100
Structural P.E.	\$110 - \$130 DOE
Civil P.E.	\$110 - \$130
Administrative Assistance	\$55

Authorized travel time between WF&R and Service Provider's office is approved for 1 hour of the guaranteed 4 hours of work and shall be billed at the current IRS rate.

Service Provider staff normal workdays are Monday through Friday (8am - 5pm).

Inspection requests require twenty-four (24) working hours advanced notice, Service Provider will advise regarding staff availability including a plan to meet WF&R's request as best as possible.

These hourly rates are effective through December 31, 2021. Thereafter, rates are subject to annual review. Any change in rates to be approved in writing by both the WF&R and Service Provider and shall take effect only when signed by both parties.

The above fees include all labor, required for completion of these services.

Reimbursable Costs

Inspections

Trip Fee: To offset the cost of deploying inspection staff to the WF&R.	\$40 per day
Mileage: When consultant staff uses personal vehicles for inspections. (In WF&R mileage only, not portal to portal)	Current IRS rate
Reimbursable Expenses: WF&R pre-approved expense.	Actual cost without mark-up

Woodinville Fire & Rescue

M E M O R A N D U M



DATE: November 3, 2020

TO: Mike Millman, Vice Chair
Board of Fire Commissioners

FROM: Gregory S. Ahearn, Fire Chief *GSA*

SUBJECT: **Fire Chief's Report – November 3, 2020**

Fire Chief's Report/Activities

I am pleased to present the following summary of District activities since the Board's last regular meeting:

Incidents

The District responded to 224 incidents since your last independent regular meeting on October 6, 2020.

Budget

With the exception of response operations overtime, staff has no concerns with the 2020 budget. The budget report for the period ending September 30, 2020 is attached for your review.

Consolidation Update

We held our first joint Leadership Team Meeting (Lieutenants and above) on October 14. These meetings will continue monthly, with our next meeting scheduled for November 12.

We have a joint Support Staff meeting scheduled for tomorrow, November 4. We will continue to schedule regular joint Support Staff meetings moving forward.

Our Command Staff (Battalion Chiefs and above) have been meeting jointly since September and will continue to meet monthly.

The next merger communications work group meeting is scheduled for November 5. In the work group with Liz Loomis Public Affairs is Chief Ahearn, DC McDonald, CAO Montegary, CSO Breault, PIO Booth, EA Frisch, representatives from both Boards of Fire Commissioners, and representatives from both Local 2459 and Local 2950.

Legal Counsel Matt Paxton of Chmelik Sitkin & Davis continues to help the Districts with the body of work required to move forward with the Boundary Review Board process. The District is near the end of the comment period for the Determination of Non-Significance and has

accepted a proposal for the land survey project. Both are required to move forward with the SEPA process.

Personnel

Two firefighters remain off-line: due to non-duty-related injuries.

The Deputy Fire Marshal position was advertised to the public on our social media platforms, on various fire service media outlets, and on our website. Applications were accepted through October 19, and panel interviews were held on October 22. I would like to extend a thank you to Fire Marshal Anjela Barton from Renton Regional Fire Authority, Deputy Chief Butch Noble from Bothell Fire, and our own Provisional Deputy Chief Davis for their assistance on the panel. Deputy Chief McDonald and I conducted Chiefs' Interviews on October 27 and I extended a job offer shortly thereafter. Pending successful completion of pre-hire screening, we expect the new Deputy Fire Marshal to start on or around December 1.

GSA/nmf



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 2, 2020

Approved for payment:

Derek van Veen
Commissioner, Position 1

Doug Halbert
Commissioner, Position 2

[Signature]
Commissioner, Position 3

Mike Millman
Commissioner, Position 4

[Signature]
Commissioner, Position 5

Reference #	ACH Request Date(s):	Total ACH Requests
ACH 20-19	10/8/20, 10/9/20	\$ 394,809.99


[Signature]
Preauthorization signature (FC/DC/CAO)

US BANK SINGLEPOINT - 3629 TRANSACTIONS

Trans. Date	Paychex Cash Requirement Debits	
10/8/2020	Net Pay: Direct Deposits/Live Checks	241,639.50
10/8/2020	DSHS - WA State (garnishment)	291.52
10/9/2020	Taxpay (Soc. Sec., MC, Federal Income Tax, WAPF/ML)	51,863.63
10/8/2020	Agency Checks	14,158.66
		-
		-
		-
	Quarterly L&I	-
10/9/2020	PAYCHEX INVOICE	660.76
		308,614.07

Trans. Date	ACH TRANSACTIONS: TDA / DUES / BENEVOLENT FUND TEMPLATE	
10/9/2020	WDVL FF Union Dues/Assessment	5,433.96
10/9/2020	WDVL Benevolent Fund	489.50
	Total Deposit	5,923.46

PAY32 TRANSACTION TOTALS	\$	314,537.53
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 Preauthorization signature (FC/DC/CAO)

ELECTRONIC PAYMENT REQUEST FORM



Department of Executive Services
Finance & Business Operations Division
 ADM-ES-0600
 500 4th Ave
 Seattle, WA 98104
 Email: cash.management@kingcounty.gov
 Tel: 206-296-7310 or 206-296-7312

Payment Settlement Date Oct 13, 2020

PAYMENT INFORMATION

☐ ACH Credit Pay Code (BENXX, GENXX, PAYXX) _____ ☐ ACH Debit Pay Code (COLXX) _____ ☒ Automatic Withdrawal
☐ Book Transfers (Last 4 digits of the account) From _____ To _____ ☐ Wire Repetitive Wire Code _____

Line	Explanation/Description	Fund (9 digits)	Project (7 digits)	Cost Center (6 digits)	Account (5 digits)	Bars (7 digits)	Future (5 digits)	Amount
1	DEPT OF RETIREMENT SYSTEMS						00000	
2	LEOFF & PERS	100360010			24219		00000	52,767.48
3	DCP	100360010			24219		00000	12,836.72
4							00000	
5							00000	
6							00000	
							Total	\$65,604.20

PAYEE INFORMATION

Company _____ Address _____ City _____ State _____ Zip _____

BANK INFORMATION FOR WIRE PAYMENTS

Bank Name _____ Name on Bank Account _____
 Bank Routing # _____ Bank Account # _____ City _____ State _____

CONTACT INFORMATION Typed or Printed

Contact Name CHARLENE INMAN Organization WOODINVILLE FIRE & RESCUE, KCFD #36
 Email CINMAN@WF-R.ORG Phone # 425-483-7908 Ext _____ Fax # 425-486-0361

AUTHORIZATION Certification for Payment (By Authorized Signer) RCW 42.24.080

I, the undersigned, do hereby certify under penalty of perjury, that the payment is due and payable and that the payment is just, due and unpaid obligation, and that I am authorized to authenticate and certify to said payment.

Signature *Joan S. Montegary* Title Chief Administrative Officer Date Oct 7, 2020
 Print Name Joan Montegary Phone # 425-483-7912 Email jmontegary@wf-r.org

ELECTRONIC PAYMENT REQUEST FORM



Department of Executive Services
Finance & Business Operations Division
 ADM-ES-0600
 500 4th Ave
 Seattle, WA 98104
 Email: cash.management@kingcounty.gov
 Tel: 206-296-7310 or 206-296-7312

Payment Settlement Date Oct 9, 2020

PAYMENT INFORMATION

☐ ACH Credit Pay Code (BENXX, GENXX, PAYXX) _____ ☐ ACH Debit Pay Code (COLXX) _____ ☒ Automatic Withdrawal
☐ Book Transfers (Last 4 digits of the account) From _____ To _____ ☐ Wire Repetitive Wire Code _____

Line	Explanation/Description	Fund (9 digits)	Project (7 digits)	Cost Center (6 digits)	Account (5 digits)	Bars (7 digits)	Future (5 digits)	Amount
1	ALERUS						00000	
2	Deferred Compensation Contributions	100360010			24219		00000	14,668.26
3							00000	
4							00000	
5							00000	
6							00000	
Total								\$14,668.26

PAYEE INFORMATION

Company _____ Address _____ City _____ State _____ Zip _____

BANK INFORMATION FOR WIRE PAYMENTS

Bank Name _____ Name on Bank Account _____
 Bank Routing # _____ Bank Account # _____ City _____ State _____

CONTACT INFORMATION Typed or Printed

Contact Name CHARLENE INMAN Organization WOODINVILLE FIRE & RESCUE, KCFD #36
 Email CINMAN@WF-R.ORG Phone # 425-483-7908 Ext _____ Fax # 425-486-0361

AUTHORIZATION Certification for Payment (By Authorized Signer) RCW 42.24.080

I, the undersigned, do hereby certify under penalty of perjury, that the payment is due and payable and that the payment is just, due and unpaid obligation, and that I am authorized to authenticate and certify to said payment.

Signature *Joan S. Montegary* Title Chief Administrative Officer Date Oct 7, 2020
 Print Name Joan Montegary Phone # 425-483-7912 Email jmontegary@wf-r.org



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 3, 2020

Approved for payment:

Derek van Veen

Commissioner, Position 1

Doug Halbert

Commissioner, Position 2

[Signature]

Commissioner, Position 3

[Signature]

Commissioner, Position 4

[Signature]

Commissioner, Position 5

Reference #	ACH Request Date(s):	Total ACH Requests
ACH 20-20	10/20, 10/22, 10/23	\$ 576,140.92

[Signature]


Preauthorization signature (FC/DC/CAO)

US BANK SINGLEPOINT - 3629 TRANSACTIONS

Trans. Date	Paychex Cash Requirement Debits	
10/22/2020	Net Pay: Direct Deposits/Live Checks	235,205.58
10/22/2020	DSHS - WA State (garnishment)	291.52
10/23/2020	Taxpay (Soc. Sec., MC, Federal Income Tax, WAPF/ML)	50,872.50
10/22/2020	Agency Checks	127,025.61
		-
		-
		-
10/20/2020	Quarterly L&I	76,578.51
10/23/2020	PAYCHEX INVOICE	670.98
		490,644.70

Trans. Date	ACH TRANSACTIONS: TDA / DUES / BENEVOLENT FUND TEMPLATE	
10/23/2020	WDVL FF Union Dues/Assessment	5,344.97
10/23/2020	WDVL Benevolent Fund	489.50
	Total Deposit	5,834.47

PAY32 TRANSACTION TOTALS	\$	496,479.17
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 Preauthorization signature (FC/DC/CAO)

ELECTRONIC PAYMENT REQUEST FORM



Department of Executive Services
Finance & Business Operations Division
 ADM-ES-0600
 500 4th Ave
 Seattle, WA 98104
 Email: cash.management@kingcounty.gov
 Tel: 206-296-7310 or 206-296-7312

Payment Settlement Date Oct 23, 2020

PAYMENT INFORMATION

☐ ACH Credit Pay Code (BENXX, GENXX, PAYXX) _____
 ☐ ACH Debit Pay Code (COLXX) _____
 ☒ Automatic Withdrawl
☐ Book Transfers (Last 4 digits of the account) From _____ To _____
 ☐ Wire Repetitive Wire Code _____

Line	Explanation/Description	Fund (9 digits)	Project (7 digits)	Cost Center (6 digits)	Account (5 digits)	Bars (7 digits)	Future (5 digits)	Amount
1	DEPT OF RETIREMENT SYSTEMS						00000	
2	LEOFF & PERS	100360010			24219		00000	51,884.17
3	DCP	100360010			24219		00000	12,433.48
4							00000	
5							00000	
6							00000	
Total								\$64,317.65

PAYEE INFORMATION

Company _____ Address _____ City _____ State _____ Zip _____

BANK INFORMATION FOR WIRE PAYMENTS

Bank Name _____ Name on Bank Account _____
 Bank Routing # _____ Bank Account # _____ City _____ State _____

CONTACT INFORMATION Typed or Printed

Contact Name CHARLENE INMAN Organization WOODINVILLE FIRE & RESCUE, KCFD #36
 Email CINMAN@WF-R.ORG Phone # 425-483-7908 Ext _____ Fax # 425-486-0361

AUTHORIZATION Certification for Payment (By Authorized Signer) RCW 42.24.080

I, the undersigned, do hereby certify under penalty of perjury, that the payment is due and payable and that the payment is just, due and unpaid obligation, and that I am authorized to authenticate and certify to said payment.

Signature _____ Title Fire Chief Date Oct 22, 2020

Print Name Gregory Ahearn Phone # 425-483-7911 Email gahearn@wf-r.org

ELECTRONIC PAYMENT REQUEST FORM



Department of Executive Services
Finance & Business Operations Division
 ADM-ES-0600
 500 4th Ave
 Seattle, WA 98104
 Email: cash.management@kingcounty.gov
 Tel: 206-296-7310 or 206-296-7312

Payment Settlement Date Oct 23, 2020

PAYMENT INFORMATION								
<input type="radio"/> ACH Credit Pay Code (BENXX, GENXX, PAYXX) _____ <input type="radio"/> ACH Debit Pay Code (COLXX) _____ <input checked="" type="radio"/> Automatic Withdrawl								
<input type="radio"/> Book Transfers (Last 4 digits of the account) From _____ To _____ <input type="radio"/> Wire Repetitive Wire Code _____								
Line	Explanation/Description	Fund (9 digits)	Project (7 digits)	Cost Center (6 digits)	Account (5 digits)	Bars (7 digits)	Future (5 digits)	Amount
1	ALERUS						00000	
2	Deferred Compensation Contributions	100360010			24219		00000	15,344.10
3							00000	
4							00000	
5							00000	
6							00000	
Total								\$15,344.10
PAYEE INFORMATION								
Company		Address		City		State		Zip
BANK INFORMATION FOR WIRE PAYMENTS								
Bank Name				Name on Bank Account				
Bank Routing #		Bank Account #		City		State		
CONTACT INFORMATION Typed or Printed								
Contact Name				Organization				
Email				Phone #		Ext		Fax #
AUTHORIZATION Certification for Payment (By Authorized Signer) RCW 42.24.080								
I, the undersigned, do hereby certify under penalty of perjury, that the payment is due and payable and that the payment is just, due and unpaid obligation, and that I am authorized to authenticate and certify to said payment.								
Signature				Title			Date	
Print Name				Phone #		Email		



Special District Voucher Approval Document

KC v2.0

Scheduled Payment Date: 10/26/2020
Total Amount: \$24,086.82
Control Total: 28
Payment Method: WARRANT

District Name: Woodinville Fire & Rescue
File Name: AP_WDNVLFIR_APSUPINV_20201021103724.csv
Fund #: 100360010

CONTACT INFORMATION

Preparer's Name: Charlene Ihman

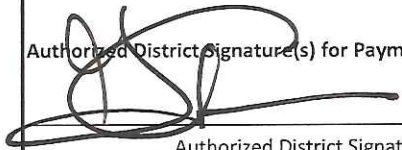
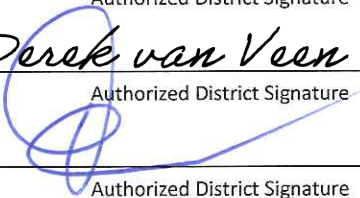
Email Address: cinman@wf-r.org


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>10/21/2020</u>
Authorized District Signature	Date
<u>Derek van Veen</u>	<u>11-03-2020</u>
Authorized District Signature	Date
	<u>10/29/20</u>
Authorized District Signature	Date

	<u>10/29/2</u>
Authorized District Signature	Date
	<u>10/29/20</u>
Authorized District Signature	Date
<u>Doug Halbert</u>	<u>11-03-2020</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
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_20201021103724.csv

Payee (Vendor Name)	Vendor No.	Vendor Site	Invoice No.	Invoice Date	Inv. Amount	Description
AIRGAS USA LLC			201005001	10/26/2020	\$127.95	
BANK OF AMERICA (MACH)			201005002	10/26/2020	\$300.55	
BANK OF AMERICA (MARCUCCI)			201005003	10/26/2020	\$275.00	
BANK OF AMERICA (MCCAMBRIDGE)			201005004	10/26/2020	\$1,312.51	
BANK OF AMERICA (MICHELMAN)			201005005	10/26/2020	\$1,781.93	
BANK OF AMERICA (MONTEGARY)			201005006	10/26/2020	\$469.42	
BANK OF AMERICA (PLUSH)			201005007	10/26/2020	\$3.18	
BANK OF AMERICA (SMITH)			201005008	10/26/2020	\$28.40	
BILLBOARD COMPANY			201005009	10/26/2020	\$363.00	
COMCAST			201005010	10/26/2020	\$20.95	
EAGLE PEST ELIMINATORS INC			201005011	10/26/2020	\$71.50	
EMERGENCY RESPONSE TRAINING IN			201005012	10/26/2020	\$3,390.00	
ESO SOLUTIONS INC			201005013	10/26/2020	\$874.51	
GALLS LLC			201005014	10/26/2020	\$932.22	
KING COUNTY FINANCE			201005015	10/26/2020	\$1,681.00	
MCKINSTRY CO LLC			201005016	10/26/2020	\$3,090.23	
PSS/PROFESSIONAL SALES & SERVICE LC			201005017	10/26/2020	\$763.35	
PUGET SOUND ENERGY			201005018	10/26/2020	\$1,124.38	
REMOTE SATELLITE SYSTEMS			201005019	10/26/2020	\$55.00	
RICOH USA PROGRAM			201005020	10/26/2020	\$559.63	
RIGHT! SYSTEMS INC			201005021	10/26/2020	\$1,112.00	
STATE AUDITOR'S OFFICE			201005022	10/26/2020	\$282.75	
STERICYCLE			201005023	10/26/2020	\$41.43	
UNITED OIL 23165			201005024	10/26/2020	\$529.71	
WASHINGTON AUDIOLOGY SERVICES			201005025	10/26/2020	\$2,025.00	
WESTERN EXTERMINATOR COMPANY			201005026	10/26/2020	\$110.00	
WOODINVILLE WATER DISTRICT			201005027	10/26/2020	\$1,301.77	
ZIPLY FIBER			201005028	10/26/2020	\$1,459.45	



Special District Voucher Approval Document

KC v2.0

Scheduled Payment Date: 10/19/2020
Total Amount: \$60,152.99
Control Total: 30
Payment Method: WARRANT

District Name: Woodinville Fire & Rescue
File Name: AP_WDNVLFIR_APSUPINV_20201009101024.csv
Fund #: 100360010

CONTACT INFORMATION

Preparer's Name: Charlene Inman

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>10/09/2020</u>
Authorized District Signature	Date
<u>Derek van Veen</u>	<u>11-03-2020</u>
Authorized District Signature	Date
	<u>10/29/20</u>
Authorized District Signature	Date

	<u>10/29/20</u>
Authorized District Signature	Date
	<u>5/29/20</u>
Authorized District Signature	Date
<u>Doug Halbert</u>	<u>11-03-2020</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
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_20201009101024.csv

Payee (Vendor Name)	Vendor No.	Vendor Site	Invoice No.	Invoice Date	Inv. Amount	Description
AIRGAS USA LLC			201003001	10/19/2020	\$48.64	
BANK OF AMERICA (FOLEY)			201003002	10/19/2020	\$39.30	
BANK OF AMERICA (MACH)			201003003	10/19/2020	\$118.23	
BANK OF AMERICA (MCCAMBRIDGE)			201003004	10/19/2020	\$230.37	
BANK OF AMERICA (MICHELMAN)			201003005	10/19/2020	\$219.99	
BANK OF AMERICA (PLUSH)			201003006	10/19/2020	\$186.10	
BANK OF AMERICA (SMITH)			201003007	10/19/2020	\$338.78	
CFO SELECTIONS			201003008	10/19/2020	\$330.00	
COMCAST			201003009	10/19/2020	\$36.94	
DEPARTMENT OF NATURAL RESOURCES			201003010	10/19/2020	\$1,811.41	
EASTSIDE PUBLIC SAFETY COMMUNICATIONS			201003011	10/19/2020	\$1,396.28	
FIRE FLEET MAINTENANCE LLC			201003012	10/19/2020	\$10,658.43	
FIRETREX INC			201003013	10/19/2020	\$6,110.00	
GALLS LLC			201003014	10/19/2020	\$2,741.33	
GRAINGER INC			201003015	10/19/2020	\$277.46	
HILL STREET CLEANERS INC			201003016	10/19/2020	\$124.45	
KING COUNTY TREASURY			201003017	10/19/2020	\$3,974.13	
LIFE ASSIST INC			201003018	10/19/2020	\$2,722.26	
MUNICIPAL EMERGENCY SERVICES INC			201003019	10/19/2020	\$170.50	
OFFICE DEPOT			201003020	10/19/2020	\$143.49	
PORTER FOSTER RORICK LLP			201003021	10/19/2020	\$330.00	
PUGET SOUND REGIONAL FIRE AUTHORITY			201003022	10/19/2020	\$2,779.12	
SEAWESTERN			201003023	10/19/2020	\$19,535.94	
SHELL FLEET PLUS C/O WEX BANK			201003024	10/19/2020	\$2,813.55	
UNITED OIL 23165			201003025	10/19/2020	\$557.31	
WALTER E NELSON OF WESTERN WA			201003026	10/19/2020	\$129.03	
WASTE MANAGEMENT OF WA SNOOKING			201003027	10/19/2020	\$1,498.40	
WESTERN EXTERMINATOR COMPANY			201003028	10/19/2020	\$82.50	
WOOD FIRE PETTY CASH FUND			201003029	10/19/2020	\$619.13	
YOUR TOW COMPANY			201003030	10/19/2020	\$129.92	



Special District Voucher Approval Document

KC v2.0

Scheduled Payment Date: 10/19/2020

Total Amount: \$171.62

Control Total: 1

Payment Method: WARRANT

District Name: Woodinville Fire & Rescue

File Name: AP_WDNVLFIR_APSUPINV_20201009101311.csv

Fund #: 100363020

CONTACT INFORMATION

Preparer's Name:

Charlene InmanEmail 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)):

Authorized District Signature

10/09/2020

Date

Derek van Veen

Authorized District Signature

11-03-2020

Date

Authorized District Signature

10/29/20

Date

Authorized District Signature

10/29/20

Date

Authorized District Signature

10/29/20

Date

Doug Halbert

Authorized District Signature

11-03-2020

Date

SUBMIT SIGNED DOCUMENT TO:

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Attn: Special Districts
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Seattle, WA 98104

Email: SpecialDist.AP@kingcounty.gov
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Date Processed: _____



Special District Voucher Approval Document

KC v2.0

District Name: Woodinville Fire & Rescue

File Name: AP_WDNVLFIR_APSUPINV_20201009101311.csv

Payee (Vendor Name)	Vendor No.	Vendor Site	Invoice No.	Invoice Date	Inv. Amount	Description
BANK OF AMERICA (MCCAMBRIDGE)			201004001	10/19/2020	\$171.62	